CONDOMINIUM OFFERING PLAN

for

THE 517 W. 29TH STREET CONDOMINIUM
517-523 West 29th Street
New York County
New York, NY 10001

Total Amount of Offering:	
60 Units	$103,938,600
9 Parking Licenses	$ 4,500,000
Total Offering Amount	$108,438,600

The Total Amount of the Offering is based upon the aggregate price at which Units and Parking Licenses are initially offered under this Plan. Such prices are subject to change as described in the section of the Plan entitled "Changes in Prices and Units" (Section J).

See the section of the Plan entitled "Certain Definitions" (Section B) for the definition of capitalized terms used in the Plan.

Name and Address of Sponsor:	**Name and Address of Selling Agent:**
PROJECT 29 WEST CHELSEA LLC	**LIVING LLC**
450 West 14th Street, 9th Floor	**225 West 35th Street, 14th Floor**
New York, NY 10014	**New York, NY 10001**

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1.

Date of acceptance for filing of the Plan is _____. This Plan may not be used after _____, unless the period is extended by amendment.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE "SPECIAL RISKS" SECTION OF THIS 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 OFFERING PLAN AND TO FILE THIS OFFERING PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

TABLE OF CONTENTS

Section	Caption	Page
PART I		
A.	SPECIAL RISKS	1
B.	CERTAIN DEFINITIONS	18
C.	INTRODUCTION	24
D.	DESCRIPTION OF PREMISES AND IMPROVEMENTS	29
E.	LOCATION AND AREA INFORMATION	33
F.	SCHEDULE "A" - OFFERING PRICES AND RELATED INFORMATION FOR EACH UNIT	34
G.	SCHEDULE "B" - BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION	38
H.	INDIVIDUAL UNIT UTILITY COST PROJECTIONS	45
I.	RPL SECTION 339-I OPINION	46
J.	CHANGES IN PRICES AND UNITS	47
K.	PROCEDURE TO PURCHASE	50
L.	EFFECTIVE DATE OF PLAN	63
M.	TERMS OF SALE	65
N.	INTERIM LEASES	71
O.	CLOSING COSTS AND ADJUSTMENTS	72
P.	RIGHTS AND OBLIGATIONS OF THE SPONSOR	80
Q.	CONTROL BY THE SPONSOR	88
R.	BOARD OF MANAGERS	90
S.	RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD	95
T.	REAL ESTATE TAXES	109
U.	INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM	111
V.	OPINIONS OF COUNSEL	111
W.	WORKING CAPITAL FUND	118
X.	RESERVE FUND	119
Y.	MANAGEMENT AGREEMENT, CONTRACTS AND LEASES	120
Z.	IDENTITY OF PARTIES	122
AA.	REPORTS TO UNIT OWNERS	124
BB.	DOCUMENTS ON FILE	125
CC.	GENERAL	126
DD.	SPONSOR'S STATEMENT OF BUILDING CONDITION	127

PART II

EXHIBIT

1. FORM OF AGREEMENT (INCLUDES ESCROW RIDER)

A. FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)
B. FORM W-8 (CERTIFICATE OF FOREIGN STATUS)

2. FORM OF UNIT OWNER POWER OF ATTORNEY

3. FORM OF UNIT DEED

4. DESCRIPTION OF PROPERTY AND BUILDING CONDITION

5. FLOOR PLANS

6. DECLARATION OF CONDOMINIUM

7. CONDOMINIUM BY-LAWS

8. CERTIFICATIONS

A. SPONSOR AND PRINCIPAL

B. SPONSOR'S ENGINEER (OR ARCHITECT)

C. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

9. FORM OF PARKING LICENSE AGREEMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENT

10. REAL PROPERTY LAW SECTION 339-kk

PART I

A. SPECIAL RISKS

1. Savings and commercial banks in New York State are permitted by law to finance a portion of the Purchase Price for those Purchasers whose credit, income and personal reputation are acceptable to the bank making the loan. Under this Plan, a Purchaser will have the right to mortgage his or her Unit subject to those provisions set forth in the Declaration and By-Laws. Neither the Sponsor, nor any other person participating in this offering, makes any representations as to the terms, conditions, cost or availability of such financing. Purchasers should note that in the current real estate market, banks and other lenders impose various restrictions on loans such as requiring that a certain percentage of the units in a building be sold and/or closed before the lender will consider making a loan. Thus, a Purchaser may experience difficulty obtaining a loan for their purchase where the percentage of Units sold to Purchasers under the Plan is lower than a lender's particular sales minimum, which percentage, in some cases, may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. Even once the Plan is effective and closings have occurred, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to re-sell a Unit if prospective buyers from a Purchaser are unable to obtain a loan due to such minimum sales and investor ownership requirements. See, "Procedure to Purchase" (Section K).

2. A Purchaser's obligations under a Purchase Agreement are not contingent upon financing. In other words, the failure to obtain financing will not relieve a Purchaser from his or her obligations under a Purchase Agreement. A Purchaser who desires to finance his or her purchase but does not obtain a loan commitment (or else obtains a loan commitment which subsequently expires or otherwise fails to close for any reason whatsoever) will still have the obligation to pay the balance of the Purchase Price when due and if payment is not made when due, including the applicable grace period, the Deposit may be forfeited. Purchasers are advised to finalize their financing before signing a Purchase Agreement. Purchasers should be aware that (a) a loan commitment, if obtained, may be effective for a period of time which could expire before the Closing Date for their purchase, and (b) many lending institutions may not consider a loan application or issue a commitment unless and until a fully-signed Purchase Agreement is first submitted for review to such institution. See, "Procedure to Purchase" (Section K).

3. TIME IS OF THE ESSENCE AS TO THE PERFORMANCE OF PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT. In other words, the specified time periods in which a Purchaser must pay or otherwise perform his or her obligations under the Purchase Agreement are each deemed to be of the essence to the Purchase Agreement. Therefore, unless such payments are made and other obligations performed strictly within the time periods specified, Sponsor may elect (but is not obligated) to cancel the Purchase Agreement and retain the Deposit (plus the cost of any extra work ordered by a Purchaser) as liquidated damages. If a Purchaser fails to perform any of Purchaser's obligations under the Purchase Agreement and such failure is not fully cured within 30 days following notice of such failure, Sponsor, at its option, may either (a) cancel the Purchase Agreement, retain the Deposit (not exceeding an amount equal to the sum of (i) 20% of the Purchase Price, (ii) interest earned thereon, if any and (iii) the Extra Work Deposit, if any) and sell the Unit to another person without any obligation to account to the

original Purchaser for any part of the proceeds of the sale or (b) bring an action against the Purchaser for specific performance of Purchaser's obligation to purchase the Unit. In the event that Sponsor consents to a Purchaser's request to adjourn the Closing Date specified by the Sponsor, or the Purchaser otherwise fails, neglects or refuses to close on the Closing Date specified by the Sponsor due to any cause beyond the reasonable control of the Sponsor, and the Sponsor does not elect to cancel the Purchase Agreement, the Purchaser shall be required to pay to Sponsor at Closing: (x) closing apportionments made as of midnight of the day preceding the original specified Closing Date; and (y) interest on the total Purchase Price at the annual rate of 16% calculated from the original specified Closing Date to the date of actual Closing. In addition, the Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of the Purchaser's delay. See, "Procedure to Purchase" (Section K).

4. Since, as a general matter and otherwise subject to the limitations and provisions of the By-Laws, Board members are elected by the Unit Owners and each Unit Owner has a number of votes equal to one vote for each .01% of Common Interests standing in the name of such Unit Owner, the Sponsor would ordinarily have the right to effectively exercise voting control of the Board so long as it owns a majority of the Units. Sponsor will be entitled to designate a majority of the members of the Board at elections occurring until the later to occur of: (i) the fifth anniversary of the first closing of title to a Unit by Sponsor pursuant to an Agreement (the "First Closing"); or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Units (the "Sponsor Control Period"), provided however, that at such time as there are no Unsold Units remaining Sponsor will relinquish control of the Board. Therefore, Sponsor shall have such special right to designate a Board member even though it may not then own sufficient Units to enable it to otherwise elect such member. In addition, notwithstanding that the Sponsor may not then exercise voting control of the Board, the Sponsor has reserved certain limited rights to veto specified actions of the Board. Voting control of the Board and such veto power may enable the Sponsor to determine the level of services provided or made available to Unit Owners. **Since Sponsor has no obligation to sell more than 15% of the Units, Sponsor will be able to control the Board indefinitely and non-Sponsor Unit Owners may never gain voting control of the Board.**

During the Sponsor Control Period, there may be non-Sponsor members of the Board, if they are elected by the Unit Owners (including the Sponsor, which shall, at all times, be entitled to cast its votes as a Unit Owner for Board nominees) or if they are designated by the Sponsor pursuant to its right to exercise voting control of the Board. See, "Control by the Sponsor" (Section Q).

5. Purchasers shall be required to pay the Transfer Taxes due upon their purchase of a Unit. Although Transfer Taxes (other than the New York State "Mansion Tax") are customarily paid by the seller in single-family and other covered transactions, the responsibility for payment of such taxes may be modified by contract. As of the filing date of this Plan, for the purchase of a single Residential Unit, the New York City Real Property Transfer Tax ("NYC RPTT") is 1% of the consideration paid for a Unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax ("NYS RETT") is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a Unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the consideration for such Unit is $3,000,000 or more.

Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Section 1402-a of the New York State Tax Law, currently 1% of the total consideration paid when such consideration is $1,000,000 or more, and the New York State Supplemental Tax pursuant to Section 1402-b of the New York State Tax Law if the total consideration for such Unit is $2,000,000 or more (the New York State Additional Tax and the New York State Supplemental Tax collectively, the "Mansion Tax"), which tax by law is the primary obligation of the Purchaser. For purposes of calculating the taxes payable, NYC RPTT NYC RPTT will include the amount of Transfer Taxes (other than the Mansion Tax) in the consideration subject to tax if paid by Purchaser. NYS RETT and the Mansion Tax will not include the amounts of NYS RETT paid by the Purchaser in calculating the consideration subject to such tax. The chart below sets forth the rate of Mansion Tax based on the consideration paid for a residential unit. Additionally, Purchasers shall be required to pay various other additional closing costs, fees and adjustments.

Consideration amount	**NYS Mansion Tax Rate (which represents an aggregate of the New York State Additional Tax and New York State Supplemental Tax)**
Under $1 million	Not subject to tax
At least $1 million, but less than $2 million	1%
At least $2 million, but less than $3 million	1.25%
At least $3 million, but less than $5 million	1.5%
At least $5 million, but less than $10 million	2.25%
At least $10 million, but less than $15 million	3.25%
At least $15 million, but less than $20 million	3.5%
At least $20 million, but less than $25 million	3.75%
More than $25 million	3.9%

In addition to Transfer Taxes and the Mansion Tax, Purchasers shall also be obligated to pay at closing any tax relating to the purchase or sale of real estate or similar interests on the transfer of a Residential Unit enacted after the filing date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall

be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the Transfer Taxes and Mansion Tax information and closing cost illustrations disclosed in the Plan, as may be amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the Transfer Taxes or Mansion Taxes or other costs which may be payable in connection with closing of title. The purchase price, Transfer Taxes and any other consideration paid for a Residential Unit will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at the total consideration for Transfer Tax and Mansion Tax purposes, to the extent discussed herein. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

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

6. All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Kramer Levin Naftalis & Frankel LLP ("Sponsor's Counsel"), in connection with the closing of title to such Purchaser's Unit. For each Unit, the sum of $4,250 shall be payable to Sponsor's Counsel as a per unit base closing fee. For each issuance of a Parking License, the sum of $650 shall be payable to Sponsor's Counsel as a legal fee in connection with processing the issuance of each such Parking License. If Purchaser obtains mortgage financing, an additional fee of $850 shall be payable by Purchaser to Sponsor's Counsel. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), provided that Sponsor consents, the closing may be held either (y) elsewhere in Manhattan, provided that an additional travel fee of $700 is paid to Sponsor's Counsel; or (z) in a borough other than Manhattan, provided that an additional travel fee of $875 is paid to Sponsor's Counsel. In addition: (i) if, through no fault of Sponsor, the closing is adjourned (or is not concluded in its entirety on the day it commences), the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment (or continuation) to prepare and/or coordinate the new closing (or continuation); (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request

for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,500, payable in advance; (iii) $350 for the preparation of ACRIS transfer documents required by the City of New York; and (iv) $875 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with any tax-deferred exchange under § 1031 of the Internal Revenue Code. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser. See, "Closing Costs and Adjustments" (Section O).

7. Sponsor reserves the right to withhold from sale one or more Units at any time in its sole discretion. Sponsor also reserves the right, following consummation of the Plan, to freely and without restriction, rent or lease any one or more of its Unsold Units. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more than the 15% necessary to declare the Plan effective and Owner-occupants may never gain effective control and management of the Condominium. See, "Rights and Obligations of Sponsor" (Section P). Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein, whether or not previously occupied by a tenant, are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. See, "Terms of Sale" (Section M).

8. In the event of a default by Sponsor under a Purchase Agreement, Purchaser's remedies shall be limited to return of the Deposit. In the Purchase Agreement, Purchasers waive their right to seek other damages, specific performance or other equitable remedy against Sponsor, by reason of such default. See, "Procedure to Purchase" (Section K) and "Terms of Sale" (Section M).

9. There is an existing final Certificate of Occupancy (C.O. No. 1080334), dated September 20, 2022, in place for the Building. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of a Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or final certificate of occupancy covering such Unit.

The Building was substantially constructed circa 2021 and was previously occupied for residential use. Accordingly, all Residential Units have been previously occupied by renters and may, as provided for herein, be leased by Sponsor prior to a conveyance to a Purchaser hereunder, provided that no new lease (other than to a Purchaser) shall be entered into for a Residential Unit prior to consummation of the Plan. Purchasers are advised to review the Architect's Description of Property and Building Conditions included in Part II of the Plan (the "Architect's Report" or "Property Report") for a description of the current condition of the Building. In furtherance of the foregoing, and notwithstanding anything to the contrary set forth herein, except as expressly set forth otherwise herein, the Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they

exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing and Sponsor makes no warranties or guarantees implied or otherwise with respect to the condition of the Building.

Additionally, all Common Elements of the Building are offered and in their existing "As Is", "Where Is", and "With All Faults" condition, unless expressly provided otherwise in the Property Report included in Part II of the Plan. In no event will Sponsor be liable for special or consequential damages in or to the Building (whether based on negligence, breach of contract, warranty, or otherwise), provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of its gross negligence or gross negligence of its authorized agents or employees in connection with the transactions contemplated in the Plan.

10. The site has been designated by the New York City Department of Environmental Protection (DEP) for hazardous materials, air quality, and noise. A Remedial Action Work Plan (RAWP) was submitted to the Office of Environmental Remediation (OER) under the NYC Voluntary Cleanup Program (VCP) and E-Designation. The RAWP was approved under OER Project Number 16EHAN237M / 18CVCP065M. The Building and its components will be constructed in compliance with the approved RAWP. As part of the RAWP, the Installation Report for Air Quality and Noise will be filed with OER certifying the completion of installation. A Remedial Action Report (RAR) will also be filed with OER documenting remediation activities completed during the building construction, and a Site Management Plan (SMP) will be filed with OER for the description of the engineering controls that will need to be maintained and operated in perpetuity, as well as annual site inspection and reporting requirements. A copy of SMP will be provided to the Condominium management. As of the date of the initial submission of the Plan, the Sub-Membrane Depressurization (SMD) system was last inspected on September 21, 2023, and will continue to be inspected by an environmental engineer on an annual basis. Reports generated from such annual inspections will be prepared and submitted to the OER. The annual inspections are not expected to include any air sampling unless warranted. The annual inspections are estimated, as of the date of the initial submission of the Plan, to cost between $5,000 to $10,000 per year. The building superintendent will be required to inspect the active SMD system on a monthly basis and will be responsible for all routine maintenance. The cost of any future monitoring or remediation, if any, shall be a Common Expense.

Since the foregoing conditions have been fully remediated, there are no significant risks or hazards related to contamination remaining on the Premises. Sponsor anticipates receipt from DEP of a letter of satisfactory completion of such remediation by the Offering Date. Accordingly, no activities will be prohibited. See, "Property Report" included in Part II of this Plan as Document B.

11. Local Law 11 (FISP): As set forth in the Description of Property and Specifications set forth as Exhibit 4 in Part II of the Plan, New York City Façade Inspection and Safety Program (FISP) formerly known as Local Law LL11-98 applies to the Building.

Under FISP, periodic inspections are required in order to maintain a building's exterior walls and appurtenances thereto in a safe condition. A filing is required for all buildings with exterior walls or parts thereof that are greater than six stories in height, including the

basement, but not the cellar, as defined in the Building Code, and regardless of the information in the certificate of occupancy.

Buildings required to file a report shall do so once every five-year report filing cycle established by the department. A report shall be filed within sixty days of the date on which the visual critical examination is completed (final inspection date) and not more than one year after completion date of the required physical close-up inspection.

Typical components of the inspection report include a description of the building and any previous repairs or revisions to the exterior of the building, a description of the procedures used in making the critical examination, a summary of findings and recommendations, a statement of the scope of the inspection and findings, and the conclusions and a determination as to whether the building is categorized as "safe", "SWARMP", or "unsafe". The inspector looks for deterioration (cracks, spalls, joint deterioration), any movement detected, and apparent water-tightness of the exterior surfaces. Appurtenances are observed as well which include exterior fixtures, flagpoles, signs, parapets, railings, copings, guard rails, window frames, Terrace enclosures, window air conditioners, window guards, flower boxes, and any equipment attached to or protruding from the façade. Terrace railings are to be inspected to ensure that their components are positively secured against upward movement. If any Terrace enclosure is found not to be secured, the condition is classified as "unsafe".

A building is classified as "safe" when the condition of the building wall, any appurtenances thereto or any part thereof does not require repair or maintenance to sustain the structural integrity of the exterior of the building and that will not become unsafe during the next five years.

A building is classified as "SWARMP" (Safe with a repair and maintenance program) when the condition of the building wall, any appurtenances thereto or any part thereof is safe at the time of inspection, but requires repair or maintenance during the next five years in order to prevent its deterioration into an unsafe condition during that five-year period. The owner of the building is responsible for ensuring that the conditions described in the critical examination report as "SWARMP" are repaired and all actions recommended by the qualified inspector are completed within the time frame recommended by the qualified inspector, and are not left to deteriorate into unsafe conditions before the next critical examination. A report may not be filed describing the same condition and pertaining to the same location on the building as "SWARMP" for two consecutive report filing cycles.

An "unsafe" condition is described as a condition of a building wall, any appurtenances thereto, or any part thereof that is hazardous to persons or property and requires prompt repair. In addition, any condition that was reported as "SWARMP" in a previous report and that is not corrected at the time of the current inspection shall be reported as an "unsafe" condition. All "unsafe" conditions shall be corrected within thirty days from the submission of the critical examination report. The owner of the building shall immediately commence such repairs or reinforcements and any other appropriate measures such as erecting sidewalk sheds, fences, and safety netting as may be required to secure the safety of the public. Within two weeks after repairs to correct the unsafe condition have been completed, a final inspection of the premises

is needed to obtain permit sign-offs and an amended report shall be filed with the department stating the revised report status of the building.

The LL11-98 (FISP) requirements for new building state that a report shall be filed five years from the date the first temporary certificate of occupancy is issued if that five-year date falls within the applicable filing window according to the last digit of the building's block number. If the five years from the date the first temporary certificate of occupancy or final certificate of occupancy issued falls outside the applicable filing window, according to the last digit of the building's block number, then the initial report shall be filed within the applicable two-year filing window for the next five-year cycle.

The first FISP report will be due once five (5) years have passed since the final Certificate of Occupancy was issued, which was September 20, 2022. Based on the current NYCDOB schedule, the first FISP cycle inspection will be scheduled during Cycle 10, Sub-cycle C, filing window (February 21, 2027 to February 21, 2029).

Compliance with FISP, including, but not limited to, hiring an architect or engineer to perform an inspection and filing a report with DOB, and any costs associated therewith shall entirely be the responsibility of the Condominium Board, and not of Sponsor. Purchasers are advised that costs associated with Local Law 11-98 (FISP) inspections could be substantial and may include installation of construction bridges and other scaffolding as required by DOB for extended periods of time. (See the "Description of Property and Specifications" set forth as Exhibit 4 in Part II of the Plan for further details.)

12. There is no specific reserve fund and no provision for the Sponsor to establish a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Common Elements. Therefore, as the need for the same arises, unless there is sufficient working capital or other funds available to the Board, Unit Owners shall each be obligated to pay their respective share of such cost pursuant to an assessment adopted by the Board. Since the Building is newly-constructed, the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given that such imminent need shall not arise. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

13. In addition to other matters discussed in these Special Risks, the Sponsor and Sponsor-designees shall have the following special rights not available to other Unit Owners: (a) they shall not be required to seek or obtain (i) approval from the Board and the Board shall have no right of first refusal with respect to any transfer, lease or mortgage of Units owned by any of them, or (ii) approval from the Board with respect to any alterations, repairs or improvements to their Units, provided that such alterations, repairs or improvements must comply with applicable laws and (b) they shall not be subject to any interest charge or other late payment fee with respect to Common Charges or Special Assessments. See, "Rights and Obligations of the Sponsor" (Section P).

14. Prior to the closing of title to a Unit pursuant to a Purchase Agreement, and for at least twelve (12) months from the date of closing of such Unit, a Purchaser shall not list the Unit

for lease or sale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for lease or sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives: (i) prior to the closing of title of such Unit shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in the Purchase Agreement and any lease or conveyance in violation of the foregoing shall be voidable by Sponsor; or (ii) within the twelve (12) months from the date of closing of title to such Unit, shall be a violation of the Purchase Agreement and shall entitle Sponsor to all remedies available at law or in equity. See Section S, "Rights and Obligations of Unit Owners and the Board."

15. The Sponsor has the financial resources to meet its obligations under this Plan. However, no bond or other form of collateral security has been or will be furnished by the Sponsor to secure performance of such obligations. See, "Rights and Obligations of Sponsor" (Section P).

16. The Building will have a full-time, non-resident superintendent to perform ordinary repairs to the Common Elements as well as the maintenance and upkeep of the Common Elements, such as the removal of trash from the Building, cleaning the hallways and sidewalk. Doorman services are provided at the Premises, 24 hours per day, seven days per week, pursuant to a contract between the Condominium and a third-party vendor, as more fully-described in the Budget. In the event such contract is modified or terminated, such services may become unavailable or available upon different terms. See, Section G, "Schedule B - Budget for the First Year of Condominium Operation", Footnote 6.

17. There is no requirement in the By-Laws that a majority of the Board must be Owner-occupants or members of an Owner-occupant's household. Owner-occupants and non-resident Owners, including Sponsor as to the Unsold Units, may have an inherent conflict of interest on how the Condominium should be managed because of their different reasons for purchasing or holding Units, i.e., purchase as a home as opposed to as an investment. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

18. Although the Sponsor has no present intention to perform any extra work or improvements within a Unit beyond that work described in the Property Report contained in Part II of this Plan (i.e., "Extra Work"), it has expressly reserved the right to do so upon such terms and conditions as Sponsor and a Purchaser may agree upon. Such agreement by the Sponsor, if made, must be in writing as a provision of a particular Purchase Agreement or amendment thereto. In the event that Sponsor agrees with a particular Purchaser to perform such extra work, the Sponsor shall have the right to require an additional Deposit (an "Extra Work Deposit") specifically designated to cover all or a portion of the anticipated cost of such work and may, at Sponsor's election, also cover the estimated cost to restore the extra work to its original condition in the event that the Purchase Agreement is terminated for any reason, including without limitation, Purchaser's default thereunder or due exercises of a lawful right of rescission thereof. The Extra Work Deposit shall be initially deposited into escrow and maintained in the same manner as the balance of the Deposit, but the Extra Work Deposit, or any portion thereof, may be released from escrow upon written request of the Sponsor given to the Escrow Agent, for the purpose of performing the extra work and any services relating thereto, such as design and permitting. In the event that the Purchaser affected by such Extra Work agreement subsequently elects to rescind his or her Purchase Agreement and receive a refund of the Deposit paid thereunder pursuant to right

thereto contained in the Purchase Agreement or this Plan, such Purchaser shall have no right to receive and Sponsor shall have no obligation to refund any portion of the Extra Work Deposit paid by Sponsor to perform the extra work (or which Sponsor is obligated to pay, but has not yet paid) and shall have no liability to Purchaser on account thereof. Notwithstanding the foregoing, the Sponsor shall refund the Extra Work Deposit, if any, without interest or offset, to a Purchaser in the event that the Plan is not consummated. See, "Procedure to Purchase" (Section K).

19. The Sponsor has reserved the right to install, erect, operate, replace, repair and maintain telephone, television, radio, computer and any other type of telecommunication equipment, antennae, satellite dishes, lines and other connections on the roof, façade or other Common Elements of the Building. In furtherance of such right, the Sponsor and/or its designee, assignee, licensee or other transferee shall have an easement to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building for use by the Sponsor or by any designee, assignee, licensee or other transferee of Sponsor's rights with respect thereto. Such equipment, lines and/or other connections may, but need not, be for the benefit of the Building or Unit Owners, and such easement rights shall not be subject to any rules, restrictions, fees or other charges by the Condominium or any Unit Owner. Sponsor shall not exercise any of the foregoing rights in such a manner as to block the light or air of any other Unit Owner.

To the extent that any such equipment is not provided, in whole or in part, for the benefit of or use by the Condominium or one or more Unit Owners, the following shall apply to such equipment: (a) Sponsor shall be responsible for all costs associated with such equipment, including, without limitation, additional insurance premiums, if any, resulting directly from such equipment; (b) Sponsor will indemnify the Condominium for any liability (other than any claim for consequential damages) that directly arises from use of the equipment; and (c) the easements associated with such equipment shall be subject to the requirements of applicable provisions, if any, of the New York Real Property Tax Law. See, "Rights and Obligations of Sponsor" (Section P).

20. All Deposits or advances made by Purchasers prior to closing of each individual transaction will be placed, within five business days after the Purchase Agreement is signed by all necessary parties, or within five business days after receipt, in the case of Deposits or advances made subsequent to the execution of the Purchase Agreement, in a segregated special escrow account (the "Escrow Account") of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036. The Escrow Account, established at Citibank, N.A., 153 East 53rd Street, 23rd Floor, New York, New York 10022 (the "Bank"), is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the Bank (as defined herein), the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to such FDIC maximum coverage. See, "Procedure to Purchase" (Section K).

21. The floor area of each Unit depicted in Schedule A and the Unit floor plans contained in this Plan, has been measured from the exterior side of the glass (i.e., the windows or

terrace doors in the Unit), concealed blockwork or concealed concrete structural members of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the center line of the demising wall separating one Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or to the Unit side of the opposite exterior walls. Therefore, the floor areas specified in Schedule A and the floor plans are significantly greater than the floor areas actually available for use. Any floor plan or sketch contained in this Plan or shown to a prospective Purchaser is accurate within reasonable tolerances. Each Unit should be inspected prior to signing a Purchase Agreement in order to determine such Unit's actual dimensions, layout and physical condition. See also, "Description of the Premises and Improvements" (Section D).

22. As construction of the Building is substantially complete, the assessed valuation for the Premises for the First Year of Condominium Operation will reflect their value of completion of construction by Sponsor. Since the tax assessment for each Unit during the First Year of Condominium Operation will most likely be based upon the status of the improvements as of January 5, 2024 and construction was substantially completed in 2021. It is expected that the assessed valuation for the Premises for the Second Year of Condominium Operation will be substantially similar to those of the First Year of Condominium Operation. See Note "5" to Schedule A of this Plan and Section T of this Plan, entitled "Real Estate Taxes".

23. Pursuant to existing regulations of the Attorney General, the Sponsor may declare this Plan effective upon the sale of a minimum of 15% of the Units offered under the Plan. Such effectiveness will not be affected by the fact that one or more Purchasers who have been counted towards effectiveness do not ultimately close under their Purchase Agreements whether due to their default, exercise of rescission rights or otherwise. Notwithstanding the foregoing, if no Purchaser closes among those Purchasers who were counted towards the minimum number of Purchasers required in order to declare this Plan effective, then the Plan must be re-declared effective. See the Section entitled "Effective Date of Plan" (Section L).

24. As is customary with condominiums generally, the Board has no right to approve or disapprove prospective purchasers (or tenants) of Units from Unit Owners. Instead, it has a right of first refusal with respect to a prospective sale (or lease) of a Unit, which right is subject to the terms and conditions described in Section 10.2 of the By-Laws. The sale or lease of Units by the Sponsor is not subject to the Board's right of first refusal or other restriction. See Section S, "Rights and Obligations of Unit Owners and the Board".

25. The amount of Common Charges for each Unit is based generally upon the total projected Common Expenses multiplied by each Unit's Common Interest, but subject to adjustment and special allocation as between or among the Units based upon intended or anticipated benefit of certain Common Expenses, as more fully described in the Budget footnotes in Schedule "B" of this Plan. The Sponsor (and after the Initial Closing, the Board) reserves the right to specially re-apportion or reallocate one or more categories of Common Expenses among Unit Owners to reflect special or exclusive availability of or benefit from such expenses. If the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, subject to and in accordance with the description in Section R, "Board of Managers." Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units

shall be resolved by arbitration in accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, 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 provisions of the By-Laws 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." In no event may any such re-apportionment or reallocation affect any Unit owned by Sponsor (or its designee) without the prior written consent of the affected Unit Owner. See also, Section S, "Rights and Obligations of Unit Owners and the Board."

26. The Sponsor anticipates that the Initial Closing will occur on or about November 1, 2024. Purchasers will be offered a right of rescission if: (a) the actual Closing Date for the Initial Closing or (b) the projected Closing Date for the Initial Closing is amended to a date which is later than October 31, 2025; provided however, that if this Plan is amended to provide for a projected Closing Date for the Initial Closing which is later than October 31, 2025, Purchasers who have executed and delivered their Purchase Agreement after the date of such amendment will be entitled to an offer of rescission by reason of a delayed Closing if, and only if, the Initial Closing actually occurs more than 12 months beyond that amended, later Closing Date. However, even if the Initial Closing occurs before October 31, 2025, the Sponsor may schedule Closings for other Units significantly later that such date. In that event, unless your Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing for your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See "Procedure to Purchase", Section K.

27. While a Purchaser may use any title company he or she chooses, the Sponsor shall give and a Purchaser shall be obligated to accept such title to his or her Unit as the Title Company will agree to insure, free and clear of all liens and encumbrances, except for Permitted Exceptions, as that term is defined in Section M of this Plan, entitled "Terms of Sale".

The Sponsor will not be obligated to bring any action or to expend any sum which exceeds, in the aggregate, the Abandonment Amount, due to the existence of one or more defects in title (including violations of record or work orders of an insurance carrier) affecting any one or more Residential Units and/or the Common Elements which cannot be cured, removed or complied with except either through litigation or through the expenditure of funds (as such expenditure is estimated by Sponsor in its sole discretion). If Sponsor fails or refuses to correct any title defect which it is obligated to cure under the Purchase Agreement, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (a) take title to the Unit subject to the title defect (without abatement in or credit against the Purchase Price or claim or right of action against the Sponsor for damages or otherwise) or (b) cancel the Purchase Agreement by written notice to the Sponsor, in which event Sponsor shall direct return the Deposit to the Purchaser within 10 days. Upon making such refund, the parties shall be relieved of all further obligations and liabilities under the Purchase Agreement and this Plan. **If the Purchaser fails to duly notify Sponsor of his or her election within 20 days after Sponsor notifies Purchaser of Sponsor's refusal or inability to remedy the title defect, it will be conclusively deemed that Purchaser has elected to accept title subject to the title defect.** See, "Terms of Sale" (Section M).

28. Unit Owners must notify the Managing Agent in writing when at least one child under the age of 11 years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at the Unit Owner's expense, the required window guards in all windows of the Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

29. As more fully set forth in Section P, "Rights and Obligations of the Sponsor", during the Sponsor Control Period, Sponsor reserves the right, in its sole and absolute discretion, to cause the Board to waive the collection of Common Charges from Purchasers for a period of time prior to full occupancy of the Building, during which period, Sponsor shall be solely responsible for payment of all Common Expenses to operate the Building. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Unit Owners terminate the waiver of the collection of Common Charges.

30. On January 13, 2016, the U.S. Financial Crimes Enforcement Network ("FinCEN") issued an order (later publicly supplemented on July 22, 2016, February 21, 2017, August 22, 2017, March 20, 2018, November 15, 2018, May 14, 2019, November 8, 2019, May 8, 2020, November 5, 2020, May 5, 2021, November 1, 2021, April 29, 2022, October 26, 2022, April 21, 2023, October 20, 2023, and April 19, 2024 as supplemented, the "Order") requiring title companies to collect and report certain information about persons involved in residential real estate transactions in Manhattan for closings occurring until the expiration of the effective period of such Order, currently October 15, 2024 (subject to extension). Pursuant to the last publicly published version of the Order, title companies are required to disclose the identities of the beneficial owner(s) or holder(s) of 25% or more of the direct or indirect equity or beneficial interests in a purchasing entity in residential real estate transactions where: (a) Purchaser is a legal entity as defined in the Order; (b) the total purchase price is in excess of $300,000; (c) Purchaser does not obtain external financing; and (d) the Deposit or Balance is made, at least in part, using currency, a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer or virtual currency. Purchasers and their attorneys should confer with Purchaser's title insurance company immediately to determine the applicability of these new requirements to this transaction and, to the extent the same are applicable, make arrangements with the title company to provide it in advance of closing with any necessary information in order to permit the title company to insure title and comply with the title company's closing and reporting requirements under the Order. Sponsor shall have no obligation whatsoever in connection with satisfying any requirements of Purchaser's title insurer or otherwise with respect to the Order; and Purchaser will be fully liable for any additional costs or delays to closing relating thereto. As of the last publicly published Order, as used herein, "legal entity" is defined in the Order as including United States or foreign corporations, limited liability companies, partnerships or other similar business entities, other than a business whose common stock or analogous equity interest are listed on a securities exchange regulated by the Securities Exchange Commission ("SEC") or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business. (See "Procedure to Purchase", Section K).

31. This Plan includes the following limitations of liability and remedies in the event of claims by or against Sponsor:

(a) In the event that (i) the Board or any Unit Owner commences any action or administrative proceeding against Sponsor and/or any Sponsor principals, alleging any cause arising under or relating to the provisions of this Plan or (ii) Sponsor commences an action against the Board or any Unit Owner to enforce Sponsor's rights or privileges arising under or relating to the provisions of this Plan, then, in the event that Sponsor is successful in defending against such claims or in prosecuting its own claims, it shall be entitled to recover the reasonable amount of attorneys' fees and expenses incurred by it in such defense or prosecution. See, "Rights and Obligations of the Sponsor" (Section P).

(b) Nothing in this Plan, including, without limitation, the Certification by Sponsor and Sponsor's Principals, included in Part II as Document I-1, is intended by Sponsor, or may be deemed or construed by a Purchaser, to support a private right of action by any Purchaser, Unit Owner or the Board of Managers against Sponsor or any principal of Sponsor for actual or alleged breach of contract or warranty in connection with or arising from the Sponsor Certification. See, "Rights and Obligations of the Sponsor" (Section P).

32. Sponsor has obtained a loan encumbering the Property from Square NY Capital Lender LLC, the lien of which shall be released from each Unit, together with its Common Interest, at or prior to such Unit's closing. The Offering Prices for Units set forth in Schedule A of this Plan comply with such release price requirements. Although such lender has reserved the right to review and approve the terms of the Plan, there are no other terms under such financing (a) creating or relating to the Sponsor's obligation to sell Units nor any limits or requirements imposed by the lender for Sponsor to rent rather than sell Units under specified market conditions or (b) providing for a minimum number or percentage of Units which must be under contract before the Plan can be declared effective. See, "Introduction" (Section C) and "Rights and Obligations of the Sponsor" (Section P).

33. Each Residential Unit offered hereby and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a Purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. The Purchaser of a Unit shall have the opportunity to inspect such Residential Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for a Unit, Purchasers should carefully review the Property Report in Part II of this Plan.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION "AS IS", WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR/SELLING AGENT OR ANY OTHER PERSON TO MAKE ANY REPAIRS OR IMPROVEMENTS, EXCEPT AS PROVIDED IN THIS PLAN.

Sponsor shall not be obligated to correct, repair or replace any defects (latent, patent, or otherwise) relating to the Units or the Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Units are not subject to the Housing Merchant Implied

Warranty contained in Article 36-B of the New York General Business Law. See, "Rights and Obligations of the Sponsor" (Section P).

34. Smoking of any substance is not permitted in any area of the Building, including inside of any Unit or any Limited Common Element appurtenant to a Unit, such as any rear yard or terrace. The Board has substantial enforcement rights in the event of a violation of this restriction, as more fully described in Section 39 of the Rules and Regulations of the Condominium, attached to the By-Laws, which are included in Document E in Part II of this Plan. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

35. The Sponsor is offering the right to use nine available outdoor, off-street Parking Spaces on the Premises for sale to Purchasers of Units, generally on a first-come, first-serve basis; provided however, that Sponsor expressly reserves the right, in its sole discretion, to withhold one or more such spaces for sale to Purchasers of the larger Units or for any other reason. It may also rent any such Parking Spaces to non-residents of the Building, for periods of not less than one week and not more than one month, in which event, rental proceeds shall belong to Sponsor without accountability to the Condominium. All off-street Parking Spaces not previously sold to Purchasers, then rented by Sponsor to non-residents, shall be made available for sale to residents, upon terms and conditions determined by Sponsor, consistent with the terms of this Plan, within 30 days after written request made to the Sponsor, by such residents.

Since (a) Parking Spaces constitute part of a Common Element and (b) Sponsor is not obligated to pay the monthly parking fees for any unsold Parking Licenses, which Purchasers who acquire a Parking License are required to pay (initially, at the rate of $100/mo.), the Condominium will not receive any income from Sponsor to offset the Common Expense consisting of the cost of maintenance and repair of the Parking Spaces.

Sponsor shall have the exclusive right to initially issue Parking Licenses for Parking Spaces and to retain the proceeds of such sale. Upon the initial sale, the Board constitutes the licensor of the Parking Spaces.

See, "Procedure to Purchase" (Section K) and "Rights and Obligations of the Sponsor" (Section P).

As noted in the Section of this Plan entitled "Introduction" (Section C), all references in this Plan to the right to purchase a Parking License or to a Parking Space shall be deemed to refer to the right to use such Parking Space, since ownership of the physical Parking Space is not being offered for sale.

Further, in the event a Purchaser elects to rescind the Parking Space Rider to a Purchase Agreement, but the remainder of the Purchase Agreement remains in full force and effect, such Purchaser shall be refunded that portion of the Deposit, if any, paid under the Parking Space Rider, and the Parking Space Rider shall be terminated and of no further force and effect. If no separate deposit or license issuance fee is indicated in the applicable Parking Space Rider, the deposit or license issuance fee, as the case may be, shall be deemed to be zero.

36. The Board will not obtain or maintain any insurance with respect to any personal property, furniture or furnishings in any Unit or any improvements made by a Unit Owner to a

Unit. Unit Owners are required by the Condominium to obtain and maintain, at their sole cost and expense, from and after Closing, casualty and liability insurance coverage recommended by their own insurance representatives, as more fully described in Section S, "Rights and Obligations of Unit Owners and the Board".

Purchasers who take possession of a Unit prior to Closing should obtain insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss.

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

For more details, see Section S, "Rights and Obligations of Unit Owners and the Board" and the applicable provisions of the By-Laws.

37. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser obtains a mortgage loan: (a) the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act, or (b) Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a loan secured by a mortgage (the "Purchaser Mortgage"), Purchaser shall cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchaser Mortgage as determined by Sponsor, at no cost or expense to Sponsor, and Purchaser will also be responsible for payment of all title recording fees charged with recording documentation necessary to effectuate the mortgage assignment. Upon such assignment, the Purchaser Mortgage (or a portion of the Purchaser Mortgage) will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of the mortgage tax credit, which Purchaser receives as a result of such assignment, and the Purchaser will pay to Sponsor an amount equal to such exemption. In no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser. In the event that for any reason or no reason, Purchaser should fail to cause its lender to accept such mortgage assignment set forth in section (b) hereof, Purchaser shall pay to Sponsor at Closing, an amount equal to the mortgage recording tax exemption which would have been due to Sponsor had an assignment of the Purchaser Mortgage occurred, notwithstanding that there was no such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings, whether or not there is an exemption from the payment of mortgage recording tax. **Prior to obtaining financing, Purchasers should confirm whether their prospective lender will be able to meet the requirements in this paragraph. As coordination of an assignment may be a long lead item, Purchasers should plan in advance to satisfy this requirement with their lender.** (See the Section entitled "Unit Closing Costs and Adjustments" below for further discussion.)

38. Purchasers are advised that the Building is located near the High Line (the "High Line"), a public park built on an elevated freight rail line and owned by the City of New York. As of the date of submission of this Plan to the Department of Law, the High Line is open daily from as early as 7:00 a.m. to as late as 8:00 p.m, however such hours may vary. Purchasers are advised that the proximity of the High Line to the Building may result in certain nuisances to Unit Owners and their guests, including, but not limited to increased foot traffic and noise in the immediate location of the Property. Sponsor shall have no obligations to alleviate such nuisances with respect to the Property. Further, Sponsor makes no representation as to the continued use and operation of the High Line as a public park or as to its current or future hours of operation.

Additionally, Purchasers are advised that the Building is located in a highly populated and bustling area, and that neighboring buildings may currently or in the future be utilized for purposes which may produce loud noises, odors or other nuisances to residents of the Building. Neighboring buildings may be expanded (including built taller) such that a Unit Owner's Unit may be closer to such expanded building and/or the windows of a Unit Owner's Unit may face such expanded building which may result in loud noises, odors or other nuisances to such Unit Owner and may interfere with such Unit Owner's views from its Unit. Sponsor shall have no obligations to alleviate such nuisances, noise or interference with views with respect to the Property.

B. CERTAIN DEFINITIONS

The following terms used throughout this Plan and not otherwise defined herein shall have the following meanings:

"Abandonment Amount" means an amount equal to .5% of the aggregate Offering Price for all Units as initially set forth in this Offering Plan and refers to the aggregate amount of the costs of the following items, each as estimated by an architect or engineer designated by the Sponsor:

(i) the existence of one or more defects in title affecting one or more Units which in the aggregate cannot be cured using reasonable diligence either: (a) without litigation, or (b) for less than the Abandonment Amount and (c) which title defects are not waived in writing by the Purchasers of all Units affected thereby; and

(ii) any damage to or destruction of all or part of the Building by fire or other casualty that is not fully covered by the insurance proceeds retained by Sponsor (excluding any deductible amount), unless Sponsor elects to repair the same; and

(iii) the taking of any material portion of the Premises by condemnation or eminent domain;

provided however, that such costs shall not include the costs to cure title defects, violations, work orders or determinations of any authority or regulatory association, which existed on the Date of Presentation of this Plan and were on that date either known to the Sponsor or a matter of public record.

"Acceptance Date" means the date the Plan is accepted for filing by the Department of Law.

"Additional Deposit" shall have the meaning set forth in the Section entitled "Procedure to Purchase" (Section K).

"AG Regulations" refers to Part 20 of Title 13 NYCRR, as amended from time to time.

"Alterations" mean any alterations, improvements or renovations, whether structural or non-structural, to the Premises or any portion of the Premises.

"Architect" means that Person identified as the Architect in the Section of this Plan entitled "Identity of Parties" (Section Z).

"Architect's Report" or "Property Report" means that description of the condition of the Premises prepared by the Architect, together with all exhibits thereto and documents included therewith, contained in Part II of this Plan as Document B, as the same may be amended from time to time.

"Board of Managers" or "Condominium Board" or the "Board" means the governing body for the Condominium charged with administering and managing the Condominium as described in the By-Laws, as the same may be constituted from time to time.

"Building" means the building located at 517-523 West 29th Street, New York, New York, including all improvements hereafter made to such building.

"By-Laws" or "Condominium By-Laws" means the by-laws governing the operation of the Condominium set forth in their entirety in Part II of this Plan as a part of Document "E," as the same may be amended from time to time.

"Closing" or "Closing Date" or words of similar import means the date on which or as of which title to each Unit is conveyed to a Purchaser under this Plan.

"Closing Notice" shall mean that written notice by or on behalf of Sponsor to a Purchaser scheduling a Closing Date, as more fully set forth in Section M of this Plan, "Terms of Sale".

"Common Charges" means each Unit Owner's proportionate share of the Common Expenses, determined in accordance with the applicable provisions of the Declaration and By-Laws.

"Common Elements" means the common elements of the Condominium (as defined in the Declaration).

"Common Expenses" means those expenses of operating the Condominium generally designated as Common Expenses by or pursuant to the Condominium Act, the Declaration or By-Laws.

"Common Interest" means the proportionate undivided interest in fee simple absolute in the Common Elements appertaining to each Unit.

"Condominium" means The 517 W. 29th Street Condominium, established pursuant to the Declaration and consisting of the Units and the Common Elements.

"Condominium Documents" refer to the Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York, as the same may be amended.

"Consummation of the Plan" shall have the same meaning as set forth in Section 20.1(c)(6) of the Regulations.

"Declaration" or "Declaration of Condominium" means the instrument by which the Premises has been submitted to the Condominium Act, in the form set forth in Part II of this Plan as Document "E," as the same may be amended from time to time.

"Department of Law" means the New York State Department of Law, Real Estate Finance Bureau.

"Deposit" means all amounts paid to the Sponsor, or its agent, by a Purchaser upon the signing of a Purchase Agreement (including any additional sums paid thereunder by a Purchaser, such as an Extra Work Deposit or Additional Deposit), together with interest earned thereon, if any.

"DOB" means the Department of Buildings of the City of New York.

"Effective Date" means the date as of which the Plan is declared effective by the Sponsor in accordance with the section of this Plan entitled "Effective Date of Plan" (Section L).

"Escrow Agent" shall mean the law firm of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036, as holder of sales proceeds under this Plan, or such other law firm as Sponsor may hereafter designate in an amendment to this Plan.

"Extra Work" and "Extra Work Deposit" shall have the respective meanings described in the section of this Plan entitled "Procedure to Purchase" (Section K).

"Family Members" means the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents, nieces, nephews, and aunts and uncles of a Unit Owner. The term "spouse" shall mean any adult person of the same or opposite sex to whom the Unit Owner is married or with whom the Unit Owner actually resides and who is not related by blood or adoption to the Unit Owner.

"First Year of Condominium Operation," or similar phrase, shall have the meaning set forth in Schedule "B" of this Plan.

"Housing Warranty" shall mean the Housing Merchant Implied Warranty provided by statute in Article 36-B of the New York General Business Law, as amended from time to time.

"Improvements" mean the existing building and other improvements on the Land and those improvements being made by the Sponsor to the Premises, as more fully described in this Plan.

"Individual Expense Charges" means such charges as may be assessed by the Board against one or more particular Unit Owners for liabilities or costs incurred by the Board as a result of the wrongful acts or omissions of such Unit Owner, his or her guests or contractors.

"Initial Closing" or "First Closing" means the first Closing of the sale of a Unit sold pursuant to this Plan.

"Interim Lease" means that lease or other occupancy agreement which may be entered into between the Sponsor and a Purchaser prior to closing on such Purchaser's Unit as more fully described in the section of this Plan entitled "Interim Leases" (Section N).

"Land" means the land upon which the Building is located, as more particularly described in the Declaration.

"Lender" means such lender, if any, as identified in Section C of this Plan ("Introduction"), together with its successors or assigns.

"Limited Common Elements" means those portions of the Common Elements described in the Declaration which have been designated for use by one or more but less than all of the Unit Owners.

"Managing Agent" means such person, if any, as the Sponsor or Condominium designates as such from time to time to manage the affairs of the Condominium.

"Offering Date" means that approximate initial date of the offering under this Plan, as set forth on the cover of this Plan.

"Offering Price" means that purchase price at which Units are being offered for sale by the Sponsor under this Plan, as the same may be amended from time to time.

"Operating Expenses" shall mean those Common Expenses incurred to operate the Condominium during the Waiver Period, as more fully described in the Section of this Plan entitled "Rights and Obligations of the Sponsor" (Section P).

"Permitted Exception" shall have the meaning set forth in the section of this Plan entitled "Terms of Sale" (Section M).

"Permitted Mortgage" means a recorded first mortgage on any Unit, together with any subsequent consecutively recorded mortgages held by the same mortgagee.

"Permitted Mortgagee" means the holder of a Permitted Mortgage.

"Person" means a natural person, corporation, partnership, association, limited liability company, trustee or other legal entity.

"Plan" or "Offering Plan" means this offering plan, as amended from time to time.

"Premises" or "Property" means, collectively, the Land and Building.

"Property Tax Consultant" shall mean that individual or entity identified as such in Section Z of this Plan entitled, "Identity of Parties".

"Purchase Agreement" or "Agreement" means a written contract for the purchase and sale of a Unit under this Plan, including any amendment to such Contract.

"Purchase Price" means the total purchase price for a Unit (and Parking License, if applicable) actually payable by a Purchaser under a Purchase Agreement.

"Purchaser" means a person who has duly executed and delivered a Purchase Agreement and is not then in default thereunder.

The "Regulations" refers to 13 NYCRR Part 20, of the Attorney General's Regulations, as amended from time to time.

"Selling Agent" shall mean such Person, if any, as the Sponsor designates and identifies in this Plan as such from time to time to represent Sponsor in the sale and marketing of Units under this Plan.

"Special Assessments" shall mean those charges, other than Common Charges, which the Board is authorized to levy and assess against Unit Owners in accordance with their respective Common Interests.

"Sponsor" means Project 29 West Chelsea LLC, a Delaware limited liability company, having an office at the address set forth on the cover of this Plan and its successors and assigns.

"Sponsor Control Period" shall have the meaning set forth in "Control by the Sponsor" (Section Q).

"Sponsor-designee" shall mean any Person designated as such in writing by Sponsor to hold title to any Unsold Unit, including Sponsor's rights and privileges appurtenant thereto. Sponsor's written statement shall be conclusive evidence of such status so as to entitle such person to the rights of a Sponsor under this Plan (as the same may be limited in such designation).

"Tax Benefits" shall have the meaning, if any, set forth in "Real Estate Taxes" (Section T).

"Tax Escrow" shall have the meaning set forth in Section O, "Closing Costs and Adjustments."

"Tax Liability Period" shall have the meaning set forth in the Section entitled "Closing Costs and Adjustments" (Section O).

"Title Company" shall mean Chicago Title Insurance Company, or such other title insurance company as Sponsor may designate from time to time.

"Transfer Taxes" shall mean, collectively, the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, in effect as of the date in question.

"Unit" or "Residential Unit" means that portion of the Building designated as a Unit in the Declaration, together with its appurtenant Common Interest.

"Unit Owner" refers to the record owner of fee title to a Unit at the date in question.

"Unit Deed" means that instrument conveying title from Sponsor to a Purchaser, substantially in the form of Document "C" in Part II of this Plan.

"Unsold Unit" means any Unit owned by Sponsor or a Sponsor-designee at the time in question.

"Waiver Period" shall mean that period, if any, during which Sponsor shall have caused the Board to waive assessment and collection of Common Charges, as more fully described in the Section of this Plan entitled "Rights and Obligations of the Sponsor" (Section P).

Use of the masculine gender in this Plan shall be deemed to include the feminine and neuter genders and use of the singular shall be deemed to refer to the plural, and vice-versa, wherever the context so requires. References in this Plan to a particular Section shall mean and refer to that particular section of this Plan, unless otherwise specified.

C. INTRODUCTION

The Premises

The Premises consist of an approximately 9,875 square foot lot, between 10th Avenue and 11th Avenue, in Manhattan, together with the building and other improvements thereon. The lot is zoned C6-3 (R-9 Residential District Equivalent) in the Special West Chelsea District, pursuant to the New York City Zoning Resolution, which permits use of the Premises for residential purposes.

Project 29 West Chelsea LLC, a Delaware limited liability company, with an office at 450 West 14th Street, New York, New York (the "Sponsor"), acquired the Premises in 2015.

The building is an existing 10-story building (the "Building"), which contains 60 residential units (each, a "Unit" or "Residential Unit") and outdoor, partially-covered parking spaces for nine vehicles (one of which is designated for use exclusively by handicapped persons ("Parking Spaces"). The street address for the Building is 517-523 West 29th Street. The Building was substantially constructed circa 2021. Accordingly, all Residential Units have been previously occupied by renters and may, as provided for herein, be leased by Sponsor prior to a conveyance to a Purchaser hereunder, provided that no new lease (other than to a Purchaser) shall be entered into for a Residential Unit prior to consummation of the Plan. Purchasers are advised to review the Architect's Description of Property and Building Conditions included in Part II of the Plan (the "Architect's Report" or "Property Report") for a description of the current condition of the Building. In furtherance of the foregoing, and notwithstanding anything to the contrary set forth herein, except as expressly set forth otherwise herein, the Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing and Sponsor makes no warranties or guarantees implied or otherwise with respect to the condition of the Building.

Additionally, all Common Elements of the Building are offered and in their existing "As Is", "Where Is", and "With All Faults" condition, unless expressly provided otherwise in the Property Report included in Part II of the Plan. In no event will Sponsor be liable for special or consequential damages in or to the Building (whether based on negligence, breach of contract, warranty, or otherwise), provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of its gross negligence or gross negligence of its authorized agents or employees in connection with the transactions contemplated in the Plan.

There is an existing final Certificate of Occupancy (C.O. No. 1080334), dated September 20, 2022, in place for the Building. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of a Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or final certificate of occupancy covering such Unit.

Pursuant to a declaration of condominium to be recorded in the Office of the New York City Register for New York County (the "Declaration"), The 517 W. 29th Street Condominium (the "Condominium") shall be established at the Premises. The Condominium will consist of 60 Residential Units, as more fully described in this Plan. The right to use a designated Parking Space shall be available to Unit Owners (and only such Unit Owners) who have acquired from Sponsor the right to use one. Sponsor shall have the exclusive right to initially issue Parking Licenses for Parking Spaces and to retain the proceeds of such sale. Upon the initial sale, the Board constitutes the licensor of the Parking Spaces. The terms of the use of such Parking Licenses are set forth in a written agreement with the Condominium (a "Parking License"), as more fully described in "Procedure to Purchase" (Section K). The form of Parking License, including a diagram showing the respective Parking Space numbered designations, is included in Part II as Document H.

The Architect's Description of Property and Building Condition, contained in Part II of this Plan as Document B, including the floor plans and other exhibits which are part of that document (all of which, as amended from time to time, is referred to in this Plan as the "Property Report"), sets forth a more complete description of the Units.

Pursuant to the Declaration, the Units may be used for residential purposes, in accordance with applicable zoning requirements and subject to certain prohibitions described in the Declaration. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

Summary of Transaction

As set forth above, the Condominium shall be established pursuant to the Declaration and the Premises thereby submitted to the provisions of Article 9-B of the New York Real Property Law (the "Condominium Act"). The proposed form of Declaration and the By-Laws of the Condominium are set forth in their entirety in Part II as Document "E."

Sponsor reserves the right, from time to time (a) at any time to withhold Units from sale and, (b) following consummation of the Plan, to rent Unsold Units and Parking Spaces if, in its sole discretion, it determines that market conditions are such that Sponsor will be unable to sell such Units for a Purchase Price or upon such other terms or conditions as are acceptable to Sponsor. While it is the present intention of the Sponsor to sell rather than rent Unsold Units, due to the reservation of rights by Sponsor described in this paragraph, there is no commitment to sell more Units than the 15% necessary to declare the Plan effective and Owner-occupants may not gain effective control and management of the Condominium, subject, however, to Sponsor's limited right to exercise voting control of the Board. See, "Rights and Obligations of Sponsor" (Section P) and "Control by the Sponsor" (Section Q).

Sponsor has obtained a loan encumbering the Property from Square NY Capital Lender LLC, the lien of which shall be released from each Unit, together with its Common Interest, at or prior to such Unit's closing. The Offering Prices for Units set forth in Schedule A of this Plan comply with such release price requirements. There are no other terms under such financing creating or relating to the Sponsor's obligation to sell Units nor any limits or requirements imposed by the lender for Sponsor to rent rather than sell Units under specified market conditions.

In the event that the Sponsor makes a bulk sale of all or some of its Unsold Units, the transferee, as a successor sponsor, shall be bound by Sponsor's representations, if any, in this Plan regarding its commitment to sell Units.

The Board of Managers of the Condominium (the "Board"), acting on behalf of the Unit Owners, shall make any and all decisions relating solely to the operation and cost of operation of the Condominium and the costs incurred solely in connection with the operation, maintenance, alteration and improvement of the Units will be borne solely by the Unit Owners.

The purpose of this Plan is to set forth all of the material terms of the offer of the Sponsor to sell Units and the ancillary rights to use a designated Parking Space. The Plan may be amended from time to time by filing an amendment with the New York State Department of Law. Amendments shall be served on all offerees as follows: Purchasers, one Unit Owner for each sold Unit and any other persons entitled to service pursuant to local law or regulation. See, "Changes in Prices and Units" (Section J).

The right to use a designated Parking Spaces is offered for sale by Sponsor to Purchasers (and Unit Owners) who agree to enter into a Parking License with the Condominium, on a first-come, first serve basis, as more fully-described in this Plan. For the avoidance of doubt, Sponsor shall have the exclusive right to initially issue Parking Licenses for Parking Spaces and to retain the proceeds of such sale. Upon the initial sale, the Board constitutes the licensor of the Parking Spaces.

Sponsor expressly reserves the right to limit the number of Parking Spaces sold to each Purchaser and otherwise negotiate or modify the terms of sale for Parking Licenses. The Parking License requires payment by the licensee to the Condominium of a monthly fee intended to cover all or a portion of the anticipated costs for the Condominium to maintain the Parking Spaces. All references in this Plan to the right to purchase a Parking License or to a Parking Space shall be deemed to refer to the right to use such Parking Space, since ownership of the physical Parking Space is not being offered for sale.

The initial purchase price at which each of the Units and Parking Spaces is being offered for sale by the Sponsor (the "Offering Price") and related information for each Unit is set forth in Schedule "A" of this Plan entitled "Schedule of Offering Prices and Other Financial Details for Each Unit." The Offering Prices may be changed from time to time by the Sponsor as described in this Plan in the section "Changes in Prices and Units" (Section J). Therefore, Purchasers may pay or may have paid different prices for the similar Units. THE OFFERING PRICES FOR THE UNITS HAVE BEEN DETERMINED BY THE SPONSOR ALONE AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Further, in the event a Purchaser elects to rescind the Parking Space Rider to a Purchase Agreement, but the remainder of the Purchase Agreement remains in full force and effect, such Purchaser shall be refunded that portion of the Deposit, if any, paid under the Parking Space Rider, and the Parking Space Rider shall be terminated and of no further force and effect. If no separate deposit or license issuance fee is indicated in the applicable Parking Space Rider, the deposit or license issuance fee, as the case may be, shall be deemed to be zero.

Banks and other lending institutions in the State of New York are permitted to finance a portion of the Purchase Price for Units for those Purchasers whose credit, income and reputation are acceptable to the lending institution. Neither the Sponsor, nor any person or entity associated with the Sponsor makes any representation, warranty or assurance as to the terms, conditions, costs or availability of financing sought in connection with the purchase of a Unit. Moreover, the Purchase Agreement is not contingent upon a Purchaser obtaining a commitment for satisfactory purchase-money financing. Therefore, a Purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once such satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, Sponsor may (but is not obligated) to cancel the Purchase Agreement and retain the Deposit as liquidated damages. See, "Procedure to Purchase" (Section K).

The agreement to purchase a Unit (and Parking License, if applicable) is called a "Purchase Agreement," or "Agreement", the form of which is contained in Part II of the Plan as Document "A."

The applicable rules for the operation of the daily affairs of the Condominium as well as the rights and obligations of Unit Owners are set forth in the Declaration and By-Laws, copies of which are included in Part II of this Plan.

Parts I and II of the Offering Plan, together with the exhibit volumes submitted to the Department of Law in connection with the filing of this Plan, constitute the entire offer of the Sponsor. Copies of the Offering Plan and said exhibit volumes are available for inspection by prospective Purchasers without charge, or for copying at a reasonable charge, at the Department of Law, the office of the Sponsor during normal business hours, or the sales office, if any, located at the Premises whenever the sales office is open, in any event upon reasonable prior notice.

Basic Aspects of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Purchaser of a Unit owns the following property rights: (a) his or her Unit outright, and he or she is entitled to the exclusive use, occupancy and possession thereof, (b) an undivided percentage interest, in fee simple, in and the right to use the Common Elements, together with all other Unit Owners, (c) the substantially exclusive right to use certain Limited Common Elements, if applicable and (d) certain easement rights with respect to other Units and the Common Elements. Each Unit Owner is obligated to comply with the Declaration, the By-Laws, Rules and Regulations and any other requirements of the Board.

The business of the Condominium generally will be governed by the Board, members of which are elected by the Unit Owners as more fully described in Section R, "Board of Managers." See also, "Control by the Sponsor" (Section Q). A Unit Owner will be required to pay monthly Common Charges which the Board will use for payment of the costs of operation and maintenance of the Condominium as well as to establish or maintain such reserves as the Board may deem appropriate from time to time, based upon the total cash requirements of the Condominium as projected in an annual budget adopted each year by the Board. A budget for the projected First

Year of Condominium Operation, together with supporting footnotes, is set forth as Schedule "B" of this Plan.

Each Unit Owner may use, lease, mortgage, sell, alter, renovate or improve his or her Unit in accordance with the By-Laws. Generally, sales and leases are subject to a right of first refusal held by the Board. See, "Rights and Obligations of Unit Owners and the Board" (Section S). Since the Board has only a right of first refusal (excluding sales by Sponsor, which is not subject to any right of first refusal or other restriction) and does not have the right to approve or disapprove purchasers, there is no limit on the number of Owners who may purchase their Unit for investment purposes rather than for personal occupancy and there may always be a substantial percentage of Owners who are non-residents.

A Unit Owner will be responsible for maintaining his or her Unit and making repairs within the Unit. Generally, after purchasing a Unit, a Unit Owner may, at his or her own cost and expense and with the prior consent of the Board (which shall not be unreasonably withheld), make alterations or improvements within his or her Unit, so long as he or she obtains all necessary permits, licenses and approvals and otherwise complies with the requirements of the Board.

The Board is obligated to obtain and maintain in full force and effect at all times appropriate fire, casualty and liability insurance for protection against loss or damage to the Common Elements and Limited Common Elements. Unit Owners are required by the Condominium, to obtain and maintain, at their cost, insurance coverage against (i) the risk of loss to the interior of their Unit and to their personal property and fixtures, and (ii) the risk of liability to others for loss, injury or damages occurring within their Unit. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

Upon apportionment of separate tax lots for each Unit by the City of New York, each Unit (including its allocable Common Interest) will be taxed separately for real estate tax purposes and no Unit Owner will be liable for the real estate taxes payable with respect to any other Unit. As set forth in the written opinion of Kramer Levin Naftalis & Frankel LLP, counsel for Sponsor, if this Plan becomes effective in accordance with its terms and all of the conditions referred to in such opinion are met, each Unit Owner will be entitled to deduct for U.S. federal income tax purposes, a portion of the amount of (a) real estate taxes paid with respect to his or her Unit, and (b) interest paid on any mortgage incurred to acquire his or her Unit if such Unit is used by the Unit Owner as his or her principal or secondary residence. See, "Opinions of Counsel" (Section V).

Units may be purchased by, on behalf of or in the name of one or more Persons. If the Purchaser is not a natural person, the Board may require a personal guaranty of the Purchaser's obligations to make payments to the Board and other representations, covenants and assurances by the Purchaser as to occupancy of the Unit, identity of the members of the Purchaser, or such other matters as the Board may determine in its sole discretion. See, "Terms of Sale" (Section M).

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.

D. DESCRIPTION OF PREMISES AND IMPROVEMENTS

The Premises

The Premises consist of an approximately 9,875 square foot lot, between 10th Avenue and 11th Avenue, in Manhattan, together with the building and other improvements thereon. The lot is zoned C6-3 (R-9 Residential District Equivalent) in the Special West Chelsea District, pursuant to the New York City Zoning Resolution, which permits use of the Premises for residential purposes.

The Building is an existing 10-story building, which contains 60 Residential Units. Floor plans for the Premises, including the Units, are included with the Property Report, contained in Part II of this Plan as Document B. In addition, the Premises include (a) an outdoor garden area with barbecue area for resident access, (b) a fitness center, (c) bicycle storage area and (d) partially-covered outdoor parking spaces for nine cars, one of which is reserved exclusively for use by handicapped persons. The Building was substantially constructed circa 2021 and was previously occupied for residential use. Accordingly, all Residential Units have been previously occupied by renters and may, as provided for herein, be leased by Sponsor prior to a conveyance to a Purchaser hereunder, provided that no new lease (other than to a Purchaser) shall be entered into for a Residential Unit prior to consummation of the Plan. Purchasers are advised to review the Architect's Description of Property and Building Conditions included in Part II of the Plan for a description of the current condition of the Building. In furtherance of the foregoing, and notwithstanding anything to the contrary set forth herein, except as expressly set forth otherwise herein, the Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing and Sponsor makes no warranties or guarantees implied or otherwise with respect to the condition of the Building.

In no event will Sponsor be liable for special or consequential damages in or to the Building (whether based on negligence, breach of contract, warranty, or otherwise), provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of its gross negligence or gross negligence of its authorized agents or employees in connection with the transactions contemplated in the Plan.

There is an existing final Certificate of Occupancy (C.O. No. 1080334), dated September 20, 2022, in place for the Building. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of a Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or final certificate of occupancy covering such Unit.

Units

The Premises consist of 60 Residential Units as more fully-described in the Property Report (Document "B" in Part II of this Plan).

A Unit Owner will hold fee title to his or her Unit. Each Unit will consist of the area described as follows: (a) measured horizontally, from the exterior side of the glass, blockwork or other exterior surface of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the exterior side of the opposite exterior wall or the center line of the demising wall separating one Unit from another Unit or the exposed surface of the demising wall separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements and (b) measured vertically, from the top of the concrete floor to the concrete ceiling of such Unit.

Floor plans for each of the Units (or Unit types) are included in Part II of this Plan as a part of Document "B." Such floor plans are subject to the rights of Sponsor to change the number of rooms in, as well as the size, layout and dimensions of one or more Unsold Units. The dimensions of the Units set forth in the floor plans and as an exhibit to the Declaration are subject to reasonable construction variances and tolerances. As is customary for similar developments in the New York City metropolitan area, less floor area is actually available for use than the dimensions show. The Sponsor shall have no liability or responsibility to Purchasers, nor shall any Purchaser be entitled to any reduction in or credit against the Purchase Price or otherwise be relieved from performing his or her obligations under the Purchase Agreement, so long as the dimensions and layout of any Unit and the appurtenant Limited Common Elements, if any, substantially conform to the floor plans. Non-material deviations from the dimensions and/or Unit area specified in the floor plans shall be deemed insubstantial for which Sponsor assumes no responsibility to Purchasers (note that there is a rebuttable presumption that a reduction in Unit area of 5% or less is non-material). Ceiling heights within certain Units and common areas will vary due to existing conditions and other factors. See, "Changes in Prices and Units" (Section J).

Heat and air conditioning to each Unit is provided by a variable refrigerant flow split-system, with the associated condenser unit located on the roof of the Building. Natural gas is used for domestic hot water and for cooking in each Unit as well as the clothes dryer in each Unit. The cost of gas used within the Units is a Common Expense, while the cost of electricity used within each Unit for heating and air conditioning, operating lights and appliances, shall be billed to and paid directly by the Unit Owner.

Each Unit shall include the following appliances, as more fully described in the Property Report (Document B in Part II of this Plan): microwave oven, gas cooktop, refrigerator, dishwasher, vent hood, gas dryer, washer, in-sink garbage disposal and (in Units PHC and PHD only) a wine cooler. Purchasers are advised that at the time in which their closing occurs, warranties on appliances and other equipment exclusively serving their Unit may have expired, and accordingly, Sponsor makes no warranties as to any appliances or fixtures in a Unit. Notwithstanding the foregoing, to the extent that such warranties are in the possession of Sponsor and are effective at the time in which a Purchaser's closing occurs, Sponsor shall assign such warranties to Purchasers under this Plan at their respective closings.

Each Unit shall also include smoke and carbon monoxide detectors and an intercom system for communication with the door attendant. Wiring will be installed in each Unit to enable a Unit Owner, at his or her option and sole cost, to obtain telephone and cable television services directly from the supplier of such services, although any cable distribution wiring within the Unit from the point of entry of the cabling to the Unit shall be the responsibility of the Unit Owner.

Costs and expenses incurred in connection with the operation, maintenance, repair or replacement of the interior of the Units (including, without limitation, the windows and terrace doors, if any, therein) shall be borne by Unit Owner.

For a more complete description of the Premises, See, the Property Report (Part II, Document "B").

Common Elements

The Common Elements include the Land and all parts of the Building and improvements thereon other than the Units. Reference should be made to the Declaration, set forth in its entirety in Part II, as Document "E," for a detailed description of the Units, Common Elements and Limited Common Elements, if any.

Common Elements consist of portions of the Premises which are intended to serve or benefit or are available for common use by all Unit Owners and which are necessary or convenient for the existence, maintenance or safety of the Premises. Common Elements include, but are not limited to, the Land, exterior portions and foundations of the Building, the roof (subject to the exclusive right to use a portion of the roof deck in favor of each of the Units Owner of the several Penthouse Units, if and then, as described in this Plan), lobby, elevator, common stairway and all mechanical systems serving the Premises generally. Parking Spaces are also considered part of the Common Elements, as to which Unit Owners who have acquired the same, shall have the exclusive right to use in accordance with the terms and conditions of a Parking License. Sponsor shall have the exclusive right to initially issue Parking Licenses for Parking Spaces and to retain the proceeds of such sale. Upon the initial sale, the Board constitutes the licensor of the Parking Spaces. The Parking License requires payment by the licensee to the Condominium of a monthly fee intended to cover all or a portion of the anticipated costs for the Condominium to maintain the Parking Spaces. A Unit's undivided percentage interest in the Common Elements is referred to as such Unit's "Common Interest."

The Board is responsible for maintenance and repairs to the Common Elements. Generally, the costs and expenses incurred in connection with the operation, maintenance and repair or replacement of the Common Elements are referred to as "Common Expenses" and are borne jointly by the Unit Owners in proportion to their respective Common Interests; provided however, that if and to the extent that any particular Unit(s) enjoys the benefit of such expenses in a manner which is significantly greater than its respective Common Interest, it is intended that such Unit Owner bear a proportionately higher percentage of such expenses, as may be determined by the Sponsor prior to the Initial Closing and thereafter by the Board.

Limited Common Elements

Certain Common Elements which serve or have special or exclusive use for or availability to the Owner or Owners of one or more but less than all of the Units are designated as Limited Common Elements. Limited Common Elements include, by way of example, the terraces appurtenant to certain of the Units, as more fully set forth in this Plan.

Ordinary maintenance and repairs to Limited Common Elements are the responsibility of the Unit Owner of the Unit to which such Limited Common Elements are appurtenant. The costs

and expenses incurred in connection with the operation, maintenance, repair or replacement of the Limited Common Elements will be borne by those Unit Owners intended to benefit from such expenses in proportion to their respective Common Interests; provided however, that to the extent any particular Unit enjoys the benefit of such expenses in a manner which is relatively greater than its Common Interest, it is intended that the Owner of such Unit bear a higher relative percentage of such expenses. Reference should be made to Schedule "A" of this Plan for the estimated Common Charges for each Unit during the projected First Year of Condominium Operation and Schedule "B" of this Plan for a description of the projected income and expenses of the Condominium during such first year of operation, including any Building expenses which have been specially allocated among the Units. In addition, capital costs associated with the repair or replacement of facilities, systems or spaces which may benefit only certain Units may be assessed exclusively against such Unit Owners.

Decoration of and ordinary maintenance and repairs to Limited Common Elements are the right and obligation of the Unit Owner(s) having exclusive rights with respect thereto in the same manner and to the same extent as such Unit Owner(s) has the right to decorate, maintain and repair his or her own Unit. That is, he or she is required to maintain such Limited Common Element in good repair and condition at his or her sole cost and expense. Unit Owners are also restricted as to alterations affecting Limited Common Elements visible from the public streets or affecting any other Common Elements. Structural repairs, alterations or improvements to Limited Common Elements may be made only by the Board. Unless such repairs are necessitated by the acts or omissions of a Unit Owner (in which event, the cost thereof shall be paid by such Unit Owner), the cost of such structural repairs, alterations and improvements are a Common Expense.

Easements

The Board and its designated agents or contractors shall have an easement of access to the Common Elements and Limited Common Elements for purposes of repair, maintenance, improvement, replacement or service. Unit Owners shall also have certain easement rights to such portions of the Common Elements and Limited Common Elements and other Units as is necessary to protect, maintain and repair facilities within each Unit. For a description of certain other easement rights, See, "Rights and Obligations of Unit Owners and the Board" (Section S). The Sponsor and its designees have the additional right, in the nature of an easement (in addition to its easement rights as a Unit Owner), to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building. To the extent that any such equipment is not provided, in whole or in part, for the benefit of or use by the Condominium or one or more Unit Owners, the following shall apply to such equipment: (a) Sponsor shall be responsible for all costs associated with such equipment, including, without limitation, additional insurance premiums, if any, resulting directly from such equipment; (b) Sponsor will indemnify the Condominium for any liability (other than any claim for consequential damages) that directly arises from use of the equipment; and (c) the easements associated with such equipment shall be subject to the requirements of applicable provisions, if any, of the New York Real Property Tax Law.

E. LOCATION AND AREA INFORMATION

The Property is located on the north side of West 29th Street, between 10th and 11th Avenues, in the West Chelsea district of Manhattan. Immediately prior to the construction of the Building, the Property was vacant. Historically, there were a mix of residential, commercial and/or manufacturing uses at the Property, as more particularly described in the Description of Property and Building Condition, set forth as Exhibit 4 in Part II of the Plan. The primary zoning for the property is C6-3 (R-9 Residential District Equivalent) in the Special West Chelsea District. Much of the housing stock in the area consists of brownstone and brick townhouses that were built centuries ago. Many of the neighboring buildings, built between the 1880's and 1930's, are protected by the West Chelsea Historic District.

Residents living in West Chelsea often get around on foot or bike. Many shops and restaurants in the area are within walking distance. The Premises are situated approximately halfway between the recently-completed 7 line subway station located at 34th Street and 11th Avenue and the 14th Street-8th Avenue stop for the A, C, E and L lines. For local bus lines, residents can check out the M14D, M12, M14A, M11 and M23. Other public services, including police protection, library, street maintenance, social services and fire protection, are provided by the City of New York. Several religious faiths have established congregations within a short distance of the Premises.

F. SCHEDULE "A" - OFFERING PRICES AND RELATED INFORMATION FOR EACH UNIT - THE 517 W. 29TH STREET CONDOMINIUM - 517-523 West 29th Street, New York, NY Projected First Year of Condominium Operation November 1, 2024 to October 31, 2025

*The projected amounts in this Schedule are for the projected First Year of Condominium Operation

- The projected real estate taxes for the first year of operation contained in this Schedule A are based on an assessment of the Building after construction was substantially completed. See Footnote 6 to this Schedule A and the Section of this Plan entitled "Real Estate Taxes" (Section T) for more information.

Project Name: The 517 W. 29th Street Condominium
Address: 517-523 West 29th Street
New York, NY 10001

SCHEDULE A
Offering Prices and Related Information
All Projected Charges are for the Twelve Month Period
Commencing November 1, 2024 and Ending October 31, 2025 ("First Year")

Unit (1)	Unit Description: Number of Bedrooms & Bathrooms, Etc. (1)	Approximate Square Footage of Unit (1)	Approximate Square Footage of Private Terrace* (2)	Offering Price (3)	Percentage Common Interest (4)	Estimated Monthly Common Charges First Year (5)	Estimated Annual Common Charges First Year (5)	Estimated Monthly Real Estate Taxes First Year (6)	Estimated Annual Real Estate Taxes First Year (6)	Estimated Total Monthly Carrying Charges First Year (7)	Estimated Total Annual Carrying Charges First Year (7)
2A	1 Bed 1 Bath	871		$1,695,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
2B	2 Bed 1.5 Bath	1,038		$2,125,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
2C	Studio 1 Bath	542		$999,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
2D	1 Bed 1 Bath	855		$1,665,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
2E	1 Bed 1 Bath	708		$1,395,000.00	1.43%	$ 991.16	$ 11,893.91	$ 1,669.84	$ 20,038.10	$ 2,661.00	$ 31,932.02
2F	1 Bed 1 Bath	679		$1,340,000.00	1.37%	$ 949.57	$ 11,394.87	$ 1,599.78	$ 19,197.34	$ 2,549.35	$ 30,592.21
2G	Studio 1 Bath	454		$805,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
2H	2 Bed 1 Bath	933		$1,775,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
3A	1 Bed 1 Bath	871		$1,725,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
3B	2 Bed 1.5 Bath	1,038		$2,150,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
3C	Studio 1 Bath	542		$1,015,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
3D	1 Bed 1 Bath	855		$1,695,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
3E	1 Bed 1 Bath	708		$1,415,000.00	1.43%	$ 991.16	$ 11,893.91	$ 1,669.84	$ 20,038.10	$ 2,661.00	$ 31,932.02
3F	1 Bed 1 Bath	679		$1,365,000.00	1.37%	$ 949.57	$ 11,394.87	$ 1,599.78	$ 19,197.34	$ 2,549.35	$ 30,592.21
3G	Studio 1 Bath	454		$820,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
3H	2 Bed 1 Bath	933		$1,800,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
4A	1 Bed 1 Bath	871		$1,750,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
4B	2 Bed 1.5 Bath	1,038		$2,175,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
4C	Studio 1 Bath	542		$1,050,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
4D	1 Bed 1 Bath	855		$1,725,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
4E	1 Bed 1 Bath	708		$1,425,000.00	1.43%	$ 991.16	$ 11,893.91	$ 1,669.84	$ 20,038.10	$ 2,661.00	$ 31,932.02
4F	1 Bed 1 Bath	679		$1,395,000.00	1.37%	$ 949.57	$ 11,394.87	$ 1,599.78	$ 19,197.34	$ 2,549.35	$ 30,592.21
4G	Studio 1 Bath	454		$840,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
4H	2 Bed 1 Bath	933		$1,825,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
5A	1 Bed 1 Bath	871		$1,795,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
5B	2 Bed 1.5 Bath	1,038		$2,225,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
5C	Studio 1 Bath	542		$1,085,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
5D	1 Bed 1 Bath	855		$1,750,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
5E	2 Bed 1 Bath	914		$1,925,000.00	1.85%	$ 1,282.27	$ 15,387.23	$ 2,160.29	$ 25,923.42	$ 3,442.55	$ 41,310.65
5F	Studio 1 Bath	473		$905,000.00	0.96%	$ 665.39	$ 7,984.72	$ 1,121.01	$ 13,452.15	$ 1,786.41	$ 21,436.88

Project Name: The 517 W. 29th Street Condominium
Address: 517-523 West 29th Street
New York, NY 10001

SCHEDULE A
Offering Prices and Related Information
All Projected Charges are for the Twelve Month Period
Commencing November 1, 2024 and Ending October 31, 2025 ("First Year")

Unit (1)	Unit Description: Number of Bedrooms & Bathrooms, Etc. (1)	Approximate Square Footage of Unit (1)	Approximate Square Footage of Private Terrace* (2)	Offering Price (3)	Percentage Common Interest (4)	Estimated Monthly Common Charges First Year (5)	Estimated Annual Common Charges First Year (5)	Estimated Monthly Real Estate Taxes First Year (6)	Estimated Annual Real Estate Taxes First Year (6)	Estimated Total Monthly Carrying Charges First Year (7)	Estimated Total Annual Carrying Charges First Year (7)
5G	Studio 1 Bath	454		$865,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
5H	2 Bed 1 Bath	933		$1,875,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
6A	1 Bed 1 Bath	871		$1,835,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
6B	2 Bed 1.5 Bath	1,038		$2,250,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
6C	Studio 1 Bath	542		$1,125,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
6D	1 Bed 1 Bath	855		$1,775,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
6E	2 Bed 1 Bath	914		$1,950,000.00	1.85%	$ 1,282.27	$ 15,387.23	$ 2,160.29	$ 25,923.42	$ 3,442.55	$ 41,310.65
6F	Studio 1 Bath	473		$945,000.00	0.96%	$ 665.39	$ 7,984.72	$ 1,121.01	$ 13,452.15	$ 1,786.41	$ 21,436.88
6G	Studio 1 Bath	454		$885,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
6H	2 Bed 1 Bath	933		$1,925,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
7A	1 Bed 1 Bath	871		$1,870,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
7B	2 Bed 1.5 Bath	1,038		$2,275,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
7C	Studio 1 Bath	542		$1,150,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
7D	1 Bed 1 Bath	855		$1,800,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
7E	2 Bed 1 Bath	914		$1,975,000.00	1.85%	$ 1,282.27	$ 15,387.23	$ 2,160.29	$ 25,923.42	$ 3,442.55	$ 41,310.65
7F	Studio 1 Bath	473		$960,000.00	0.96%	$ 665.39	$ 7,984.72	$ 1,121.01	$ 13,452.15	$ 1,786.41	$ 21,436.88
7G	Studio 1 Bath	454		$899,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
7H	2 Bed 1 Bath	933		$1,950,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
8A	1 Bed 1 Bath	871		$1,915,000.00	1.76%	$ 1,219.89	$ 14,638.66	$ 2,055.19	$ 24,662.28	$ 3,275.08	$ 39,300.94
8B	2 Bed 1.5 Bath	1,038		$2,300,000.00	2.10%	$ 1,455.55	$ 17,466.58	$ 2,452.22	$ 29,426.59	$ 3,907.76	$ 46,893.17
8C	Studio 1 Bath	542		$1,175,000.00	1.10%	$ 762.43	$ 9,149.16	$ 1,284.49	$ 15,413.93	$ 2,046.92	$ 24,563.09
8D	1 Bed 1 Bath	855		$1,849,000.00	1.73%	$ 1,199.09	$ 14,389.14	$ 2,020.16	$ 24,241.90	$ 3,219.25	$ 38,631.04
8E	2 Bed 1 Bath	914		$1,995,000.00	1.85%	$ 1,282.27	$ 15,387.23	$ 2,160.29	$ 25,923.42	$ 3,442.55	$ 41,310.65
8F	Studio 1 Bath	473		$975,000.00	0.96%	$ 665.39	$ 7,984.72	$ 1,121.01	$ 13,452.15	$ 1,786.41	$ 21,436.88
8G	Studio 1 Bath	454		$915,000.00	0.92%	$ 637.67	$ 7,652.03	$ 1,074.30	$ 12,891.65	$ 1,711.97	$ 20,543.67
8H	2 Bed 1 Bath	933		$1,975,000.00	1.89%	$ 1,309.99	$ 15,719.93	$ 2,206.99	$ 26,483.93	$ 3,516.99	$ 42,203.85
PHA	2 Bed 2.5 Bath	1,790	748	$4,475,000.00	3.62%	$ 2,509.09	$ 30,109.07	$ 4,227.15	$ 50,725.83	$ 6,736.24	$ 80,834.89
PHB	2 Bed 2.5 Bath	1,792	751	$4,121,600.00	3.62%	$ 2,509.09	$ 30,109.07	$ 4,227.15	$ 50,725.83	$ 6,736.24	$ 80,834.89
PHC	2 Bed 2 Bath	1,645	685	$4,112,500.00	3.33%	$ 2,308.08	$ 27,697.01	$ 3,888.51	$ 46,662.16	$ 6,196.60	$ 74,359.17
PHD	2 Bed 2 Bath	1,667	682	$4,167,500.00	3.29%	$ 2,280.36	$ 27,364.32	$ 3,841.80	$ 46,101.65	$ 6,122.16	$ 73,465.97
Residential Units Total:		49,454	2,866	$ 103,938,600.00	100.00%	$ 69,311.85	$ 831,742.14	$ 116,772.17	$ 1,401,266.00	$ 186,084.01	$ 2,233,008.14
Total Number of Units: 60											

*The Terraces may not be legally used as a bedroom or living room and doing so may result in a building code violation being issued for the Building.

TRUE TRUE TRUE TRUE TRUE

Project Name: The 517 W. 29th Street Condominium
Address: 517-523 West 29th Street
New York, NY 10001

SCHEDULE A-1
Offering Prices and Related Information
Commencing November 1, 2024 and Ending October 31, 2025 ("First Year")

Parking Space Number	Approximate Square Footage	License Issuance Fee	Monthly License Fee
Parking Space 1	133SF	$500,000	$100
Parking Space 2	133SF	$500,000	$100
Parking Space 3	133SF	$500,000	$100
Parking Space 4	133SF	$500,000	$100
Parking Space 5	133SF	$500,000	$100
Parking Space 6	133SF	$500,000	$100
Parking Space 7	133SF	$500,000	$100
Parking Space 8	133SF	$500,000	$100
Parking Space 9	133SF	$500,000	$100

FOOTNOTES TO SCHEDULE "A"

(1) Floor Area. Each Unit consists of the area described as follows: (a) measured horizontally, from the exterior side of the glass, blockwork or other exterior surface of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the exterior side of the opposite exterior wall or the center line of the demising wall separating one Unit from another Unit or the exposed surface of the demising wall separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements and (b) measured vertically, from the top of the concrete floor to the concrete ceiling of such Unit. The interior floor areas shown do not include available space on the balconies, terraces or gardens appurtenant to each of the Units. "(D)" refers to a duplex Unit. "(T)" refers to exterior Terrace space appurtenant to the Unit.

(2) The floor areas specified in this Schedule are greater than the floor areas actually available for use. Any floor plan or sketch contained in this Plan or shown to a prospective Purchaser is accurate within reasonable tolerances. Each Unit should be inspected prior to signing a Purchase Agreement in order to determine such Unit's actual dimensions, layout and physical condition. See also, "Description of the Premises and Improvements" (Section D).

(3) Private Terrace. The respective penthouse units are accorded with dedicated outdoor terrace areas. These spaces 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.

(4) Offering Price. Purchasers may purchase one or more Units, subject to availability. In addition to the Offering Price, a Purchaser shall pay certain closing costs and adjustments, as more fully set forth in the section of this Plan entitled "Closing Costs and Adjustments" (Section O). Offering Prices, as well as other terms and conditions of the offering under this Plan, may from time to time be changed, amended or negotiated, solely at the discretion of the Sponsor, all as more fully explained in the section of this Plan entitled "Changes in Prices and Units" (Section J). As a result, Purchasers may pay different prices for similar Units.

(5) Common Interest. In accordance with 339-(i)(1)(iv) of the Act, the percentage of Common Interest appurtenant to each Unit is computed based upon the floor space of the Unit as of the anticipated date that the Declaration will be filed, giving effect to other factors of relative value, such as location, uniqueness, overall dimensions and the availability of Limited Common Elements for exclusive or shared use. The percentage of Common Interest allocated to certain Units may vary after the date of this Plan with the consent of all affected Unit Owners and amendment of the Declaration and this Plan. See, "Changes in Prices and Units" (Section J).

(6) Common Charges. These amounts generally reflect a Unit Owner's proportionate share of the projected cash requirements for operating the Condominium (including budgeted reserves) as estimated for the projected First Year of Condominium Operation, subject to the special allocation of certain expenses among the Units. That is, projected annual Common Charges payable by each Unit Owner are determined generally by multiplying such Unit's Common Interest by the total Common Expenses, as the case may be, based upon projected cash requirements of the Condominium, subject to such adjustment as the Sponsor (or the Board, following the Initial Closing) may reasonably determine for allocation of such expenses based

upon the intended benefit, use or availability of the system, facility or service relating to such expense. Such adjustments by Sponsor have been reflected in Schedule B of this Plan, the Budget for the First Year of Condominium Operation, including the allocation of certain expenses exclusively to the Units, based upon the intended benefit, use and enjoyment of certain Building spaces, facilities or systems. The actual First Year of Condominium Operation may be different from that which is projected in this Plan. The amounts of Common Charges are expected to change over the years as operating expenses of the Condominium change. The Board will adopt a budget annually in an effort to reflect such changes. For a more complete description of such operating budget, including a budget for the First Year of Condominium Operation, see Schedule "B" of this Plan.

Each Unit Owner will be required to pay Common Charges monthly in advance, on the first day of each month. If not timely paid, the amount of such charges may become a lien on a Unit Owner's Unit, which lien is enforceable by the Board. See, "Rights and Obligations of Unit Owners and the Board" (Section S). Notwithstanding the foregoing, as more fully set forth in "Rights and Obligations of the Sponsor" (Section P), the obligation of Unit Owners to pay Common Charges may be waived by the Sponsor for a period of time, provided that Sponsor pays all Operating Expenses during that period of time.

(7) Real Estate Taxes. Upon apportionment of separate tax lots for each subdivided Unit by the City of New York, each Unit (including its allocable Common Interest) will be taxed separately for real estate tax purposes and no Unit Owner will be liable for the real estate taxes payable with respect to any other Unit and no Unit will be subject to any lien arising from the non-payment of real estate taxes on other Units.

The amounts shown in Schedule "A" reflect the estimated amount of real estate taxes payable by each Unit Owner on a monthly and annual basis during the First Year of Condominium Operation. However, prospective Purchasers should be aware that New York City real estate taxes are payable twice a year, in January and July, or, in certain instances, quarterly, in January, April, July and October of each year. The amounts are based upon an estimate for the entire Premises for the First Year of Condominium Operation, prepared by the Property Tax Consultant as set forth in its letter, dated June 11, 2024, included in Part II of this Plan as Document "G" and is summarized as follows:

Period	Assessed Value	Tax Rate	Tax Payable
11/01/2024 – 06/30/2025	$11,175,030	12.502%	$931,399
07/01/20255 – 10/31/2025	$11,275,000	12.502%	$469,867
		Total	$1,401,266

Each Unit's projected real estate tax in Schedule A has been calculated by multiplying the projected taxes for the entire Premises by each Unit's Common Interest, although, as noted in the Property Tax Consultant's letter, that method of calculation or apportionment may or may not be adopted by the New York City taxing authorities and therefore the apportionment of real estate taxes among the tax lots may result in amounts that are substantially different from those on Schedule A.

As construction is substantially complete at the Building, the projected assessed valuation for the Premises for the First Year of Condominium Operation reflects their value as a completed Building. As noted in the Property Tax Consultant's letter, in the next tax year, beginning as of July 1, 2026, part of the increases in assessed value will result in the taxable assessment being increased.

The projected real estate taxes payable by each Unit Owner does not include any potential effect upon the assessed valuation of a particular Unit due to improvements which a Unit Owner may elect to make to his or her Unit and which may result in a change in the assessed valuation of such Unit.

The real estate tax projections contained in this Plan are not guaranteed. The real estate taxes for future years will vary in accordance with the tax rate and each Unit's assessed valuation. There is no representation, guarantee or assurance that the New York City taxing authority will allocate taxes among Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests or paying the same Offering Prices may be required to pay different amounts of real estate taxes. In addition, no representation, warranty or assurance is given as to the amount of the assessed valuation of the Premises, any Unit, the applicable tax rate in effect for any future tax year or the amount of real estate taxes which will be due with respect to a Unit.

(8) Monthly Carrying Charges. The amounts of the projected carrying charges reflect the projected Common Charges and real estate taxes payable with respect to each Unit for the projected First Year of Condominium Operation. Carrying charges will vary in the future as Common Expenses (and therefore, Common Charges) and real estate taxes vary. Carrying charges projected in this Schedule "A" do not include costs for which each Unit Owner shall be separately responsible, including, by way of example, the costs of electricity for appliances and the air conditioning equipment in the Unit, cable television and/or internet installation or service, fire insurance covering personal property and fixtures within the Unit, liability insurance and the cost of repairs, maintenance and decorating incurred with respect to a Unit. Each Unit Owner shall also be responsible for payment of principal and interest to a lender, if the Unit Owner has elected to finance any portion of the Purchase Price. See, "Rights and Obligations of Unit Owners and the Board" (Section S).

G. SCHEDULE "B" - BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION

- THE 517 W. 29TH STREET CONDOMINIUM -

(For the period November 1, 2024 to October 31, 2025)

INCOME:		
Common Charges (1)		$820,942
Parking Fees (2)		$10,800
Total Income		$831,742
EXPENSES (3):		
Labor (4)		$89,908
Gas and Electricity (5)		$114,621
Repairs, Maintenance and Supplies (6)		$39,800
Service Contracts (7)		$319,844
Management (8)		$60,000
Insurance (9)		$63,900
Water/Sewer Charges (10)		$89,065
Legal/Audit Fees (11)		$23,000
Administrative (12)		$20,000
Contingencies (13)		$11,604
Total Expenses (14)		$831,742

If the actual or anticipated date of Initial Closing is delayed more than six months from the budget year projected, the Plan must be amended to include a revised budget disclosing then-current projections. If such amended projections exceed the original projections by 25% or more, the Sponsor shall offer each Purchaser under a Purchase Agreement then in full force and affect the right to rescind his or her Purchase Agreement for a period of 15 days after the Date of Presentation of such amendment and receive a refund of his or her Deposit, whether or not Sponsor offers to guarantee the previous budget projection. Sponsor shall return their Deposit within a reasonable period of time to Purchasers who rescind in accordance with the foregoing. Sponsor may not declare the Plan effective where there are any material changes to the total budget (as opposed to individual line items of income or expense) if such changes have not been disclosed by a duly filed amendment to the Plan.

FOOTNOTES TO SCHEDULE "B"

(1) Common Charges. These estimated amounts are based on the sum of all Common Expenses described in this Schedule "B." Each Unit Owner shall be responsible for paying its share of Common Expenses (as the case may be) in accordance with its Common Interest, except as otherwise expressly provided in this Budget. Where Common Expenses have been allocated among the Units other than in accordance with their respective Common Interests, such special allocations are based upon projected benefit to, usage by and/or applicability to a particular Unit Owner or to a category of Units, in the opinion of the Sponsor prior to the Initial Closing and thereafter by the Board. In the opinion of the Sponsor's budget expert, the amount of Common Charges payable by the Unit Owners will be sufficient to cover the expenses fairly attributable to such Units. If the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, subject to and in accordance with the discussion contained in Section R, "Board of Managers", including, without limitation, that no reallocation adversely affecting the Sponsor (or its designee) may be made without the prior approval of such affected Unit Owner. Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units shall be resolved by arbitration in accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, 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 provisions of the By-Laws 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."

Notwithstanding the foregoing, as more fully set forth in "Rights and Obligations of the Sponsor" (Section P), the obligation of Unit Owners to pay Common Charges may be waived by the Sponsor, on behalf of the Board, for a period of time, during which period of time, Sponsor shall pay all Operating Expenses (as defined in that Section) for operating the Condominium. In the event that Sponsor exercises its right, the amount of Common Charges collectible by the Condominium during the First Year of Condominium Operation shall vary from the amount specified in this Schedule.

Each Purchaser shall pay at Closing an amount equal to two months' Common Charges to be used by the Condominium for working capital.

(2) Parking Fees. There will be 9 Parking Licensees that will share in the costs associated with operating the parking facility. The expenses attributable to the parking area will include cleaning and maintenance. Considering payroll and supplies to maintain, clean and service the parking area, the anticipated cost for the first year of condominium operation for the 9 parking licenses will be $10,800.

(3) Expenses. Except as specifically provided in this Budget, the Common Expenses set forth in the Budget have been apportioned among the Unit Owners in accordance with their respective Common Interests. However, the Sponsor (and after the Initial Closing, the Board) reserves the right to specially re-apportion one or more categories of such expenses among Unit Owners to reflect special or exclusive availability of or benefit from such expenses. Subject to the

foregoing, if the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, subject to and in accordance with the discussion contained in Section R, "Board of Managers."

It is intended that the same percentage allocation of Common Expenses shall be used in the future for budget purposes by the Board as is used in this budget.

(4) Labor. The Condominium will hire a non-resident, full-time, non-union superintendent who will also perform janitorial and simple maintenance services for Common Elements, generally seven hours per day, each weekday. In addition to usual superintendent services, the superintendent will perform the following services: Cleaning common hallways, trash removal from the Premises to the sidewalk and ordinary repairs and maintenance of Common Elements. The specified expense is based upon the following projected compensation:

Salary - for 52 weeks at $1,330 per week, plus two weeks' annual vacation coverage

Payroll taxes - 30% of Salary

Such level of staffing complies with all applicable housing and labor laws, including applicable minimum wage laws.

(5) Gas and Electricity. Gas and electricity are supplied to the Building by Con Edison. This expense is intended to cover the projected cost of (a) electricity for operating the Common Elements including the elevator, roof fans, common area heating, air conditioning and lighting and machine rooms and (b) natural gas, used for domestic hot water, clothes dryers, cooking and a dedicated outdoor air system in the Units. Consequently, while such projected costs for electricity have been allocated among the Units in accordance with their respective Common Interests, the projected cost of natural gas has been allocated exclusively to the Units.

The budgeted amount is based upon estimates set forth in a letter, May 15, 2024, from Rand Engineering and Architecture, DPC and assumes the following projected annual amounts and average rates, including sales tax (subject, in all respects to the assumptions, conditions and qualifications set forth in that letter):

Utility	Consumption	Average Rate	Cost
Electricity	112,422107,151 KwH	$.22/KwH	$25,716
Gas	46,792 Therms	$1.90/Therm	$88,905

Each Unit will be metered and billed separately by the utility company for the cost of electricity used for heat, air conditioning, appliances and lighting within each Unit. At his or her option, each Unit Owner shall also directly contract with a service provider for television, computer and/or internet cable service, the cost of which, including hook-up, installation and usage fees, shall be billed to and paid directly by such Unit Owner.

(6) Repairs, Maintenance and Supplies. This expense category includes what is believed by the Sponsor to be an adequate allowance for ordinary maintenance of and repairs to the Common Elements, based upon management experience with comparable properties and includes, by way of example, the projected cost of ordinary maintenance of or repairs to common interior areas, roofing, facade, heating/hot water system, plumbing, general cleaning and building supplies and equipment and painting and plastering of common areas.

As a newly constructed property, it is anticipated that certain items of maintenance or repair shall be covered by vendors'/installers' warranties.

Unit Owners will be responsible for the cost of ordinary repairs, maintenance and painting and other decorating with respect to the interiors of their Units. No provision has been made to cover the cost of any major capital expenditures by the Condominium as none are anticipated during the First Year of Condominium Operation. In the event that such expenditures are required in the future, the Board may have to assess all or certain of the Unit Owners for the total cost thereof.

(7) Service Contracts. The budgeted amount includes the projected annual cost for the following service contracts (none of which are in place as of the Offering Date), based upon the experience of the Managing Agent with comparable properties:

Service	Projected Annual Cost
Window Cleaning	$10,000
Sprinkler System/Fire Protective Alarm System	$8,000
Central Station	$1,900
Compactor Maintenance	$2,500
Elevator Maintenance and Inspection	$15,800
Monthly Exterminating Service	$4,300
Doorman Services (Outside provider of an attendant at the front door of the Building for 24 hours each day, 7 days each week)	$213,590
HVAC Maintenance	$15,000
Carson Tenant Portal	$1,254
Cleaning	$47,500

Sponsor expressly reserves the right, from time to time, to enter into new agreements to satisfy the operation and maintenance requirements of the Condominium and to modify, renew and replacement service, maintenance, employment, concessionaire and other agreements and insurance policies with a term not exceeding the lesser of two years or an additional term equal to the original term of the agreement that will be binding on the Condominium as of the Initial Closing. See, "Management Agreement, Contracts and Leases" (Section Y).

(8) Management. As of a date not later than date of the Initial Closing, a one-year management agreement ("Management Agreement") will be entered into between the Board and Livingston Management Services Corp., which has an office at 225 West 35th Street, New York, NY (the "Managing Agent"). The Managing Agent is not affiliated with the Sponsor. The annual management fee will be payable in equal monthly installments. After the first year of the Management Agreement, the Management Agreement shall be automatically extended from year to year. Either party may cancel the Agreement, without cause, upon at least 60 days' prior notice to the other party. For a more detailed description of the Management Agreement, see Section Y, "Management Agreement, Contracts and Leases."

(9) Insurance. The budgeted amount includes the following insurance coverage recommended for the Condominium pursuant to a letter, dated February 13, 2024, from AllSure Insurance Agency, having an address at 1090 Coney Island Ave, Suite 201, Brooklyn NY:

Package Policy	Coverage Limit/Deductible	Annual Premium
Property	$27,560,000/$10,000	$37,000
General Liability	$1,000,000 per occurrence $2,000,000 general aggregate	$18,000
Umbrella	$10,000,000/$10,000	$5,500
Directors' and Officers' Liability	$1,000,000/$1,000	$1,250
Crime	$1,000,000/$2,500	$2,150

Fire, casualty and general liability insurance policies will each provide: (i) that each Unit Owner is an additional insured party and (ii) there will be no cancellation without notice to the Board; (iii) a waiver of subrogation; (iv) a waiver of invalidity because of the acts of the insured and Unit Owners; and (v) a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

Although the casualty insurance coverage is based upon an agreed amount, replacement value of the Building (at $27,560,000), the total equity value of the Units is not covered. In the opinion of the aforesaid insurance broker, the stated coverage is adequate to (a) replace the Building in the event of a total loss, and (b) avoid the Condominium being a co-insurer in the event of a partial loss. By the Initial Closing, the Condominium will have in place (at the Condominium's expense) a fire and liability binder or policy insuring the Condominium in accordance with the foregoing schedule.

The proposed insurance coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units, nor does it include coverage of the furniture or personal property of Unit Owners. Unit Owners are required to maintain, at their sole cost and expense, their own policies for liability and the contents of the Unit. See "Rights and Obligations of Unit Owners and the Board (Section "S").

The budget amount is based upon insurance premiums at rates in effect at the date of the written proposal. It is not possible to predict what the premiums will be for the First Year of Condominium Operation and Purchasers should be aware of the possibility of significant rate increases.

(10) Water/Sewer Charges. There is one water meter for the Premises, covering usage in the Units and the Common Elements. The budgeted amount is based upon projections provided to Sponsor by the Sponsor's consulting engineer.

(11) Legal and Audit Fees. This figure is budgeted to provide for estimated auditing and accounting fees ($20,000) in connection with the preparation of the first year's review financial statements and tax returns for the Condominium and for minimum legal services ($3,000) to be rendered in connection with the ordinary operation of the Condominium, such as preparation for the annual Owners' meeting. The accounting fee projection is based upon an estimate, dated May 17, 2024, provided to the Sponsor by HBK CPA & Consultants.

(12) Administrative. This includes miscellaneous costs such as non-reimbursable management expenses, office supplies, postage and permit fees, as well as membership in the New York City Council of Cooperatives and Condominiums. The basis for this projected expense is management experience of the Sponsor's principals.

(13) Contingencies. This item is intended to accrue and be available to the Board (a) for future capital repairs and replacements of the Common Elements or (b) to be used at the discretion of the Board, to benefit the Unit Owners by providing a fund for unanticipated expenses not included in the Budget or for possible increases in one or more items of Common Expenses above the amounts projected.

(14) Total Expenses. The budget may be modified from time to time prior to the commencement of, or during, Condominium operation to add or increase one or more items of operating expense. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all or only one category of Unit Owners.

THE FOREGOING SCHEDULE IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY THAT THE ANNUAL COMMON CHARGES OR EXPENSES FOR THE INITIAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS SET FORTH IN SAID SCHEDULE, OR THAT THE FIRST YEAR OF CONDOMINIUM OPERATION SHALL COMMENCE ON THE PROJECTED DATE.

In the event that the net adjustments at the Initial Closing are in favor of the Sponsor, the Board shall execute and deliver to Sponsor a promissory note in the amount of such net closing adjustments. The amount of the note, together with interest thereon at 10% per annum from the

Initial Closing date, shall be paid in 12 equal monthly installments, beginning on the first anniversary of the Initial Closing. Since payments are not required during the First Year of Condominium Operation, they are not included in the budget. The budget for the second year of operation, however, will include the costs of paying the principal and interest due under any such promissory note for closing adjustments. Therefore, it may be necessary to increase the Common Charges at that time to cover the costs of such payments. See, "Closing Costs and Adjustments" (Section O).

If the actual or anticipated date of Initial Closing is delayed more than six months from the budget year projected, the Plan must be amended to include a revised budget disclosing then-current projections. If such amended projections exceed the original projections by 25% or more, the Sponsor shall offer each Purchaser under a Purchase Agreement then in full force and affect the right to rescind his or her Purchase Agreement for a period of 15 days after the Date of Presentation of such amendment and receive a refund of his or her Deposit, whether or not Sponsor offers to guarantee the previous budget projection. Sponsor shall return their Deposit within a reasonable period of time to Purchasers who rescind in accordance with the foregoing. Sponsor may not declare the Plan effective where there are any material changes to the total budget (as opposed to individual line items of income or expense) if such changes have not been disclosed by a duly filed amendment to the Plan.

H. INDIVIDUAL UNIT UTILITY COST PROJECTIONS

Each Unit Owner pays directly to the utility company provider, Con Edison, for his or her own cost of electricity used for air conditioning, heat, lighting and appliances. Natural gas is used for generating domestic hot water, cooking, the clothes dryer and ventilation in Units as well as for common area heating and ventilation. Gas is metered only for the Building and will be paid by Condominium as a Common Expense.

Based upon estimates provided to the Sponsor by letter, dated May 15, 2024, from Rand Engineering & Architecture, DPC and subject to the conditions and qualifications set forth in such letter, available from the Sponsor upon request, for the First Year of Condominium Operation, Unit Owners can expect to incur annual utility costs ranging from approximately $2,572 to $8,158, depending upon the size of their Unit. Such estimates are not intended and should not be taken as a guarantee or warranty that the actual expenses payable by an Owner for utilities during the First Year of Condominium Operation (or any subsequent period). In addition, actual utility costs during the First Year of Condominium Operation (and any subsequent period) may vary widely among Unit Owners based upon such facts as individual preferences, occupancy level, lifestyle, equipment, settings and location of Unit.

I. RPL SECTION 339-i OPINION

Livingston
Management Services

225 West 35th Street, Suite 1400, New York, NY 10001
212.760.2690 Phone / 212.810.4162 Fax

June 24, 2024

Real Estate Finance Bureau
Office of the New York State Attorney General
28 Liberty Street
New York, NY 10005

Re: PROJECT 29 WEST CHEDLSEA LLC
517-523 West 29th Street, New York, NY 10001

Gentlemen:

You have requested our opinion with respect to whether the method of assigning the percentage of interest in the Common Elements of the Condominium among the Units (the "Common Interests") complies with Section 339-(i)(l) of the New York Real Property Law ("Section 339-(i)"). All terms used and not otherwise defined in this letter shall be deemed to have the same definition as said terms have in the Plan.

In rendering this opinion, we have reviewed the Plan, including the schedules and exhibits thereto and such other materials as we have deemed relevant. We have assumed, with your permission, for purposes of this opinion, the relevant facts of this transaction to be as follows:

1. The Plan is declared effective and is consummated in accordance with its terms.

2. The Premises shall be established as a Condominium pursuant to the provisions of the New York Condominium Act under Article 9-B of the New York Real Property Law by recording the Declaration of Condominium together with the By-Laws in the New York City Register's Office.

3. Section 339-(i)(l) provides as follows:

> Each unit shall have appurtenant thereto a common interest as expressed in the declaration. Such interest shall be (i) in the approximate proportion that the fair value of the unit at the date of the declaration bears to the then aggregate fair value of all the

units or (ii) in the approximate proportion that the floor area of the unit at the date of the declaration bears to the then aggregate floor area of all the units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements or (iii) the interest of each of the units shall be in equal percentages, one for each unit as of the date of filing the declaration, or in equal percentages, one for each unit as of the date of filing the declaration, or (iv) upon floor space, subject to the location of such space and the additional factors 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.

4. We have reviewed the respective allocations of Common Interests among the Units set forth in the Schedule "A" which is an Exhibit to the Amendment and the footnotes to that Schedule. We understand that, in determining such Common Interests, you have considered such factors as floor space of the Unit, giving effect to other factors of relative value, such as location, uniqueness, overall dimensions and the availability of Limited Common Elements for exclusive or shared use. It is our opinion that such allocation is in accordance with the requirements of Section 339-i(l)(iv) of the Real Property Law.

5. Based upon all of the foregoing, it is our opinion that the assignment of Common Interests has been affected pursuant to subsection (l)(iv) of Section 339-(i).

We have no beneficial interest in the Sponsor or the profitability of the project, except for fees payable to this firm as managing agent for the Sponsor. We have not undertaken an independent inspection of the condominium Units nor an investigation of any of the facts assumed or considered in this opinion or in such Schedule A.

The foregoing is an opinion and not a guaranty or warranty that the allocation of Common Interests in the Common Elements complies with the Condominium Act. We express no opinion as to whether the allocation of Common Interest represents an equitable allocation as between or among particular Units. Except for those opinions expressly set forth in this letter, no other opinions are made and none shall be implied. You advised us of your intention to reproduce this letter in the Plan and we hereby consent to such use.

Sincerely,



Austen Rabbie
Livingston Property Management

J. CHANGES IN PRICES AND UNITS

Changes in Prices and Other Terms of Sale

In order to meet the possible varying demand for number and types of Residential Units and/or Parking Licenses, or in order to meet the particular requirements of prospective Purchasers, or for other reasons, the Sponsor expressly reserves the right (subject to the further provisions of this section) at any time and from time to time, to change the Offering Prices or any other terms and conditions of the offering without prior written notice or amendment of the Plan and without the consent of the Board or Unit Owners. Without intending to limit the foregoing, Sponsor may, in its sole discretion, negotiate the Offering Price, closing allowances, payment terms, financing contingency, special, extra or finish work to the Unit, Common Charge subsidies or reimbursement or any terms of the sale. Consequently, Purchasers of Residential Units and/or Parking Licenses affected by any such changes may pay, or may have paid, more or less than other Purchasers under this Plan for the same or similar Residential Units and/or Parking Licenses, but such change shall not affect any prior or later sale of Residential Units and/or Parking Licenses which are not the subject of such change and such change may not affect the aggregate Common Interests allocated to all of the Residential Units.

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

Changes in Units and Common Elements

No changes will be made in the size or number of Units or their respective percentages of Common Interest and no material changes will be made in the size, amount or quality of Common Elements, except by amendment to the Plan (and, when applicable, to the Declaration). Furthermore, no material change will be made in the Unit size, layout or percentage of Common Interest directly affecting any Unit for which a Purchase Agreement has been accepted by the Sponsor (and as to which the Purchaser thereunder is not then in default), unless such Purchaser consents to such change. However, as long as the layout and dimensions of a Unit conform materially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof. There is a rebuttable presumption that an increase in the Common Interest appurtenant to a Unit in excess of five percent (5%) or less, or Unit size that is diminished by five percent (5%) or less, is not material.

No material adverse change will be made in the size or quality of Common Elements unless: (i) the affected Purchaser consents (or in the case of General Common Elements, unless all Purchasers consent); (ii) the Purchaser is in default and the period of time in which such Purchaser

may cure the default has expired; or (iii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event covered by this clause (iii), Sponsor will, in the amendment disclosing such change, offer any materially adversely affected Purchaser(s) the right, for at least fifteen (15) days from the presentation date of such amendment, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon (any such changes that are not both material and adverse will not give rise to a right of rescission). Regardless of whether or not the Sponsor or its designee then controls the Board, the Sponsor shall have the right to amend or else cause the Amendment of the Declaration to reflect such change and to file such amendment with supporting documents, if any.

The Sponsor further reserves the right by duly-filed amendment to the Plan to: (i) change the layout of Units; (ii) change the number of Units by subdividing one or more Units into separate Units or combining and recombining separate Units; and (iii) change the size of any Unit by subdividing, combining or recombining Units as aforesaid or by altering the boundary walls of any Unit, or otherwise (provided that the consent of all governmental authorities having jurisdiction, if such approval is required by law, is obtained). If the size of a Unit is changed, either as a result of any such subdivision, combination, alteration of boundary walls or otherwise, the Common Interest allocated to such Unit may be increased or decreased accordingly; however, no such re-allocation of Common Interests will have the effect of increasing or decreasing the aggregate Common Interests allocated to all Units. The total number of Units may be increased by duly-filed amendment to the Plan (and the Declaration) in the event space not previously included in any Unit is converted into a new Unit. In that event, the Common Interests of all Units may be re-allocated. Any re-allocation of Common Interests may vary the estimated Common Charges for the Unit or Units affected thereby from the amounts estimated in Schedule "A"; however, such change shall not affect the proportion or amount of Common Charges to be paid by owners of Units which are not the subject of such change.

The Common Interest of a Unit which is subject to a Purchase Agreement may be changed prior to Closing, without consent of the Purchaser, if necessary to comply with the formula for establishing each Unit's Common Interest in accordance with this Plan and the Condominium Act; however, if a Unit's Common Interest is increased as a result thereof, the Plan will be amended to offer each affected Purchaser the right for 15 days to rescind their Purchase Agreement and have their Deposit promptly refunded. The Plan will be amended to disclose changes in Common Interests of Unsold Units (including Units under contract but not yet closed).

Subject to the foregoing obligations to amend the terms of this Plan, Sponsor or its designee shall have the right, without consent of the Board, Unit Owners or Permitted Mortgagees, to (i) make changes, alterations, additions or improvements, structural and nonstructural, ordinary and extraordinary, interior and exterior, in, to an upon any Unit owned by it; (ii) change the interior or exterior layout of or number of rooms in such Units; (iii) change the location, size and/or number of Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units or altering the boundary walls between Units (including adding portions of Limited Common Elements to such Units); and (iv) re-apportion

Common Interests among such Units affected by such change; provided however, that in each instance the party performing such work or change shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board, and all other Unit Owners harmless from any liability arising therefrom.

Sponsor shall have the right, pursuant to the Powers of Attorney granted by Unit Owners, the form of which is included in Part II of the Plan as Exhibit "D" and without any further consent of the Board, Unit Owners or any mortgagees, to amend the Declaration as required to reflect any of the foregoing changes. For purposes of recording such amendment, no further consent is required.

K. PROCEDURE TO PURCHASE

Agreement to Purchase

The agreement to purchase a Unit under this Plan is called a Purchase Agreement. The form of Purchase Agreement is Document A in Part II of this Plan.

A prospective Purchaser shall deliver to Selling Agent, together with the four signed original counterparts of the completed Purchase Agreement, a deposit (any of the following amounts, the "Initial Deposit") in an amount equal to: (a) 10% of the Purchase Price; or (b) 50% of the Purchase Price if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). A prospective Purchaser who, in accordance with the previous sentence, was only required to make an Initial Deposit equal to 10% of the Purchase Price will be required to make, in addition to the Initial Deposit, an additional payment equal to 10% of the Purchase Price of such Purchaser's Residential Unit (the "Additional Deposit") due and payable no later than the earlier to occur of: (a) that date which is six months after the date of the Purchase Agreement; or (b) 30 days after Sponsor serves Purchaser with written notice of acceptance by the New York State Department of Law of an amendment which declares the Plan to be effective, but in no event later that the Closing. If an amendment declaring the Plan to be effective has been accepted by the Department of Law as of the date on which the Initial Deposit is due, then any Additional Deposit shall be due and payable at the same time as the Initial Deposit. No Additional Deposit shall be required if the Purchaser is a foreign government or other person or entity referenced in (b) of the first sentence of this paragraph and who or which has made a 50% Initial Deposit as described above. The term "Deposit", as used in this Plan, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit, as well as a deposit in connection with the purchase of a Parking License. The deposit for the purchase of a Parking License is 15% of the purchase price of such Parking License (or 50% in the event that Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity)), which is due in full at the time of execution of the applicable rider to the Purchase Agreement. All such payments shall be made by wire transfer to an account designated by Sponsor, or at Sponsor's option, by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." All such checks shall be subject to collection and if any such check is returned for insufficient funds or for any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect, and to retain any Deposit and other amounts previously deposited.

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

grace period, Purchaser shall not be afforded a grace period with respect to payment of the Additional Deposit.

All Deposits or advances received by Sponsor will be held in escrow by Escrow Agent (as defined below) and placed in an Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein.

Parking Licenses

The right to use a Parking Space (i.e., a Parking License) is offered for sale by Sponsor to Purchasers on a first-come, first serve basis, at such Offering Prices as are set forth in Schedule A and upon the same terms as for Units. Sponsor expressly reserves the right to limit the number of Parking Spaces sold to each Purchaser and otherwise negotiate or modify the terms of sale for Parking Spaces. Sponsor shall have the exclusive right to initially issue Parking Licenses for Parking Spaces and to retain the proceeds of such sale. Upon the initial sale, the Board constitutes the licensor of the Parking Spaces.

In the event that a Purchaser wishes to purchase the right to use a Parking Space, such agreement must be expressly included in the Purchase Agreement. Unless the Sponsor agrees, in its sole discretion, to provide in the Purchase Agreement for a specific Parking Space, Sponsor shall designate the specific Parking Space at Closing, in its sole discretion. The Parking Spaces constitute Common Elements; provided however, that the right to use a Parking Space shall be appurtenant to the Unit, for the exclusive use of such Unit Owner (or its tenant in actual possession of the Unit) subject to such terms and conditions as set forth in the Parking License, including payment of a monthly fee to the Condominium to cover all or a portion of the cost to the Condominium of maintaining the Parking Spaces (as such terms and conditions may be modified from time to time by the Board). The initial monthly fee is $100. Sponsor is not obligated to pay such fee with respect to any Parking Licenses not sold to Purchasers. Since (a) Parking Spaces constitute part of a Common Element and (b) Sponsor is not obligated to pay the monthly parking fees for any unsold Parking Licenses, which Purchasers who acquire a Parking License are required to pay (initially, at the rate of $100/mo.), the Condominium will not receive any income from Sponsor to offset the Common Expense consisting of the cost of maintenance and repair of the Parking Spaces.

In the event a Purchaser elects to rescind the Parking Space Rider to a Purchase Agreement, but the remainder of the Purchase Agreement remains in full force and effect, such Purchaser shall be refunded that portion of the Deposit, if any, paid under the Parking Space Rider, and the Parking Space Rider shall be terminated and of no further force and effect. If no separate deposit or license issuance fee is indicated in the applicable Parking Space Rider, the deposit or license issuance fee, as the case may be, shall be deemed to be zero.

The right to use a Parking Space is solely transferable together with such Unit and the transferee shall be required to execute and deliver a Parking License Agreement in such form as the Board may then require. In the event that, upon a re-sale of a Unit with an appurtenant Parking Space, the purchaser has no need or use for the Parking Space, the Unit Owner's Parking License shall terminate as of the closing and the Board shall have the right to sell such use rights to another Unit Owner or prospective purchaser from a Unit Owner, with all proceeds from such sale inuring

to the benefit of the Condominium. At Closing, a Purchaser acquiring the right to use a Parking Space shall enter into a Parking License Agreement with the Board, substantially in the form of Document H in Part II of this Plan.

Sponsor may also rent any Parking Spaces to non-residents of the Building, for periods of not less than one week and not more than one month. All off-street parking spaces not previously sold to Purchasers, then rented by Sponsor to non-residents, shall be made available for sale to residents, upon such terms and conditions as Sponsor may determine, consistent with the terms of this Plan, within 30 days after written request made to the Sponsor, by such residents.

Deposits/Escrow

(a) The Escrow Agent

Sponsor will comply with the escrow and trust fund requirements of New York General Business Law Sections 352-e(2-b), 352-h and the provisions of New York Lien Law Section 71-a(3), as applicable.

The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, telephone number 212-715-9100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jay A. Neveloff, Jonathan H. Canter, James P. Godman, Tzvi Rokeach, and Josh S. Winefsky. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Escrow Account

The Escrow Agent has established the escrow account at Citibank, N.A., 153 East 53rd Street, 23rd Floor, New York, New York 10022 (the "Bank"), a bank authorized to do business in the State of New York. Each escrow account is entitled "The 517 W 29th Street Condominium Escrow Account" or similar name (each the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any Deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the Bank, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the FDIC's maximum coverage.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of March 2024, such rate was 3%. The actual initial interest rate for the Escrow Account with respect to any particular Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for any particular Purchaser, from time to time. Interest, if any, shall begin

to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit wire is received or the Deposit check is deposited with and collected by the Bank and provided in both instances that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number), or other appropriate Form W-8, as applicable, in the form reproduced and included as part of Exhibit A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced and included as part of Exhibit A in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Purchaser does not deliver the Form W-9, Form W-8BEN, or other appropriate Form W-8, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9, Form W-8BEN, or other appropriate Form W-8 as applicable, has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on a Purchaser's Deposit shall be paid to or credited to the Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

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

(c) The Purchase Agreement

The Purchase Agreement is attached hereto as Exhibit A in Part II of the Plan. The relevant escrow trust fund provisions are included in a Rider to the Purchase Agreement, which must be executed by the Escrow Agent. Purchaser and Sponsor must also each execute such Rider which when fully executed shall constitute a tri-party agreement related to the Deposit. The Purchase Agreement and Plan may not contain, or be modified to contain, a provision waiving a Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

(d) Notification to Purchaser

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

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

(e) Release of Funds

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an amendment following the First Closing by the New York State Department of Law. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h. The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

(f) Waiver Void

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 the Purchase Agreement, Plan, or any amendment thereto.

(g) Other

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

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

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

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

Purchasers are advised that Escrow Agent is also acting as counsel to Sponsor; and Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not the Escrow Agent is in possession of the Deposit and continues to act as the Escrow Agent.

(h) Extra Work Deposit

Notwithstanding the foregoing provisions of this Section, although the Sponsor has no present intention to perform any Extra Work or improvements within a Unit beyond that work described in the Property Report contained in Part II of this Plan, it has expressly reserved the right to do so. Such agreement by the Sponsor, if made, must be in writing as a provision of a particular Purchase Agreement or amendment thereto. In the event that Sponsor agrees with a particular Purchaser to perform Extra Work, the Sponsor shall have the right to require an additional deposit (an "Extra Work Deposit") specifically designated to cover all or a portion of the anticipated cost of such Extra Work and may also include the estimated cost to restore the Unit to its original condition prior to the Extra Work, if Sponsor elects to restore the same, upon termination of a Purchase Agreement on account of a Purchaser's default thereunder or due exercise of a right of rescission thereof. The Extra Work Deposit shall be deposited into escrow and maintained in the same manner as the balance of the Deposit, but the Extra Work Deposit, or any portion thereof, may be released from escrow upon written request of the Sponsor given to the Escrow Agent, for the purpose of performing the Extra Work and any services relating thereto, such as design and permitting. In the event that the Purchaser affected by such agreement subsequently elects to rescind his or her Purchase Agreement and receive a refund of the Deposit paid thereunder pursuant to right thereto contained in the Purchase Agreement or this Plan, such Purchaser shall have no right to receive and Sponsor shall have no obligation to refund any portion of the Extra Work Deposit expended by Sponsor to perform the Extra Work (or which Sponsor is obligated to pay, but has not yet expended, for such Extra Work as has been previously performed) and shall have no liability to Purchaser on account thereof. Notwithstanding the foregoing, the Sponsor shall refund the Extra Work Deposit to Purchaser in the event that the Plan is not consummated.

Any deposits made for Extra Work shall be initially deposited into the Escrow Account and released in accordance to the terms of a written agreement between Purchaser and Sponsor, which agreement may be included in the Purchase Agreement.

Assignment of Purchase Agreement

An Agreement may not be assigned by the Purchaser thereunder. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Counsel, four signed assignments of the Agreement (to be prepared by Sponsor's Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Forms W-9 Forms W-8BEN, or other appropriate Form W-8, as applicable, must be delivered to the Selling Agent or Sponsor's Counsel, together with a wire transfer to an account designated by Sponsor or, at Sponsor's option, a personal certified check, or an official bank or cashier's check, in the amount of $1,500 made payable to "Kramer Levin Naftalis & Frankel LLP" (for services

rendered in connection with the assignment), not less than 10 days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing such Unit(s) for sale or lease with any broker or otherwise advertising, promoting or publicizing the availability of such Unit(s) for sale or lease, as well as the prohibition against selling the Unit for 12 months from the date of closing of title, shall remain in effect.

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

In connection with any assignment of Agreement otherwise permitted pursuant to the above terms, Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age disability, material status or other grounds prohibited by law.

Mortgage Financing

A Purchaser may seek to finance any portion of the Purchase Price through a bank or other lending institution. No representation, warranty or assurance is given by the Sponsor, or any person on its behalf, as to the availability, cost, terms or other conditions of such financing. **HOWEVER, A PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT ARE NOT CONTINGENT UPON THE PURCHASER OBTAINING A SATISFACTORY MORTGAGE COMMITMENT FOR FINANCING THE PURCHASE OF A UNIT OR, IF SUCH COMMITMENT IS OBTAINED, THAT SUCH COMMITMENT WILL CLOSE IN ACCORDANCE WITH ITS TERMS.** Therefore, a Purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (a) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (b) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated for any reason whatsoever. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under the Purchase Agreement.

Savings and commercial banks in New York State are permitted by law to finance a portion of the Purchase Price for those Purchasers whose credit, income and personal reputation are acceptable to the bank making the loan. Under this Plan, a Purchaser will have the right to

mortgage his or her Unit (but not such Purchaser's rights under a Parking License) subject to those provisions set forth in the Declaration and By-Laws. Neither the Sponsor, nor any other person participating in this offering, makes any representations as to the terms, conditions, cost or availability of such financing. Purchasers should note that in the current real estate market, banks and other lenders impose various restrictions on loans such as requiring that a certain percentage of the units in a building be sold and/or closed before the lender will consider making a loan. Thus, a Purchaser may experience difficulty obtaining a loan for their purchase where the percentage of Units sold to Purchasers under the Plan is lower than a lender's particular sales minimum, which percentage, in some cases, may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. Even once the Plan is effective and closings have occurred, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to re-sell a Unit if prospective buyers from a Purchaser are unable to obtain a loan due to such minimum sales and investor ownership requirements.

A Purchaser who elects to finance any portion of the Purchase Price for his Unit shall pay to Sponsor's closing attorney at Closing a supplemental fee equal to $850 to defray a portion of the additional time and effort involved. Such fee is in addition to Purchaser's other closing fees and expenses due at Closing, as more fully described in this Plan. See, "Closing Costs and Adjustments" (Section O).

Closing Date

On or after the date that the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed and are then in effect, by serving notice on each Purchaser setting such Purchaser's Closing Date. The balance of the Purchase Price shall be payable on the Closing Date. Purchasers shall be given at least 30 days' prior written notice of the Closing Date for their Unit and of their obligation to pay the balance of the Purchase Price. Such notice shall be served in compliance with Section 20.1(d)(1) of the AG Regulations. Sponsor may permit Purchasers to waive, in writing, the 30 days' notice of the Closing Date. Such balance is required to be paid by wire transfer to an account designated by Sponsor or, at Sponsor's option, by unendorsed, certified check of the Purchaser drawn on, or else by official bank or cashier's check drawn by, a bank which is a member of the New York City Clearing House System and made payable to the direct order of the Sponsor, or as Sponsor may otherwise direct. On the Closing Date, in addition to such obligations as Purchaser shall otherwise have under this Plan, Purchaser shall be required to execute and deliver to the Title Company for recording and return to the Managing Agent, a Power of Attorney in favor of the Board (and the Sponsor) substantially in the form included in Part II of this Plan as Document "D." Failure to deliver the Power of Attorney shall be a default by the Purchaser under the Purchase Agreement, entitling the Sponsor to all of the rights and remedies available thereunder in the event of Purchaser's default.

The specified time periods in which a Purchaser must pay or otherwise perform his or her obligations under the Purchase Agreement are each deemed to be of the essence to the Agreement. Therefore, unless such payments are made and other obligations performed strictly within the time periods specified, Sponsor may elect (but is not obligated) to cancel the Purchase Agreement and retain the Deposit (plus the cost of any extra work ordered by a Purchaser) as

liquidated damages. If a Purchaser fails to perform any of Purchaser's obligations under the Purchase Agreement and such failure is not fully cured within 30 days following notice of such failure, Sponsor, at its option, may either (a) cancel the Purchase Agreement, retain the Deposit (not exceeding an amount equal to the sum of (i) 20% of the Purchase Price, (ii) interest earned thereon, if any and (iii) the Extra Work Deposit, if any) and sell the Unit to another person without any obligation to account to the original Purchaser for any part of the proceeds of the sale or (b) bring an action against the Purchaser for specific performance of Purchaser's obligation to purchase the Unit. In the event that Sponsor consents to a Purchaser's request to adjourn the Closing Date specified by the Sponsor, or the Purchaser otherwise fails, neglects or refuses to close on the Closing Date specified by the Sponsor due to any cause beyond the reasonable control of the Sponsor, and the Sponsor does not elect to cancel the Purchase Agreement, the Purchaser shall be required to pay to Sponsor at Closing: (x) closing apportionments made as of midnight of the day preceding the original specified Closing Date; and (y) interest on the total Purchase Price at the annual rate of 16% calculated from the original specified Closing Date to the date of actual Closing. In addition, the Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of the Purchaser's delay.

The Sponsor anticipates, but does not warrant, that the Initial Closing will take place on or about November 1, 2024. If, however, the Initial Closing does not take place within 12 months after that date, i.e., on or before October 31, 2025, the Sponsor shall offer all Purchasers then in good standing, a right to rescind their Purchase Agreement for 15 days after the Date of Presentation of the amendment to the Plan offering such rescission and receive a prompt refund of his or her Deposit. However, in the event that this Plan is amended to provide for a later projected date for the Initial Closing, Purchasers who signed Purchase Agreements after the date of such amendment shall not be entitled to rescind their Purchase Agreement pursuant to the foregoing provision unless the Initial Closing does not take place within 12 months after the later projected Initial Closing Date set forth in such amendment. Moreover, even if the Initial Closing occurs on or before October 31, 2025, the Sponsor may schedule the closings of title to other 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 for a particular Unit will occur by any date certain.

FinCEN Disclosure Requirements

On January 13, 2016, the U.S. Financial Crimes Enforcement Network ("FinCEN") issued an order (later publicly supplemented on July 22, 2016, February 21, 2017, August 22, 2017, March 20, 2018, November 15, 2018, May 14, 2019, November 8, 2019, May 8, 2020, November 5, 2020, May 5, 2021, November 1, 2021, April 29, 2022, October 26, 2022, April 21, 2023, October 20, 2023 as supplemented, the "Order") requiring title companies to collect and report certain information about persons involved in residential real estate transactions in Manhattan for closings occurring until the expiration of the effective period of such Order, currently April 18, 2024 (subject to extension). Pursuant to the last publicly published version of the Order, title companies are required to disclose the identities of the beneficial owner(s) or holder(s) of 25% or more of the direct or indirect equity or beneficial interests in a purchasing entity in residential real estate transactions where: (a) Purchaser is a legal entity as defined in the Order; (b) the total purchase price is in excess of $300,000; (c) Purchaser does not obtain external financing; and (d) the Deposit or Balance is made, at least in part, using currency, a cashier's check, a certified check,

a traveler's check, a personal check, a business check, a money order in any form, a funds transfer or virtual currency. Purchasers and their attorneys should confer with Purchaser's title insurance company immediately to determine the applicability of these new requirements to this transaction and, to the extent the same are applicable, make arrangements with the title company to provide it in advance of closing with any necessary information in order to permit the title company to insure title and comply with the title company's closing and reporting requirements under the Order. Sponsor shall have no obligation whatsoever in connection with satisfying any requirements of Purchaser's title insurer or otherwise with respect to the Order; and Purchaser will be fully liable for any additional costs or delays to closing relating thereto. As of the last publicly published Order, as used herein, "legal entity" is defined in the Order as including United States or foreign corporations, limited liability companies, partnerships or other similar business entities, other than a business whose common stock or analogous equity interest are listed on a securities exchange regulated by the Securities Exchange Commission ("SEC") or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business.

Risk of Loss

Risk of loss or damage to a Unit, whether by fire or other casualty, remains with the Sponsor unless and until legal title to the Unit has been conveyed to the Purchaser, after which the Purchaser shall bear such risk of loss. In addition, a Purchaser who takes possession of a Unit prior to Closing assumes the risk of losses which are not covered by insurance.

Notwithstanding the foregoing, the Sponsor shall not be obligated or liable to repair any damage from a casualty loss. In the event of damage to or destruction of the Unit by casualty prior to the closing of title of a Unit and the election by Sponsor, with written notice thereof to the Purchaser of such Unit, that it does not elect to repair or restore the Unit (or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to such Purchaser all sums deposited by the Purchaser under its Purchase Agreement, together with interest, if any, earned thereon, and neither Sponsor nor such Purchaser shall have any further rights, obligations or liability to or against the other and Sponsor and such Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and under the Plan, except that if such Purchaser is then in default under its Purchase Agreement (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by such Purchaser and any interest earned thereon, as and for liquidated damages.

If the Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, in which event the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled a reasonable period of time in which to complete such repairs or replacement. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas and electricity) and a reasonable means of ingress and egress from the Building to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser. The

Sponsor will endeavor in good faith and with reasonable diligence to remove subsequent to Closing all such violations of record which it is obligated to correct.

Right to Review Offering Plan

If any Purchaser has not been afforded at least three business days in which to review the Offering Plan and all filed amendments thereto prior to executing a Purchase Agreement, then, and in only that event, such Purchaser may cancel the Purchase Agreement and receive back the Deposit, so long as such Purchaser: (i) notifies the Sponsor of his or her election to cancel the Purchase Agreement by certified mail, return receipt requested within seven days of Purchaser's execution of the Purchase Agreement and (ii) promptly returns his or her copy of the Offering Plan to the Sponsor in good condition.

Prospective Purchasers who wish to review an Offering Plan but are not ready to execute a Purchase Agreement shall deposit with the Sponsor or Selling Agent, if any, an amount determined by the Sponsor, up to $200, in exchange for a copy of the Offering Plan. Such deposit is intended to assure return of the Offering Plan in good condition if such Purchaser elects not to purchase a Unit. If a Purchaser enters into a Purchase Agreement or returns the Offering Plan in good condition to the Sponsor within seven days of acceptance of the deposit, the deposit will be refunded. Such deposit will be treated by the Sponsor as trust funds pursuant to applicable law.

No Pre-Closing Inspection Rights

Each Residential Unit offered hereby and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a Purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. The Purchaser of a Unit shall have the opportunity to inspect such Residential Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for a Unit, Purchasers should carefully review the Property Report in Part II of this Plan.

Sanctions for Purchaser's Default

In the event that Purchaser defaults under a Purchase Agreement, in addition to the rights and remedies previously described in this Section, the Sponsor shall have all rights and remedies available to it under the Purchase Agreement or at law (or in equity), including without limitation, the following:

1. Unless such default shall have been fully cured within 30 days' after written notice to Purchaser (including demand for payment of the balance of the Purchase Price then due), the Sponsor may cancel the Purchase Agreement and retain the Deposit as liquidated damages (not exceeding an amount equal to the sum of (a) 20% of the Purchase Price, (b) interest earned on the Deposit, if any and (c) the Extra Work Deposit, if any). In the event that the Purchase Agreement is canceled, the Sponsor will have the right to sell the Unit to others as though such Purchase Agreement had never been entered into (and without accounting to the Purchaser for the proceeds from such sale) and the Sponsor and its agents shall be relieved of any further liability or

obligations thereunder and under the Plan. Any cancellation of a Purchase Agreement shall include or be deemed to include cancellation of any agreement to purchase a Parking License.

2. Sponsor may, at its option, commence an action against Purchaser seeking specific performance of Purchaser's obligations under the Purchase Agreement.

Sanctions for Sponsor's Default

In the event that Sponsor defaults under a Purchase Agreement, as its sole and exclusive remedy, Purchaser shall be entitled to return of the Deposit. Purchaser waives any right it might otherwise have to seek damages, specific performance of the Purchase Agreement or other equitable remedy.

Miscellaneous

Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Premises or any part thereof, including the Unit.

No provision of the Purchase Agreement shall survive delivery of the Unit Deed to a Purchaser except as expressly provided in the Purchase Agreement. Acceptance of the Unit Deed by a Purchaser will constitute an acceptance, full performance and discharge of all of the Sponsor's obligations under the Purchase Agreement, provided however, that obligations of the Sponsor under the Plan (as well as all representations by the Sponsor under the Plan) and the General Business Law to be performed subsequent to the Closing Date will survive delivery of the Unit Deed. No Purchase Agreement may contain, or be modified to contain, a provision waiving a Purchaser's rights or abrogating Sponsor's obligations under this Offering Plan or under Article 23-A of the New York General Business Law.

Any conflict between the terms of the Offering Plan and the terms of the Purchase Agreement will be resolved in favor of the terms of the Offering Plan.

L. EFFECTIVE DATE OF PLAN

The Sponsor's offer to sell the Units is contingent upon, and the Initial Closing may not take place unless and until the Offering Plan has been declared effective and the Sponsor has complied with the provisions of this Section.

The Plan may not be declared effective unless and until *bona fide* Purchasers, including investors, have signed Purchase Agreements for at least 15% (or 9) of the Units offered under the Plan. The Plan must be declared effective by the Sponsor when Purchase Agreements have been accepted and all conditions therein contained have been satisfied or waived by the Purchaser ("Unconditional Purchase Agreements") for the sale of 80% (or 48) or more of the Units offered under the Plan. The Initial Closing will not be held before the Plan is declared effective. See also, "Rights and Obligations of Sponsor" (Section P). The Plan may be abandoned by the Sponsor, at its sole option, before it has been declared effective, or before Unconditional Purchase Agreements have been accepted by the Sponsor for the sale of 80% percent (i.e., 48) of the Units.

The Plan will not be declared effective based on Purchase Agreements:

1. signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived (except for a financing contingency, if any, expressly provided in the Purchase Agreement);

2. if the Purchaser was not afforded at least three business days to review the Plan and all filed amendments thereto prior to executing a Purchase Agreement; and

3. with any Purchaser who is the Sponsor, Selling Agent, if any is hereafter designated by Sponsor, or the Managing Agent or is a principal of the Sponsor, Selling Agent or the Managing Agent or is related to the Sponsor, Selling Agent or the Managing Agent or to any principal of the Sponsor, 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 submits proof satisfactory to the Department of Law establishing that the Purchaser is *bona fide*.

The Sponsor may declare the Plan effective by duly-filed amendment to the Plan or by written notice to all Purchasers. If the Plan is declared effective by notice, the Sponsor shall submit an amendment to the Department of Law to confirm Plan effectiveness within five days after service of the notice, together with an affidavit of service of such notice upon all Purchasers who shall be identified by name, address, Unit purchased and Offering Price. The Initial Closing shall not be held unless and until such amendment shall have been accepted for filing by the Department of Law.

Once the amendment declaring the Plan effective (or, confirming that the Plan has been declared effective by notice) has been accepted for filing, the Plan may not be abandoned by the Sponsor, except for any one of the following reasons: (i) the existence of one or more defects in title affecting one or more Units which in the aggregate cannot be cured using reasonable diligence either: (a) without litigation, or (b) for less than the Abandonment Amount (defined below) and (c) which title defects are not waived in writing by the Purchasers of all Units affected thereby; or (ii) any damage to or destruction of all or part of the Building by fire or other casualty that is not

fully covered by the insurance proceeds retained by Sponsor (excluding any deductible amount) and such damage or destruction cannot be repaired and restored for less than the Abandonment Amount, unless Sponsor elects to repair the same; or (iii) the taking of any material portion of the Premises by condemnation or eminent domain. As used in this Plan, "Abandonment Amount" shall mean an amount equal to .5% of the aggregate Offering Price for all Units, as initially set forth in this Offering Plan, including the aggregate of the costs for items (i), (ii) and (iii) above, as estimated by an architect or engineer designated by the Sponsor, and does not include the costs to cure title defects, violations, work orders or determinations of any authority or regulatory association, which existed on the Date of Presentation of this Plan and were on that date either known to the Sponsor or a matter of public record.

There will be no obligation on the part of the Sponsor to incur expenses (except as aforesaid) or engage in litigation to cure title defects. A Purchaser of a Unit may elect to waive such defects as they affect solely such Unit and proceed to Closing, without any abatement in the Offering Price. Purchasers who elect not to waive such defects may cancel their Purchase Agreements and receive a refund of their Deposit. Unless a Purchaser elects either to cancel their Purchase Agreement or to waive such defects, in either case, within 20 days after Sponsor shall have given notice of such title defects, such Purchaser shall be conclusively deemed to have waived such defect and, therefore, his or her right to cancel their Purchase Agreement on account thereof.

Within five days after this Plan has been abandoned, all Deposits paid to the Sponsor by Purchasers under Purchase Agreements then in effect shall be refunded to them in full. With respect to any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period or whose Purchase Agreement had been cancelled previously due to such Purchaser's default, Sponsor will retain, as liquidated damages, such Purchaser's Deposit, not to exceed an amount equal to the sum of (a) 20% of the Purchase Price, (b) interest earned thereon, if any and (c) the Extra Work Deposit, if any. The Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment and file a notice of abandonment on Form RS-3 or such other form as the Department of Law may require, explaining the reason for the abandonment and disposition of all funds received. Purchasers shall be notified in writing of such abandonment.

Notwithstanding that not all Purchasers used for the purpose of declaring the Plan effective may actually close title to their Units, whether due to their default, due rescission or otherwise, in the event that no such Purchasers shall have closed, regardless of whether or not the Declaration shall have been recorded, Sponsor shall be required to re-declare the Plan effective in accordance with the provisions of this Section.

M. TERMS OF SALE

The terms "Closing" or "Closing Date" refer respectively to the transaction by which or date on which legal title to a Unit is conveyed by the Sponsor to a Purchaser who shall have fully paid the required Purchase Price for his or her Unit and who shall have otherwise fully performed all obligations on his or her part to be performed under the Purchase Agreement. After the Plan has been declared effective, the Sponsor shall, from time to time, fix one or more dates for closing of title to Units for which Purchase Agreements are then in effect. At least 30 days' prior written notice of Closing (each, a "Closing Notice") will be given by the Sponsor to each Purchaser, although the Sponsor may permit a Purchaser to waive, in writing, the 30 days' notice requirement. Whether or not expressly provided in the Closing Notice, the Closing Date designated therein shall be deemed to be "**TIME OF THE ESSENCE**" as to the obligations of Purchaser. A Purchaser may be notified by the Sponsor of an adjournment or adjourned Closing Date on less than 30 days' prior notice, in which event, such adjourned Closing Date also shall be deemed to be "**TIME OF THE ESSENCE**" as to the obligations of Purchaser. Closings for each Unit shall be held at the office of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, or at such other place in the City of New York as the Sponsor shall designate, or conducted through an escrow arrangement through Purchaser's title company (or if Purchaser fails to designate a title company, a title company designated by Sponsor). No Closing will take place unless and until all of the following shall have occurred; provided however, that a Closing Notice may be sent prior to all of the following conditions having occurred:

1. There is an existing final Certificate of Occupancy (C.O. No. 1080334), dated September 20, 2022, in place for the Building. In the event a new or amended certificate of occupancy for the Building is required, then issuance of a temporary or final certificate of occupancy for the entire Premises, or, alternatively, issuance of a partial, temporary or final certificate of occupancy covering the Unit to be closed, as more fully described in the section of this Offering Plan entitled "Rights and Obligations of the Sponsor" (Section P);

2. Recordation or filing of the Declaration and By-Laws and floor plans, with certifications by a licensed engineer or registered architect and local tax authorities in accordance with the Condominium Act and other applicable law, together with such other documents as may be required by law;

3. Discharge or partial release duly-recorded, of all liens, if any, affecting the Unit to be closed and Common Interest appurtenant to such Unit, as required by 339-r of the Condominium Act; and

4. Sponsor has amended the Offering Plan to disclose that it has been declared effective and that Sponsor has complied with each and all of the requirements described in this section of the Offering Plan.

The balance of the Purchase Price due to the Sponsor at Closing shall be paid to Sponsor (or otherwise, as the Sponsor may direct) by wire transfer to an account designated by Sponsor or, at Sponsor's option, by unendorsed bank check drawn by or on the account of a bank which is a member of the New York Clearing House Association. At the Closing, upon payment in full of the Purchase Price, the Sponsor shall deliver to the Purchaser a bargain and sale deed with covenants

against grantor's acts, in substantially the form included in Part II of this Plan as Document "C" (the "Unit Deed"), conveying title to the Unit being purchased and its appurtenant Common Interest as more fully described below. Purchasers are advised that at the time in which their closing occurs, warranties on appliances and other equipment exclusively serving their Unit may have expired, and accordingly, Sponsor makes no warranties as to any appliances or fixtures in a Unit. Notwithstanding the foregoing, to the extent that such warranties are in the possession of Sponsor and are effective at the time in which a Purchaser's closing occurs, Sponsor shall assign such warranties to Purchasers under this Plan at their respective closings. In addition, at or prior to the Initial Closing, Sponsor shall assign to the Board any warranties in writing and which are at such time, effective and assignable, with respect to equipment and appliances installed in or comprising a part of the Common Elements.

Purchasers shall close and accept title to their Unit (without abatement in or credit against the Purchase Price and without provision for escrow of funds), notwithstanding that renovations to the Unit, if any are provided for in the Purchase Agreement, have not been completed with respect to one or more of any of the following: (a) minor details of the Unit (as reasonably determined by the Sponsor), (b) other Units, (c) Common Elements, or (d) Limited Common Elements.

Purchaser shall be required to execute and deliver to the Title Company at Closing, for recording and return to the Managing Agent, a Power of Attorney, substantially in the form included in Part II of this Plan as Document "D."

A list of the Permitted Encumbrances, as of the date of acceptance for filing of the Plan, is included immediately below (collectively, the "Permitted Exceptions"). With respect to covenants, conditions, easements, leases, agreements of record, etc., these include, without limitation, the below, for which Sponsor has provided a brief description. With respect to the meaning and application of any particular Permitted Encumbrance, Purchasers are strongly encouraged to consult with their attorney.

i. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of Cornelius Ray to William Thornall dated 10/5/1846 and recorded 11/16/1846 in Liber 484 of Deeds, Page 134.

ii. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of Cornelius Ray to Calvin Nanzile dated 11/9/1846 and recorded 3/22/1848 in Liber 503 of Deeds, Page 261.

iii. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of Cornelius Ray to Leanda Stetson dated 8/4/1846 and recorded 6/20/1849 in Liber 521 of Deeds, Page 608.

iv. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of

Cornelius Ray to Cornelius Bedell dated 8/1/1846 and recorded 5/27/1850 in Liber 547 in Deeds, Page 64.

v. Party Wall Agreement made by and between Abraham A. Campbell, William Bedell, Stephen B. Stetson, James G. Dubois, Louis Dubois and Addison Dubois dated 9/8/1852 and recorded 7/10/1853 in Liber 609 of Deeds, Page 423.

vi. Party Wall Agreement made by and between John Downing and Stephen Decatur Stetson dated 1/25/1854 and recorded 2/11/1854 in Liber 645 of Deeds, Page 338.

vii. Transfer and Distribution of Development Rights made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013869.

viii. Transfer and Distribution of Development Rights made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013870.

ix. Notice of Zoning Lot Restrictions made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013871.

x. Notice of Zoning Lot Restrictions made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013872.

xi. Declaration of Covenants and Restrictions made by Project 29 West Chelsea LLC dated as of 10/22/2021 and recorded 11/3/2021 as CRFN 2021000434144.

xii. Waiver, Consent and Subordination to Distribution of Floor Area and Notice of Restrictions made by Atalaya Special Opportunities Fund VI LP dated as of 8/19/2016 and recorded 1/11/2017 as CRFN 2017000013873.

xiii. Zoning Lot Certification dated as of 2/22/2019 and recorded 3/18/2019 as CRFN 2019000087135.

xiv. Zoning Lot Description and Ownership Statement dated 3/12/2019 and recorded 3/18/2019 as CRFN 2019000087136.

The Sponsor reserves the right to grant easements for additional utility, sewer and drainage lines and appurtenances in, over, under and through the Condominium, to relocate any existing utility, sewer and drainage easements and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company, if the Sponsor shall deem it necessary or desirable for the proper operation and maintenance of the Condominium or any portion thereof, or for the general health and welfare of any Unit Owner, provided that such additional utilities or the relocation of existing utilities will not prevent or materially interfere with the use of the Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Units, and its employees and agents, shall have a right of access to any

Unit and to the Limited Common Elements in the furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

Sponsor shall have no obligation (a) to remove, correct or cure or otherwise address any violations (whether or not of record) against any portion of the Premises, including, without limitation, any sidewalk violations, Emergency Repair Notices or similar matters, nor (b) to pay any amount to the Condominium in the event that the Board determines after the Initial Closing to do so, which it shall have the authority to do, in its sole discretion. The existence of any such matters shall not affect a Purchaser's obligation to close title to his or her Unit.

The Sponsor will not be obligated to bring any action or to expend any sum which exceeds, in the aggregate, the Abandonment Amount, due to the existence of one or more defects in title (including violations of record or work orders of an insurance carrier) affecting any one or more Residential Units and/or the Common Elements which cannot be cured, removed or complied with except either through litigation or through the expenditure of funds (as such expenditure is estimated by Sponsor in its sole discretion). If Sponsor fails or refuses to correct any title defect which it is obligated to cure under the Purchase Agreement, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (i) take title to the Unit subject to the title defect (without abatement in or credit against the Purchase Price or claim or right of action against the Sponsor for damages or otherwise) or (ii) cancel the Purchase Agreement by written notice to the Sponsor, in which event Sponsor shall direct return the Deposit to the Purchaser within 10 days. Upon making such refund, the parties shall be relieved of all further obligations and liabilities under the Purchase Agreement and this Plan. **If the Purchaser fails to duly notify Sponsor of his or her election within 20 days after Sponsor notifies Purchaser of Sponsor's refusal or inability to remedy the title defect, it will be conclusively deemed that Purchaser has elected to accept title subject to the title defect.**

To the extent that there are any existing mortgages affecting the Units to be sold by Sponsor which will not be satisfied at or prior to the Initial Closing, at such Initial Closing, the Sponsor shall be required to arrange that each holder of such a mortgage either: (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration; or (c) release its lien on the Unit being conveyed, including its interest in the appurtenant Common Elements. Sponsor has obtained a loan encumbering the Property from Square NY Capital Lender LLC.

All personal property located within a Unit on the date title to the Unit closes and which is owned by Sponsor is included in the conveyance; provided however, that, as to a Unit which is or has been used as a sales model or sales office, Sponsor may expressly exclude from such conveyance any personal property which is situated in the Unit as of the date of the Purchase Agreement. In no event shall the presence of any furniture, furnishings, finishes, flooring, equipment or decorations in any model Unit or in the sales area imply or represent that any Unit will contain such furniture, furnishings, finishes, flooring, equipment or decorations. Personal property contained in a model Unit, if any, may, at Sponsor's option, be sold at a price to be agreed upon between Sponsor and the Purchaser of such Unit, provided however, that no part of the Purchase Price for any Unit will be attributable to such personal property.

Condition of Unit

Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein, whether or not previously occupied by a tenant, are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing.

Risk of Loss

Risk of loss or damage to a Unit, whether by fire or other casualty, remains with the Sponsor unless and until legal title to the Unit has been conveyed to the Purchaser, after which the Purchaser shall bear such risk of loss. In addition, a Purchaser who takes possession of a Unit prior to Closing assumes the risk of losses which are not covered by insurance.

Notwithstanding the foregoing, the Sponsor shall not be obligated or liable to repair any damage from a casualty loss.

If the Sponsor does not elect to repair the damage (or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws), then the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to such Purchaser all sums deposited by the Purchaser under its Purchase Agreement, together with interest, if any, earned thereon, and neither Sponsor nor such Purchaser shall have any further rights, obligations or liability to or against the other and Sponsor and such Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and under the Plan, except that if such Purchaser is then in default under its Purchase Agreement (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by such Purchaser and any interest earned thereon, as and for liquidated damages.

If the Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, in which event the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled to a reasonable period of time in which to complete such repairs or replacement. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas and electricity) and a reasonable means of ingress and egress from the Building to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser.

Sanctions for Purchaser's Default

In the event that Purchaser defaults under a Purchase Agreement, in addition to the rights and remedies previously described in this Section, the Sponsor shall have all rights and remedies available to it under the Purchase Agreement or at law (or in equity), including without limitation, the following:

1. The Sponsor may, unless such default shall have been fully cured within 30 days' after written notice to Purchaser, cancel the Purchase Agreement and retain the Deposit as liquidated damages (not exceeding an amount equal to the sum of (a) 20% of the Purchase Price, (b) interest earned thereon, if any and (c) the Extra Work Deposit, if any). In the event that the Purchase Agreement is canceled, the Sponsor will have the right to sell the Unit to others as though such Purchase Agreement had never been entered into (and without accounting to the Purchaser for the proceeds from such sale) and the Sponsor and its agents shall be relieved of any further liability or obligations thereunder and under the Plan.

2. Sponsor may, at its option, commence an action against Purchaser seeking money damages and/or specific performance of Purchaser's obligations under the Purchase Agreement or other equitable remedy.

3. In the event that Sponsor commences an action against a Purchaser or defends an action brought by a Purchaser arising under the Purchase Agreement, then, in the event that Sponsor is successful in prosecuting or defending against such claims, it shall be entitled to recover the reasonable amount of attorneys' fees and expenses incurred by it in such defense or prosecution.

Sanctions for Sponsor's Default

In the event that Sponsor defaults under a Purchase Agreement, Purchaser shall be entitled to cancellation of the Purchase Agreement and return of the Deposit, but shall waive any right it might otherwise have to seek money damages, specific performance of the Purchase Agreement or other equitable remedy.

N. INTERIM LEASES

Sponsor reserves the right, freely and without restriction, to rent Units at any time after consummation of the Plan (provided that a final or temporary certificate of occupancy covering such Unit being rented is in effect). However, once a Purchase Agreement is signed for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to or occupied by the Purchaser thereof. Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein, whether or not previously occupied by a tenant, are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing.

It is anticipated that the Sponsor will not permit any Purchaser to use or occupy a Unit prior to the Closing Date. However, if the Sponsor elects to do so, the lease or occupancy agreement will be for such rent or use and occupancy for (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed by the parties. A Purchaser with whom Sponsor enters into an Interim Lease will be required to pay Sponsor's legal fees for preparation, execution and delivery of the Interim Lease. Further, Purchasers who possession of a Residential Unit prior to Closing pursuant to an Interim Lease shall be responsible for maintaining property insurance with respect to the Purchaser's personal property, personal liability insurance and hazard insurance throughout the term of such occupancy, in amounts reasonably acceptable to Sponsor, and naming each of Sponsor and the Condominium as an additional insured.

No Purchaser shall have the right to occupy the Unit purchased by him or her prior to the Closing unless Sponsor agrees to permit such occupancy under an Interim Lease or other written occupancy agreement. Purchaser will be in default under the Purchase Agreement, if Sponsor permits a Purchaser to become a tenant or occupy a Unit prior to Closing and such Purchaser defaults in the performance of his or her lease or occupancy obligations and, as a result, (a) an order of eviction or other order or judgment by a court of competent jurisdiction is issued against the Purchaser, or (b) the Purchaser shall have vacated or abandoned the Unit. Similarly, a Purchaser will be in default of the terms of any Interim Lease if such Purchaser is in default of his or her obligations under the Purchase Agreement. In the event that an Interim Lease is terminated as a result of a Purchaser's default under or rescission of a Purchase Agreement, then such Purchaser shall be required to immediately vacate the Unit.

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

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

O. CLOSING COSTS AND ADJUSTMENTS

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

1. Title Insurance: If the Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor, which premium will vary depending upon the amount of insurance purchased. A reduced rate for fee and mortgagee title insurance may be available if the Purchaser obtains a mortgage loan, and fee and mortgagee title insurance are ordered simultaneously. A Purchaser may obtain title insurance from the Title Company or any title insurance company selected by Purchaser, without penalty, provided however, that if Purchaser's title insurance company refuses to grant affirmative insurance with respect to any encumbrance as to which the Title Company or any other title or abstract company which is a member of the New York State Land Title Association Inc. would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company, or any other title or abstract company which is a member of the New York State Land Title Association Inc., in connection with the closing of any other Units in the Condominium), then in no event shall the lack of affirmative insurance nor the existence of the encumbrance in question constitute a valid objection to closing title. Sponsor makes no representation or warranty regarding the terms of any such insurance.

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

3. Transfer Taxes and Mansion Tax: The New York City Real Property Transfer Tax ("NYC RPTT") is, as of the filing date of this Plan, for the purchase of a single Residential Unit, one percent (1%) of the consideration paid for a Unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax ("NYS RETT") is as of the filing date of this Plan, $2 for each $500 (or fractional part thereof) of the consideration and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the total consideration paid for such Unit is $3,000,000 or more. For purposes of calculating the taxes payable, NYC RPTT will include the amounts of such taxes in the consideration subject to tax. NYS RETT and the Mansion Tax will not include the amounts of NYS RETT paid by the Purchaser in calculating the consideration subject to such tax. Therefore, the steps to compute the Transfer Taxes payable are:

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

(ii) compute the tentative NYS RETT by multiplying the original consideration by the NYS RETT rate;

(iii) compute the taxable consideration for NYC RPTT by adding (i), the tentative NYC RPTT and (ii), the tentative NYS RETT to the original consideration;

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

(v) compute the taxable consideration for NYS RETT by adding the tentaitve NYC RPTT to the original consideration; and

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

As an example, in respect of a Unit purchased with consideration in the amount of $1,800,000 (which, in addition to the purchase price, would include any other consideration, or amounts paid by Purchaser which are the obligation of Sponsor), the transfer tax calculation is as follows: (i) $1,800,000 x 1.425% = $25,650; (ii) $1,800,000/$500 x $2.00 = $7,200; (iii) $25,650 + $7,200 + $1,800,000 = $1,832,850; (iv) $1,832,850 x 1.425% = $26,118.11; (v) $1,800,000 + $25,650 = $1,825,650; and (vi) $1,825,650/$500 x $2.00 = $7,302.60. Mansion Tax (described below) in the amount of $18,256.50 ($1,825,650 x 1%) would also be payable. All the foregoing is subject to increase in respect of additional "consideration," including, without limitation, the fee paid to Sponsor's Closing Counsel, as described below.

If the purchase price together with other consideration paid for a Residential Unit is $1,000,000 or more, Purchaser will also pay the New York State Additional Tax pursuant to Section 1402-a of the Tax Law, which is, as of the filing date of this Plan, one percent (1%) of the consideration. If the purchase price together with other consideration paid for a Residential Unit is $2,000,000 or more, Purchaser will also pay the New York State Supplemental Tax pursuant to Section 1402-b of the New York State Law. The aforementioned New York State Additional Tax and New York State Supplemental Tax, each to the extent applicable, are collectively referred to herein as the, "Mansion Tax". The computation of Mansion Tax shall include Transfer Taxes, as described above. The chart below sets forth the aggregate rate of Mansion Tax based on the consideration paid for a Unit.

Consideration amount	NYS Mansion Tax Rate (which represents an aggregate of the New York State Additional Tax and New York State Supplemental Tax)
Under $1 million	Not subject to tax
At least $1 million, but less than $2 million	1%
At least $2 million, but less than $3 million	1.25%
At least $3 million, but less than $5 million	1.5%
At least $5 million, but less than $10 million	2.25%
At least $10 million, but less than $15 million	3.25%
At least $15 million, but less than $20 million	3.5%
At least $20 million, but less than $25 million	3.75%
More than $25 million	3.9%

The purchase price, together with transfer taxes (to the extent described herein) and any other consideration or amounts payable by Purchasers which are the obligation of Sponsor, will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance (collectively, the "taxing authorities") to arrive at total consideration for transfer tax and Mansion Tax purposes. For example, the Purchaser of a Unit with a purchase price of $990,000, with respect to which Purchaser pays transfer taxes and other consideration, would be liable for the Mansion Tax because the aggregate consideration would be $1,000,000 or more. However, Sponsor makes no representation regarding the calculation of the Mansion Tax or the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

In addition to transfer taxes and the Mansion Tax, Purchasers shall also be obligated to pay at closing any tax relating to the purchase or sale of any real estate or similar interests on the transfer of a Unit enacted after the filing date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an

Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion Tax information and closing cost illustrations disclosed in the Plan, as may be amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title.

Under the current policies of the New York City Department of Finance (the "Department of Finance") (as of the initial filing date of this Plan), where a Purchaser purchases two (2) or more Units that have not been physically combined into a single residence before the transfer (a "bulk sale"), the NYC RPTT will be imposed at higher non-residential rates, i.e., where the consideration is $500,000 or less, the rate will be 1.425%, and where the consideration exceeds $500,000, the rate will be 2.625%. This may be the case even if the Units are transferred to the Purchaser pursuant to separate sales contracts with separate closing dates. The Department of Finance has taken the position that the consideration for the transfer of each Unit under a deed in a bulk sale is not aggregated with the consideration for the other such deeded transfers in the same bulk sale for purposes of determining the rate to be applied to each Unit transfer (i.e., the 1.425% rate or the 2.625% rate). The Department of Finance has stated that application of the bulk sale rules are made on a case-by-case basis depending on the particular facts and circumstances and there is no guarantee that the Department of Finance will not change its position with respect to the foregoing. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay these higher non-residential rates for purposes of the NYC RPTT and also pay the Mansion Tax. Consideration is not aggregated for Mansion Tax purposes. Purchasers will be required to pay the Mansion Tax on each Unit in a bulk sale if the total consideration attributable to such Unit is $1,000,000 or more.

4. Mortgage Tax Credit. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser obtains a mortgage loan: (a) the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act, or (b) Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a loan secured by a mortgage (the "Purchaser Mortgage"), Purchaser shall cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchaser Mortgage as determined by Sponsor, at no cost or expense to Sponsor, and Purchaser will also be responsible for payment of all title recording fees charged with recording documentation necessary to effectuate the mortgage assignment. Upon such assignment, the Purchaser Mortgage (or a portion of the Purchaser Mortgage) will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of the mortgage tax credit, which Purchaser receives as a result of such assignment, and the Purchaser will pay to Sponsor an amount equal to such exemption. In no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser. In the event that for any reason or no reason, Purchaser should fail to cause its lender to accept such mortgage assignment set forth in section (b) hereof, Purchaser shall pay to Sponsor at Closing, an amount equal to the mortgage recording tax exemption which would have been due to Sponsor

had an assignment of the Purchaser Mortgage occurred, notwithstanding that there was no such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings, whether or not there is an exemption from the payment of mortgage recording tax. **Prior to obtaining financing, Purchasers should confirm whether their prospective lender will be able to meet the requirements in this paragraph. As coordination of an assignment may be a long lead item, Purchasers should plan in advance to satisfy this requirement with their lender.**

5. Mortgage and Related Costs: If the Purchaser obtains a mortgage loan, the Purchaser will be responsible for the payment of all mortgage recording taxes (taking into account however any payments made pursuant to subparagraph (4) above) and closing costs and expenses in connection therewith, in amounts determined by Purchaser's lender, which closing costs may include, but are not limited to, mortgage broker fees, the fees of such lender's counsel, recording charges and mortgage title insurance. Currently, the New York State and New York City mortgage recording tax levied on individual residential condominium Units located in New York City is $2.05 for each $100 (and each remaining major fraction thereof) with respect to mortgages of less than $500,000, and $2.175 for each $100 (and each remaining major fraction thereof) with respect to mortgages in the amount of $500,000 or more (less, in each case, a $30.00 credit). The two mortgage recording tax rates described in the previous sentence are comprised of the New York City mortgage recording tax ($1.00, or $1.125 in the case of individual residential condominium Unit mortgages in the amount of $500,000 or more); and the New York State Basic ($.50), Additional ($.30); and Special Additional ($.25) mortgage recording taxes. Mortgage lenders may require borrowers to pay mortgage recording taxes. However, with respect to individual residential condominium Units, mortgage lenders may not require borrowers to pay, subject to certain statutory exceptions, the special additional mortgage recording tax, which accounts for $.25 of the New York State rate (as previously described in this paragraph 5). Mortgage lenders also may require borrowers to pay deposits for Common Charges, real estate taxes, fire and casualty insurance premiums, assessments and water charges and sewer rents. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage financing from any sources. As previously stated in subparagraph 4 above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor and such Purchaser will cooperate with Sponsor in obtaining such credit. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed. Sponsor makes no representation as to which mortgage recording tax rate will apply at the time of closing of a particular Residential Unit and shall have no liability with respect thereto.

6. Closing Fees: For each Unit, the sum of $4,250 shall be payable to Sponsor's Counsel as a per unit base closing fee. For each issuance of a Parking License, the sum of $650 shall be payable to Sponsor's Counsel as a legal fee in connection with processing the issuance of each such Parking License. If Purchaser obtains mortgage financing, an additional fee of $850 shall be payable by Purchaser to Sponsor's Counsel. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), provided that Sponsor consents, the closing may be held either (y)

elsewhere in Manhattan, provided that an additional travel fee of $700 is paid to Sponsor's Counsel; or (z) in a borough other than Manhattan, provided that an additional travel fee of $875 is paid to Sponsor's Counsel. In addition: (i) if, through no fault of Sponsor, the closing is adjourned (or is not concluded in its entirety on the day it commences), the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment (or continuation) to prepare and/or coordinate the new closing (or continuation); (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,500, payable in advance; (iii) $350 for the preparation of ACRIS transfer documents required by the City of New York; and (iv) $875 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with any tax-deferred exchange under § 1031 of the Internal Revenue Code. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

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

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

The following table illustrates the projected closing costs (based on rates in effect as of the initial filing date of this Plan) for a typical Unit purchased by a Purchaser at a Purchase Price of $1,800,000 assuming such Purchaser finances 80% (i.e., $1,440,000) of the purchase price. All figures are estimates.

Fee Title Insurance (if purchased simultaneously with mortgage title insurance) & Municipal Search Fee	$7,599.49
Fee for recording Unit Deed (10 pages), Unit Owner's Power of Attorney (6 pages) and RP-5217	$615.00

Mortgage Loan Closing Costs	
- recording mortgage (assuming 25 pages)	$250.00
- mortgage recording tax (at 2.175% of $1,440,000 less $30.00 credit and 0.25% to be paid by lending institution) (Purchaser may be required to pay a portion of such tax directly to Sponsor)	$27,690
-mortgage title insurance (if purchased simultaneously with fee insurance)	$1,655.00
New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax	$33,420.71
New York State Mansion Tax	$18,256.50
Working Capital Payment	$2,618.76
First Month's Common Charges	$1,309.38
Closing Fee (assuming the closing occurs at the offices of Sponsor's Counsel) and, other than in respect of a mortgage, Purchaser has not incurred any additional fees as set forth above)	$4,250.00
ACRIS Transfer Document Preparation Fee	$350.00
Mortgage Closing Coordination Fee	$850.00
TOTAL	$98,864.84

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

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

Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed against each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated

portion of the actual taxes for the entire Property for such period determined as provided in the By-Laws. Further, where the real estate taxes have not been separately assessed against each Unit, and to the extent Sponsor has not pre-paid same prior to the First Closing, Sponsor may escrow an amount with the Board equal to real estate taxes attributable to Unsold Units for the six (6) month period following the First Closing, which payments will be adjusted as between Sponsor and Purchaser at each closing of a Residential Unit.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

P. RIGHTS AND OBLIGATIONS OF THE SPONSOR

Right to Rent Unsold Units and Parking Spaces

Sponsor shall have the right, from time to time, (a) at any time, to withhold from sale one or more Units and (b) after consummation of the Plan, to offer Units for sale or rent (provided that a final or temporary certificate of occupancy covering such Unit has been obtained), in either event, as it determines in its sole discretion and without consent of the Board. All rental income shall belong to the Sponsor without accountability therefor to the Board or subsequent Purchaser. Residential Units and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein, whether or not previously occupied by a tenant, are being offered and will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. However, once a Purchase Agreement is signed for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to or occupied by the Purchaser thereof. The lease or occupancy agreement will be for such rent or use and occupancy for (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed by the parties. Purchasers should be aware that their Unit may have been previously used or occupied by such a rental tenant. However, unless otherwise expressly provided in the Purchase Agreement, title to a Unit shall be conveyed to a Purchaser vacant and free of any tenants or occupants. See also, "Terms of Sale" (Section M).

Since the Sponsor has reserved the unconditional right to rent rather than sell Units, the Sponsor may control the Board indefinitely, subject in any event, to the limitations upon the right of the Sponsor to exercise voting control of the Board, as more fully described in "Control by the Sponsor" (Section Q).

Sponsor may also rent any Parking Spaces to non-residents of the Building, for periods of not less than one week and not more than one month. The proceeds from such rental shall be the exclusive property of Sponsor, without accountability to the Condominium or Unit Owners. The rights to use all off-street Parking Spaces, which use rights have not been previously sold to Purchasers, then rented by Sponsor to non-residents, shall be made available for sale to residents upon such terms and conditions as Sponsor may determine, consistent with the terms of this Plan, within 30 days after written request made to the Sponsor, by such residents.

Condition of Units

Each Residential Unit offered hereby and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a Purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. The Purchaser of a Unit shall have the opportunity to inspect such Residential Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for a Unit, Purchasers should carefully review the Property Report in Part II of this Plan.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION "AS IS", WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR/SELLING AGENT OR ANY OTHER PERSON TO MAKE ANY REPAIRS OR IMPROVEMENTS, EXCEPT AS PROVIDED IN THIS PLAN.

Sponsor shall not be obligated to correct, repair or replace any defects (latent, patent, or otherwise) relating to the Units or the Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering.

Certificate of Occupancy

There is an existing final Certificate of Occupancy (C.O. No. 1080334), dated September 20, 2022, in place for the Building. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of a Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or final certificate of occupancy covering such Unit.

General

The Sponsor has the financial resources to meet its obligations under this Plan, including with respect to Unsold Units. **As to future performance of such obligations, no bond or other security, except as otherwise provided or required under this Offering Plan, has been or will be furnished by the Sponsor to secure its obligations**. It intends to fund its on-going obligations to the Condominium with respect to Unsold Units from sales proceeds, financing proceeds and from income, if any, which may be derived by the Sponsor from the rental of Unsold Units.

Sponsor has obtained a loan encumbering the Property from Square NY Capital Lender LLC, the lien of which shall be released from each Unit, together with its Common Interest, at or prior to such Unit's closing. The Offering Prices for Units set forth in Schedule A of this Plan comply with such release price requirements. There are no other terms under such financing creating or relating to the Sponsor's obligation to sell Units nor any limits or requirements imposed by the lender for Sponsor to rent rather than sell Units under specified market conditions.

At or prior to the Initial Closing, Sponsor shall assign to the Board any warranties in writing and which are at such time, effective and assignable, with respect to equipment and appliances installed in or comprising a part of the Common Elements.

No Warranty

Sponsor shall not be obligated to correct, repair or replace any defects (latent, patent, or otherwise) relating to the Units or the Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements.

Further, and for the avoidance of doubt, in addition to the foregoing, Sponsor assumes no responsibility for and shall not be liable to repair or replace any of the following: 1. nail pops and ridging on sheet rock walls, 2. doors sticking due to weather, 3. adjustment of bi-fold doors, 4. bath tile and marble tile grouting, 5. quarry tile grouting, 6. any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials, 7. defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking due to weather, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, slight scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces, bathroom finish grouting, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, 8. 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, 9. deviations in the level of ceilings, and imperfections in ceiling finished, 10. imperfections in painting finishes, 11. deviations in the level of a floor, 12. alignment of bathroom finishes and variation in grouting thickness, air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Association Standard A-Z, 13. noise from normal plumbing, heating, ventilating and air conditioning operation, 14. normal floor noises and creaking, 15. carpet or floor discoloring or stretching, 16. variations in width, length, thickness, finish or color range of wood flooring, 17. 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; antennaing fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs; basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances, woodwork, millwork and doors; mirrors and mirrored doors; all hardware; appliance cabinets and flooring, 18. paint touch-ups, repair dented appliances, or replace light bulbs, 19. variations in tone or color of natural stone or variations in tone or color of vanity tops or other natural stone surfaces, 20. leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks, 21. ponding and/or controlled drainage on the roof surface, or 22. cracks in pressure-treated lumber used or intended for use outside the Building, or 23. cracks or discoloration in concrete or 24. discoloration to hardware and plumbing finishes, or 25. stains, runs, lumps, shags or imperfections in weave in fabric panels, or 26. scratched, dirty or cracked lenses in light fixtures, or 27. terrace tile or other surface covering not laid flat, or color variation in tile, mortar, stained tile or other surface covering. **Purchasers may experience some or all of these items and conditions in their Unit, the Common Elements or elsewhere in the Building. Sponsor has no obligation to correct or repair any of these items and conditions and shall not be liable to any Purchaser or the Board therefor. If Purchasers and/or the Board desire to correct, repair or replace any of these items or conditions, to the extent they can be corrected, repaired or replaced, they will have to proceed by themselves and/or under any warranties or undertakings assigned to them by Sponsor at their sole cost and expense.**

Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or Limited Common Elements or in any other installations, apparatus, fixtures, finishes, materials and appurtenances.

The representations, covenants, warranties and other obligations of Sponsor set forth in this Plan with respect to construction of the Units and Common Elements are solely for the benefit of Purchasers who acquire title to their Unit from Sponsor. In no event shall Sponsor have any liability therefore to persons who acquire title to Units from parties other than Sponsor or to tenants or licensees of Units.

Purchasers are advised that at the time in which their closing occurs, warranties on appliances and other equipment exclusively serving their Unit may have expired, and accordingly, Sponsor makes no warranties as to any appliances or fixtures in a Unit. Notwithstanding the foregoing, to the extent that such warranties are in the possession of Sponsor and are effective at the time in which a Purchaser's closing occurs, Sponsor shall assign such warranties to Purchasers under this Plan at their respective closings.

Housing Merchant Implied Warranty

The Units are not subject to the Housing Merchant Implied Warranty (the "Housing Warranty") contained in Article 36-B of the New York General Business Law.

Model Units

Until all Units have been sold under this Plan, the Sponsor and its agents or representatives shall also have the right to (i) use one or more Unsold Units as a sales office or model Unit or Units until all Units have been sold; and (ii) erect and maintain one or more signs at the Premises in connection with the sales or any rental program, which signs shall be of such design and in such location as Sponsor may determine in its sole discretion. The Units used for sales marketing purposes may be constructed or renovated, furnished or decorated by the Sponsor specifically for their intended use as a model Unit or sales office. Purchasers of such Units should ascertain which fixtures, furnishings and improvements, if any, are included in the Purchase Price for such a Unit prior to executing a Purchase Agreement therefor. Purchasers should also thoroughly inspect such Units, as well as any other selected Units which may have been completed prior to executing a Purchase Agreement.

Risk of Loss

Risk of loss or damage to a Unit, whether by fire or other casualty, remains with the Sponsor unless and until legal title to the Unit has been conveyed to the Purchaser, after which the Purchaser shall bear such risk of loss. In addition, a Purchaser who takes possession of a Unit prior to Closing assumes the risk of losses which are not covered by insurance.

Notwithstanding the foregoing, the Sponsor shall not be obligated or liable to repair any damage from a casualty loss. If the Sponsor does not elect to repair the damage (or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to such Purchaser all sums deposited by

the Purchaser under its Purchase Agreement, together with interest, if any, earned thereon, and neither Sponsor nor such Purchaser shall have any further rights, obligations or liability to or against the other and Sponsor and such Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and under the Plan, except that if such Purchaser is then in default under its Purchase Agreement (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by such Purchaser and any interest earned thereon, as and for liquidated damages.

If the Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, in which event, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled a reasonable period of time in which to complete such repairs or replacement. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas and electricity) and a reasonable means of ingress and egress from the Building to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser.

Alterations, Repairs and Improvements

The Sponsor shall not be required to seek or obtain approval of the Board for any alterations, repairs or improvements which the Sponsor makes or causes to be made to Units held by it; provided however, that the Sponsor shall only make such alterations, repairs and improvements in full compliance with applicable laws and regulations.

Obligation to Defend Suits

The Sponsor has the obligations to (a) defend any suits or proceedings arising out of its acts or omissions and (b) indemnify the Board from and against any judgment obtained against it by reason of the wrongful acts or omissions of the Sponsor. The Board shall notify the Sponsor promptly of any such suit and shall cooperate with the Sponsor in defending against any such suits.

Condominium Insurance

Sponsor shall initially procure on behalf of the Board, to take effect on or before the date of the Initial Closing, the insurance relating to the Condominium which is required to be maintained by the Board in accordance with the provisions of the By-Laws, the cost of which insurance has been reflected in the Budget contained in this Offering Plan as Schedule "B." The premiums for such coverage shall be paid by the Unit Owners as a Common Expense.

Payment of Carrying Charges

The Sponsor shall pay all expenses incurred prior to the Initial Closing in connection with the establishment and operation of the Condominium, subject to those closing adjustments with the Board described in the Section of this Plan entitled "Closing Costs and Adjustments" (Section O). Sponsor will pay all costs and expenses incurred in connection with the subdivision of the

Building, in connection with the sale of the Unsold Units and establishment of the Condominium and will pay all selling expenses including, but not limited to, advertising and printing costs of filing this Offering Plan and amendments hereto and the fees of all sales agents and brokers, if any, retained by the Sponsor.

From and after the Initial Closing date, the Sponsor shall pay all Common Charges, Special Assessments, if any, and real estate taxes levied with respect to Unsold Units. Neither Sponsor nor any Sponsor-designee shall be subject to interest charges or any other late payment fee with respect to Common Charges or Special Assessments for the Unsold Units.

Notwithstanding the foregoing, Sponsor reserves the right, in its sole and absolute discretion, to waive (or cause the Board to waive) the assessment and collection of Common Charges from Purchasers for a period of time prior to sale of all Units being offered for sale pursuant to the terms of this Plan (the "Waiver Period"). In the event that Sponsor exercises that right, the following shall apply:

1. During the Waiver Period, Sponsor shall be solely responsible for the timely payment of all Common Expenses reasonably required to operate the Building (the "Operating Expenses") including but not limited to insurance premiums and reserve fund payments required by lenders, if any. All Operating Expenses payable by Sponsor during the Waiver Period shall be based upon the actual cost of operating the Building and not upon estimates set forth in Schedule B – "Projected Budget for First Year of Condominium Operation". Such Schedule B will not be deemed to be effective until expiration of the Waiver Period.

2. During any Waiver Period, Sponsor shall remain obligated to update the operating budget for the Condominium when and as needed, as provided in the Regulations as to the same.

3. The Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances, each Unit Owner will remain solely responsible for the payment of the real estate taxes assessed against their Unit.

4. Sponsor shall file an amendment to the Plan disclosing the occurrence of the Initial Closing and indicate that collection of Common Charges will not commence with the beginning of the First Year of Condominium Operation.

5. Sponsor, in its sole and absolute discretion, may, upon at least 30 days' prior written notice to Unit Owners, sent by Sponsor or the Board, terminate the Waiver Period. Sponsor shall also file an amendment to the Plan disclosing the expiration of the Waiver Period in the next substantive amendment to the Plan to be filed after such written notice to Unit Owners is provided.

6. Upon expiration of the Waiver Period and the commencement of assessment of Common Charges against the Units, there will not be any assessment over and above the amount of such Common Charges against Units or Unit Owners for any item set forth in the approved Condominium budget that is in effect at the time of commencement of assessment of Common Charges.

Additional Rights Reserved by Sponsor

The Sponsor has reserved the right (fully and freely transferable by it, in its sole discretion) to install, erect, operate, replace, repair and maintain telephone, television, radio, computer and any other type of telecommunication equipment, antennae, satellite dishes, lines and other connections on the roof, façade or other Common Elements of the Building. In furtherance of such right, the Sponsor and/or its designee, assignee, licensee or other transferee shall have an easement to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building for use by the Sponsor or by any designee, assignee, licensee or other transferee of Sponsor's rights with respect thereto. Such equipment, lines and/or other connections may, but need not, be for the benefit of the Building or Unit Owners and such easement rights shall not be subject to any rules, restrictions, fees or other charges by the Condominium or any Unit Owner. Sponsor shall not exercise any of the foregoing rights in such a manner as to block the light or air of any other Unit Owner. To the extent that any such equipment is not provided, in whole or in part, for the benefit of or use by the Condominium or one or more Unit Owners, the following shall apply to such equipment: (a) Sponsor shall be responsible for all costs associated with such equipment, including, without limitation, additional insurance premiums, if any, resulting directly from such equipment; (b) Sponsor will indemnify the Condominium for any liability (other than any claim for consequential damages) that directly arises from use of the equipment; and (c) the easements associated with such equipment shall be subject to the requirements of applicable provisions, if any, of the New York Real Property Tax Law.

Miscellaneous

No obligations of Sponsor under this Offering Plan or any Purchase Agreement shall survive the closing of title to a Unit except as expressly set forth in the Offering Plan, the Purchase Agreement or as otherwise required by the General Business Law or other applicable law. When the Sponsor no longer exercises voting control of the Board, all of the Sponsor's obligations pertaining to the Common Elements or Limited Common Elements shall be enforceable only by the Board and not by one or more of the individual Unit Owners, jointly or severally.

In the event that (a) the Board or any Unit Owner commences any action or administrative proceeding against Sponsor and/or any Sponsor principals, alleging any cause arising under or relating to the provisions of this Plan or (b) Sponsor commences an action against the Board or any Unit Owner to enforce Sponsor's rights or privileges arising under or relating to the provisions of this Plan, then, in the event that Sponsor is successful in defending against such claims or in prosecuting its own claims, it shall be entitled to recover the reasonable amount of attorneys' fees and expenses incurred by it in such defense or prosecution.

In the event of the dissolution or liquidation of the Sponsor, or the transfer of (a) ten or more Units or (b) 20% or more of the Units, whichever is less, the principals of the Sponsor shall provide financially responsible persons who will assume the status and all of the obligations of the Sponsor under the Plan, applicable laws or regulations, with respect to the Unsold Units.

Rights of Sponsor-Designees

The Sponsor shall have the right, from time to time, to designate in writing Persons to hold title to one or more Unsold Units and to acquire the rights and privileges of the Sponsor under the By-Laws. In that event, solely with respect to the Units owned by such designee, such Sponsor-designees shall have those rights and privileges to the same extent as Sponsor, unless otherwise limited or restricted in such designation. In the event that the Sponsor makes a bulk sale of all or some of its Unsold Units, the transferee, as a successor sponsor, shall be bound by Sponsor's representations, if any, in this Plan regarding its commitment to sell Units.

Q. CONTROL BY THE SPONSOR

The Condominium is governed generally by the Board. The initial Board shall consist of two members designated initially by the Sponsor. Such initial Board members shall be Sorabh Maheshwari and Justin Ehrlich, both of whom are principals of the Sponsor. At the first annual meeting of Unit Owners, members of the Board shall be elected by Unit Owners and the original two members designated by the Sponsor shall resign. The Sponsor will call the first annual meeting of Unit Owners not later than sixty (60) days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title by Sponsor (or its designee), as seller, to Units representing at least fifty percent (50%), both in number and in aggregate Common Interest of all Units to Purchasers. At such meeting, all of the Unit Owners, including the Sponsor, shall elect a new Board, which shall consist of five members. In addition to its limited right to exercise voting control of the Board, as more fully described in this Section, as owner of the Unsold Units the Sponsor shall have the right to vote on the same basis as other Unit Owners for members of the Board, subject to the special provisions described in this Section.

Sponsor will be entitled to designate a majority of the members of the Board at elections occurring until the later to occur of: (i) the fifth anniversary of the first closing of title to a Unit by Sponsor pursuant to an Agreement (the "First Closing"); or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Units (the "Sponsor Control Period"), provided however, that at such time as there are no Unsold Units remaining Sponsor will relinquish control of the Board. In addition, following the Sponsor Control Period, so long as the Sponsor (or its designee) owns a Unit, it shall be entitled to designate one of the five Board members. An Owners' meeting will be held to elect a new Board within 30 days after the end of the Sponsor Control Period. Except as expressly provided otherwise, the rights described in this Section are not intended to restrict the voting rights of the Sponsor in its capacity as a Unit Owner. As a result, during the Sponsor Control Period, there may be non-Sponsor members of the Board, if they are elected by the Unit Owners (including the Sponsor, which shall be entitled to cast its votes as a Unit Owner) or if they are designated by the Sponsor pursuant to its right to exercise voting control of the Board.

So long as the Sponsor exercises voting control of the Board, the Sponsor will be able to control the maintenance and operation of the Premises, and the services to be provided to Unit Owners. It shall determine the amount of Common Expenses upon which Common Charges are substantially based and whether available working capital funds or other reserves are used to defray projected increases in the Common Charges. However, so long as the Sponsor exercises voting control of the Board, the Board will not use working capital funds to reduce the projected Common Charges below the amounts set forth in this Plan, unless a majority of the remaining Unit Owners affirmatively vote to do so.

So long as Unsold Units represent at least 25% of the aggregate Common Interests, but in no event longer than five years after the date of the Initial Closing, whichever occurs sooner, the Board may not, without the prior written consent of Sponsor (which may be given or withheld in its sole discretion): (a) make, permit, or consent to any addition, alteration, improvement or change in or to the Limited Common Elements, special addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) enter into any service or maintenance contract, (d) borrow money on behalf of the Condominium or Unit Owners, (e) exercise a right of first refusal to

purchase a Unit, (f) increase or decrease the number, or change the type of employees of the Condominium or the Board from those set forth in the "Notes to Schedule B" of this Plan, or (g) change or increase or decrease the services or operating expenses as set forth in the "Notes to Schedule B" except as required to reflect normal annual increases in operating expenses; provided however, that Sponsor will not exercise its veto power over expenses (i) described in Schedule "B" of the Plan or (ii) required in order to (A) comply with applicable laws or regulations, (B) remedy any notice of violation, (C) remedy any work order by an insurer of the Common Elements or (D) correct a condition of the Common Elements which presents an imminent risk to the health or safety of occupants of the Premises. Subject to the foregoing, Sponsor shall have the right to withhold its consent to any of the foregoing actions.

Because Sponsor will be entitled to designate a majority of the members of the Board at elections occurring until the later to occur of: (i) the fifth anniversary of the first closing of title to a Unit by Sponsor pursuant to an Agreement (the "First Closing"); or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Units (the "Sponsor Control Period"), provided however, that at such time as there are no Unsold Units remaining Sponsor will relinquish control of the Board, and since Sponsor has no obligation to sell more than 15% of the Units, Sponsor will be able to control the Board indefinitely and non-Sponsor Unit Owners may never gain voting control of the Board and, therefore, may never gain effective control and management of the Condominium.

R. BOARD OF MANAGERS

Members of the Board and Officers of the Condominium

The initial Board shall consist of two members, each of whom shall be designated by the Sponsor. Such initial Board members shall be Sorabh Maheshwari and Justin Ehrlich, both of whom are principals of the Sponsor.

The first annual Unit Owners' meeting shall be held not later than sixty (60) days following the later to occur of: (a) the second anniversary of the First Closing; or (b) the closing of title by Sponsor (or its designee), as seller, to Units representing at least fifty percent (50%), both in number and in aggregate Common Interest of all Units to Purchasers. Beginning with the Board elected at the first annual Unit Owners' meeting, there shall be five Board members. At each annual meeting, an election shall be held for such five members of the Board, subject to Sponsor's right to exercise voting control thereof and to designate as least one Board member, as more fully set forth in Section Q of this Plan, entitled "Control by Sponsor". Members of the Board must be at least 18 years of age to be eligible to serve on the Board and are required to be Unit Owners (or else principals or designees of Unit Owners). Board members shall serve for one year each.

The By-Laws do not require that a majority of the Board must be Owner-occupants or members of an Owner-occupant's household who are unrelated to the Sponsor and its principals. As a result, owner-occupants and non-resident Unit Owners, including Sponsor as to the Unsold Units, may have an inherent conflict of interest on how the Condominium should be managed because of their different reasons for purchasing or holding Units, i.e., purchase as a home as opposed to as an investment.

As to all matters coming before a Unit Owners' meeting, each Unit Owner shall be entitled to one vote for each .01% of Common Interest appurtenant to his or her Unit. Voting shall be on a non-cumulative basis.

Subsequent annual meetings shall be held on or about the same date of each year thereafter. Special meetings may be called at any time by an officer of the Condominium or a majority of the Board.

Members of the Board shall receive no compensation for their service as such unless and until the same shall have been duly authorized in writing, or by affirmative vote taken at a duly held Unit Owners' meeting, by the record holders of at least 66 and two-thirds percent (66 and 2/3%) of Common Interests. Any member of the Board may be removed with or without cause upon the affirmative vote of Unit Owners representing at least 75% of the aggregate Common Interests present at any meeting of the Unit Owners held for such purpose; provided however, that members elected or designated by the Sponsor, or its designee, can only be removed by the Sponsor or its designee, as the case may be, whether for cause or no cause; provided however, that, to the extent provided by law, a Board member elected or designated by Sponsor may be removed by the Board for cause. Any member of the Board who has been designated or elected by the Sponsor (or a Sponsor designee) and who thereafter resigns, dies or is removed, may be replaced only by the Sponsor, or its designee, as the case may be. Other than members elected or designated by Sponsor or its designee, no member who was a Unit Owner at the time of his or her election shall continue

to serve on the Board after he or she ceases to be a Unit Owner or a principal or designee of such Unit Owner.

The principal officers of the Condominium shall be the President, Vice-President, Secretary and Treasurer, each of whom shall be elected annually by the Board and may be removed, with or without cause, upon the affirmative vote of the majority of the members of the Board. The President shall be the chief executive officer of the Condominium. The Vice-President may act in the place and stead of the President whenever the President is absent or otherwise unable to act. The Secretary is responsible for keeping the minutes of all meetings of the Unit Owners and of the Board, and he or she shall maintain the books and records of the Condominium. The Treasurer shall have responsibility for funds of the Condominium and is responsible for reviewing financial records and books of account.

Powers and Duties of the Board

The Board may act upon the affirmative vote of a plurality of its members present at a meeting duly called and at which a quorum is present. Subject to the restrictions summarized in the section of this Plan entitled "Control by the Sponsor" (Section Q), the following is a non-exclusive list of certain of the rights, powers and duties incident to the administration of Condominium affairs, which the Board has pursuant to the By-Laws:

1. adopt an annual budget to cover the cost of Common Expenses (Subject, however, to the restrictions and conditions relating to special allocation of the Common Expenses among the Units as more fully described below in this Section and elsewhere in this Plan);

2. determine and levy special assessments for certain capital improvements or extraordinary repairs or replacements not covered by existing reserves or insurance proceeds;

3. determine and levy Individual Expense Charges;

4. maintain, care for, preserve and restore the Common Elements;

5. open and maintain bank accounts on behalf of the Board;

6. enforce the terms, conditions and provisions of the By-Laws and Rules and Regulations which the Board may, from time to time, make or amend in accordance with the provisions of the By-Laws;

7. employ, hire and discharge persons to carry out certain of the management and/or maintenance responsibilities of the Board;

8. acquire Units in foreclosure or as a result of abandonment and to vote as the Unit Owner of such Unit and take all steps necessary and appropriate to re-sell such Units; provided that the Board shall not exercise the foregoing right unless Units Owners representing at least 80% of the Common Interests shall have approved such action;

9. make certain alterations, additions and improvements to the Common Elements that from time to time may be deemed necessary and proper; provided, that, if the proposed cost of

such addition, alteration or improvement exceeds $100,000 (or $250,000 for any series of additions, alterations or improvements), the Board shall make such additions, alterations or improvements only with the approval of Unit Owners holding a majority of the Common Interests in the aggregate;

10. borrow money on behalf of the Unit Owners when required in connection with the operation, care, preservation, improvement or restoration of the Common Elements, provided however, that (i) the consent of Unit Owners representing at least $66^2/3\%$ of the aggregate Common Interests is obtained at a meeting duly-called and held for such purpose for borrowing of any amount in excess of $50,000; and (ii) no lien to secure repayment of any amount borrowed may be created against any Unit or the Common Interest appurtenant thereto without the prior written consent of the Unit Owner of such Unit;

11. accumulate reserves for capital replacements, improvements or for such other purposes as the Board may in its discretion deem appropriate; and

12. consider and, if appropriate in its judgment, take such actions, make such determinations and give such consents or approvals on behalf of the Unit Owners, as and to the extent permitted, authorized or required pursuant to the Declaration.

13. In connection with its right to assess Common Charges against Unit Owners, it should be noted that, the Board has the right to allocate Common Expenses among the Units other than in accordance with their respective Common Interests, based upon projected benefit to, usage by and/or applicability to a particular Unit Owner or to a category of Units. If the Board has reasonable basis to believe that a particular Common Expense should be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, in the exercise of its business judgment (subject, in any event, to restrictions set forth in the By-Laws against doing so in a manner which adversely affects the Sponsor or its designee. See also, Section P, "Rights and Obligations of Sponsor"). Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units shall be resolved by arbitration in accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, 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 provisions of the By-Laws 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."

Liability of Members of the Board, Officers and Unit Owners; Indemnification

Except as otherwise expressly provided in this Section or Section P, "Rights and Obligations of Sponsor", neither the Board nor its members or officers shall have any liability to the Unit Owners in the management, supervision or operation of the Condominium, except that individual members of the Board and officers will be liable for their own willful misconduct, gross negligence or acts or omissions done in bad faith. The Unit Owners shall jointly and severally indemnify each and all of the members of the Board against any liabilities, claims or expenses arising from the acts or omissions of a member of the Board which is within the scope and in the course of performance of his or her duties as a member of the Board, except in instances of willful

misconduct, gross negligence or bad faith of such Board member. Such liability of the Unit Owners to the members of the Board is limited as to each Unit Owner to such proportion of the total liability as is equal to his or her Common Interest.

The By-Laws authorize the Board to obtain and maintain officers' and directors' liability insurance, or its equivalent, against losses due to the wrongful acts or omissions of members of the Board in performance of their duties. The cost of such insurance is a Common Expense and has been included in the proposed budget for the first year of operation (see Schedule "B").

The Unit Owners shall be jointly liable (but not severally liable) for any contract, agreement or commitment made by the Board within the scope of its authority. The liability, if any, of each Unit Owner shall be limited to such proportion of the total liability as is equal to his or her Common Interest.

Each Unit Owner shall indemnify the Board and the other Unit Owners for all claims, actions and expenses incurred because of any act or omission of such Unit Owner, its agents, contractors or employees. The Board will indemnify the Unit Owners against all claims, actions and expenses arising out of any occurrence in the Limited Common Elements that is caused by any act or omission by the Board, its agents, contractors and employees.

Reports and Notices by Board to Unit Owners

The Board may, but shall not be required to, cause to be furnished to each Unit Owner not less than annually, within four months after the close of the fiscal year of the Condominium, a balance sheet and profit and loss statement prepared by a certified public accountant as well as a statement describing any taxable income attributable to the Unit Owner. The Board shall provide Unit Owners (one per Unit) with notice of each meeting of the Unit Owners. Notices of each annual meeting or any special meeting of the Unit Owners, stating the time and place where the same is to be held, shall be delivered either personally or by mail to each Unit Owner as of the date immediately prior to such notice, at least 10 days but not more than 50 days prior to the scheduled meeting date.

Amendment of By-Laws

The By-Laws, or any provision thereof, may be amended upon the affirmative vote of Unit Owners representing at least 66 2/3% of the aggregate Common Interests; provided however, that no amendment which adversely affects or impairs (i) the rights of the Sponsor, or a Sponsor-designee, (ii) the permitted use of any Unit or (iii) the validity or priority of the interest of any Unit Owner or any Permitted Mortgagees, may be adopted without the express written consent of the Sponsor or affected Unit Owner, or Permitted Mortgagees, respectively. The By-Laws and the Rules and Regulations may not be amended or modified so as to amend the manner in which such documents may be amended or to affect the rights of obligations of the Sponsor (or Sponsor-designee), unless Sponsor consents thereto. In addition, the provisions of the By-Laws relating to each Unit's Common Interest may not be amended without the prior written consent of every Unit Owner affected by such amendment.

Miscellaneous

Any Unit Owner, or his or her representative, may inspect the books and records of the Board at the office of the Managing Agent (or such other place within New York County as the Managing Agent may designate), during normal business hours, by appointment only.

Termination of the Condominium

The Condominium may be terminated and the Premises withdrawn from the provisions of the Condominium Act, upon the affirmative vote of Unit Owners representing at least 80% of the Common Interests (with the consent of all Permitted Mortgagees as to mortgages, if any, affecting such Units). The Sponsor shall not vote for such termination and withdrawal unless Unit Owners representing at least 80% of the Common Interests, exclusive of the Sponsor, vote to do so. In the event that the Premises is withdrawn from the provisions of the Condominium Act, the Premises shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event, the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on its Unit, in order of priority of such liens.

A copy of the Declaration and By-Laws is included in Part II of this Plan as Document E. Prospective Purchasers of Units should review the complete provisions of the Declaration and By-Laws in order to determine the rights, obligations, privileges and benefits of the Unit Owners and the Board.

S. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD

Easement Rights

Each Unit Owner shall have certain easement rights with respect to the Limited Common Elements and Units of other Unit Owners. As more fully described in the Declaration (See Part II, Document "E"), each Unit Owner will have an easement over or upon the Unit of another Unit Owner or the Limited Common Elements (i) as to any encroachment resulting from construction, re-construction, renovation, settling, shifting or repair of the Building; (ii) in order to make necessary repairs to the Unit or facilities therein; and (iii) for installation and maintenance of telephone and utility lines. Unit Owners each also have an easement for the exclusive use, maintenance and repair of their respective Limited Common Elements, if any.

Each Unit Owner will be subject to an easement in favor of the Board (and its designees) to maintain and repair (a) the Common Elements and (b) Limited Common Elements within such Unit which serves other Units. The Board and Unit Owners each have an easement in common with all other Unit Owners for ingress and egress necessitated by an emergency. Easements between Unit Owners also include a right of access for the Managing Agent, the right to use adjacent sidewalk areas, the right to install and maintain utility lines and the right to maintain refuse containers.

Unit Owners shall not be entitled to any (a) reduction, offset or abatement in Common Charges or Special Assessments or (b) any other consideration as a result of the exercise of easement rights by other Unit Owners or the Board.

Use of Units

Each Unit Owner is permitted and required to use and occupy their Unit and Limited Common Elements in accordance with applicable laws, the Declaration and the By-Laws and the Rules and Regulations, as the same may from time to time be modified or amended.

The Units may be used for residential dwelling purposes in accordance with the certificate of occupancy for the Building, applicable zoning and other Legal Requirements.

In addition to the foregoing requirements, Unit Owners are entitled and required to use their Units for residential purposes or any "home occupation" use permitted by Legal Requirements, the Condominium Declaration and By-Laws and compatible with the high standards of the Premises.

Notwithstanding the foregoing, no Unit (or any portion thereof), may be used or occupied for any use which emits or results in strong, unusual or offensive odors or fumes dust or vapors; emits excessive or objectionable noise or sound; which is a public or private nuisance; an automobile body and fender shop; an automobile repairs shop (mechanical or otherwise) or any business servicing motor vehicles, including, without limitation, any quick lube oil change services, tire centers, or any business storing or selling gasoline or diesel fuel at retail or wholesale; a so-called "head shop"; a bowling alley; a bingo parlor or any establishment conducting games of chance; a sales office (except as to Sponsor or Sponsor's designees), showroom or storage facility for boats, automobiles or other vehicles; a pawn shop; a funeral parlor; a discotheque or

dancehall; a recycling facility or stockyard; a skating rink; a car wash; a health or medical clinic which is principally engaged in the performance of abortions or the treatment of drug or alcohol or other substance abuse or AIDS; an off-track betting establishment; a house of worship; a junkyard; a so-called "flea-market"; governmental offices requiring the public to appear (such as welfare, motor vehicle, unemployment offices or courts); or motel purposes.

The Rules and Regulations currently allow household pets to be kept by Unit Owners in accordance with the following provisions:

> Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Building by the other Unit Owners. In no event shall animals be permitted in any of the public portions of the Building unless carried or on a leash. Each Unit Owner who keeps an animal in the Building shall indemnify the Board and hold it harmless against any loss of liability of any kind or character whatsoever arising from or as a result of having an animal in the Building. Notwithstanding the foregoing, the Board shall have the right to limit the number of animals kept by a Unit Owner or to prohibit any animal which the Board determines to be interfering with the use and enjoyment of the Building by the other Unit Owners.

However, prospective Purchasers should note that the Rules and Regulations may be amended to prohibit pets and if so amended, all Unit Owners will be required to comply with such prohibition. In addition, the Board reserves the right to require any Unit Owner to remove any pet which creates a nuisance for other residents of the Premises. The Rules and Regulations may be amended from time to time by the Board, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective.

Notwithstanding the foregoing, Sponsor shall have the right to grant, at any time, on behalf of the Board, to any Purchaser of a Residential Unit, an irrevocable consent, in order to allow a Purchaser to keep one (1) or more pet(s) of any kind in such Purchaser's Residential Unit, should keeping such pet be otherwise prohibited pursuant to the Rules and Regulations.

Further, the Sponsor or Sponsor-designee may, without obtaining the consent of the Board or the other Unit Owners, allow any one or more Unsold Units to be used for (a) a model unit and sales and/or promotion office in connection with the sale and/or rental of the Unsold Units or (b) for any other purpose, subject only to compliance with the applicable laws and the then-current certificate of occupancy for the Premises. Sponsor or Sponsor-designee shall have the right to change the use of Unsold Units as long as the zoning for the Premises and the then-current certificate of occupancy for the Premises permits the proposed use or if the Sponsor amends the certificate of occupancy to so permit.

Form of Ownership Entity

Units may be owned individually, or in the name of a corporation, partnership or any other legal entity selected by the Purchaser and which is allowed by law to hold title to real property in the State of New York. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or other entity may be occupied only by said individual, or by a designated officer,

director, stockholder, or employee of such corporation, or by a designated partner or employee of such partnership, or by said fiduciary (including designated officers, directors, stockholders, or employees of corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or designated employee of such other entity, respectively, or by Family Members or guests of any of the foregoing. Within 30 days after a Unit is acquired by one other than an individual, such non-individual owner shall notify the Managing Agent of the name of the officer, director, stockholder, partner or employee designated by such owner to occupy its Unit. The person so designated may be changed from time to time by the non-individual owner by similar written notice to the Managing Agent. However, all designees must be *bona fide* officers, directors, stockholders, partners or employees of the non-individual owner.

Window Guards

Unit Owners must notify the Managing Agent in writing when at least one child under the age of 11 years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at the Unit Owner's expense, the required window guards in all windows of the Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Managing Agent.

Transfer or Mortgage of Units

Prior to the closing of title to a Unit pursuant to a Purchase Agreement, and for at least twelve (12) months from the date of closing of such Unit, a Purchaser shall not list the Unit for lease or sale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for lease or sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives: (i) prior to the closing of title of such Unit shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in the Purchase Agreement and any lease or conveyance in violation of the foregoing shall be voidable by Sponsor; or (ii) within the twelve (12) months from the date of closing of title to such Unit, shall be a violation of the Purchase Agreement and shall entitle Sponsor to all remedies available at law or in equity.

As more fully noted below, each Unit is subject to a lien for non-payment of charges due to the Condominium by a Unit Owner; such lien is not affected by a sale of the Unit. A Unit Owner may deliver a mortgage or other security interest in his Unit to a bank or other institutional lender as collateral security for a loan, whether for the purpose of purchasing or improving such Unit or for any other lawful purpose, subject only to giving notice of such transaction to the Board and so long as such Unit Owner is not then in default in payment of Common Charges or other sums due to the Condominium or Board. A Unit Owner may also receive and hold a purchase money mortgage on a *bona fide* resale of such Unit Owner's Unit, provided that the Board is first notified of such transaction.

The Board, on behalf of all Unit Owners, shall have a right of first refusal with respect to any proposed sale or lease or other transfer of a Unit, except as to Unsold Units owned by the Sponsor or Sponsor-designee, as to which there is no such right of first refusal or other restriction. Such right of first refusal requires that the Board be given the opportunity in writing to meet any offer to purchase, otherwise acquire or lease from a Unit Owner on the same terms and conditions

as are proposed by a third party. Unless the Board expressly elects to exercise such right within 30 days after it has received a complete notice of the Unit Owner's intention to do so, the Unit Owner may consummate its transfer to the third party. Unless the Unit Owner closes such sale, transfer, lease or mortgage in accordance with the terms stated in the contract or lease appended to such notice within 90 days after notice from the Board of its election not to exercise its right of first refusal, such Unit Owner will again be required to offer the Board another right of first refusal as provided above. The Board may require the payment of a fee or other charge, in consideration for a waiver of its right of first refusal.

In the event that the Board exercises its right of first refusal, it shall be obligated to close on such acquisition within 90 days after such exercise; provided however, that the Board may not exercise its option to purchase or lease any Unit, pursuant to the foregoing right of first refusal, unless those Unit Owners owning Units representing a majority of the aggregate Common Interests affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum of Unit Owners is present. If approval is given, the Board may assess each Unit Owner (other than the selling or leasing Unit Owner), in proportion to his or her Common Interest, an amount necessary to effectuate the purchase or lease. In the event that the Board elects to exercise its right of first refusal, it shall be required to close on such acquisition of title to the Unit within 90 days after it shall have given notice to the Unit Owner of such exercise.

In exercising its right of first refusal, the Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

Notwithstanding the foregoing, any Unit Owner may sell or lease his Unit to Family Members, or may devise it by will, or have it pass by intestacy, without complying with the restrictions described above; provided however, that each succeeding Unit Owner shall be bound by, and such Unit shall be subject to, such restrictions. In addition, any Unit Owner that is not a natural person may sell, transfer, lease, or convey its Unit to a related or controlled entity without complying with such restrictions, provided however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, such restrictions, as more particularly set forth in the By-Laws.

Each Unit Owner may mortgage his or her Unit, provided that, with respect to Units other than Unsold Units, said Unit Owner first complies with the conditions set forth in the By-Laws, including the requirements that: (a) the Board is notified in writing of the making of such mortgage and is given a copy thereof; and (b) the Unit Owner making such mortgage is not in arrears for Common Charges and first satisfies all other unpaid liens against his Unit, other than mortgages placed on his Unit in compliance with the applicable provisions of the By-Laws for Permitted Mortgages. Sponsor or Sponsor-designee, as the Owner of Unsold Units, shall have the right to mortgage such Units without any restriction or limitation. If required by the Sponsor, the Board shall agree in writing to provide a mortgagee or prospective mortgagee of an Unsold Unit with an estoppel certificate and such additional notices as such mortgagee may require.

In addition, the Board may require the payment of a fee or other charge from Unit Owners (including the Board, if it owns any Units, but excluding the Sponsor or Sponsor-designee) who sells or otherwise transfer their Units in an amount to be determined by the Board to reimburse it

for the fee charged by the then-Managing Agent or counsel to the Board for its services performed in connection with processing the application for the sale or lease of their Unit.

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

The lease for any Unit (other than an Unsold Unit or a Unit leased to a member of such Unit Owner's Family Members) shall be in the form of apartment lease then approved by the Real Estate Board of New York, Inc., except for such changes thereto as are provided in the By-Laws or permitted by the Board and shall include provisions by which (a) such lease is subject and subordinate to the Declaration and any amendments thereto and (b) the lessee expressly agrees to abide by the Condominium Rules and Regulations.

The foregoing restrictions and limitations on the right to sell or lease a Unit may be modified or supplemented in the future, provided that the provisions in the By-Laws for amending same are followed. However, no restriction or limitation may be placed upon the sale, transfer, lease or mortgaging of Unsold Units or Units acquired by a Permitted Mortgagee in foreclosure or by deed in lieu of foreclosure of a Permitted Mortgage.

Upon the sale by an Owner of any Unit, the purchaser of such Unit shall be required to pay unpaid Common Charges assessed against such Unit prior to his or her acquisition, except that a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a first mortgage foreclosure sale shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or a purchaser at said sale. In the event that the Board forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale shall not be sufficient to pay such unpaid Common Charges, or if such Unit is acquired by a Permitted Mortgagee or purchaser at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner shall remain personally liable for the balance of such unpaid Common Charges. The Board shall have the right to assess such unpaid balance amongst Unit Owners of record at the time that the same is levied.

Maintenance and Repair of and Alterations to Units

Unit Owners shall have exclusive responsibility for the repair and maintenance of their own Units including the appliances, furnishings, fixtures and equipment and windows therein. Each Unit Owner shall keep his or her Unit in a safe, clean and first-class condition, order and repair, shall make or perform all such work necessary in connection therewith and comply with all laws, ordinances and regulations of any governmental authority. In the event that an Owner fails, neglects or refuses to make any maintenance or repair necessary to protect any portion of its Unit or fails to comply with the laws, ordinances and regulations of any governmental authority, the

Board shall have the right to perform such maintenance or repair upon at least 15 days' written notice to the Unit Owner (except for emergency situations, in which event no notice shall be required).

No Unit Owner shall make any structural addition, alteration or improvement in or to its Unit (or any structural or non-structural addition, alteration or improvement in or to any Common Element or Limited Common Element or which affects any Unit other than the Unit Owner's Unit) without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld nor delayed. If such consent is not given within 60 days following receipt of all necessary supporting documentation by the Board or its designees, provided that the Unit Owner shall have given the Board at least 14 days written notice of such failure and such failure is not cured within such 14-day period, the Board shall have been deemed to consent to the proposed addition, alteration or improvement. With respect to any and all structural and non-structural additions, alterations and improvements, a Unit Owner shall: (a) make and perform any such additions, alterations or improvements in compliance with all applicable rules, regulations and laws; (b) obtain all necessary permits and approvals therefor; (c) pay for the cost of such improvements, including, without limitation, such architectural, engineering and/or other costs as the Condominium may incur in connection with a review of proposed alterations; (d) hold the Board harmless from any claims, losses or expenses incurred by reason of such repairs, alterations or improvements; (e) obtain such insurance coverage of types and amounts prescribed by the Board; and (f) deliver to the Board promptly upon completion of such work, final "as built" plans. A Unit Owner shall be required to execute such documents as the Board may require in order to incorporate the foregoing or other restrictions, including, without limitation, an alteration agreement in such form and substance as the Board may determine from time to time, which agreement may, among other provisions, require that the Unit Owner deposit a specified amount of money in order to secure the due performance by the Unit Owner of the proposed changes.

Unit Owners shall have the right to make non-structural alterations, additions or improvements to their Units upon prior written notice to the Board. All such work to be performed by or for a Unit Owner must be done in conformity with all applicable laws, rules and regulations and the Unit Owner shall obtain all required permits and approvals therefor and perform all work at its own cost and expense.

The foregoing restrictions are not applicable to the Sponsor or its designee, each of whom may make alterations, additions, improvements and repairs (structural and non-structural) to their Units without notice to or approval of the Board, provided only all applicable laws are complied with and the structural integrity of the Building is not adversely affected thereby.

At the request of Sponsor or its designee, the Board will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any such addition, alteration, improvement, or repair proposed to be made to their Unit. The Board must execute any application or such other documents within five business days of such request. Should the Board fail to do so within that period, the Sponsor shall have the authority to sign such documents on behalf of the Board. The Board shall execute a power of attorney coupled with an interest in favor of the Sponsor to enable the Sponsor to sign such documents.

Maintenance, Repairs and Replacement of and Alterations to Limited Common Elements

Ordinary repairs, maintenance and replacements of and to Limited Common Elements are the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Capital replacements or other major repairs to Limited Common Elements shall be performed by and at the expense of the Condominium, unless the need for such replacements or repairs are the result of the wrongful acts or omissions of a Unit Owner, in which event such Unit Owner shall reimburse the Condominium for the cost of such remedial work.

No structural or non-structural alterations shall be made by a Unit Owner to a Limited Common Element except with the prior written consent of the Condominium, in the same manner as for structural alterations to a Unit.

Maintenance, Repair, Replacement and Improvements of and to Common Elements

All painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, to the General Common Elements shall be made by or at the direction of the Board and the cost thereof shall be a Common Expense, subject to the right and authority of the Board to specially allocate financial responsibility therefore between or among Unit Owners. Each Unit Owner shall promptly notify the Board, in writing, of any defect or need for repairs for which the Board is responsible. Work on the Common Elements shall be performed by a contractor designated or approved by the Board. Notwithstanding the foregoing, any work necessitated by the negligence, misuse or abuse of any Unit Owner, its tenants, licensees or invitees, shall be paid for by such Unit Owner.

Repair or Restoration Following Casualty Loss; Condemnation

In the event of damage to or destruction of the Premises or any portion thereof, the Board shall arrange for the prompt repair and restoration of the damage (excluding damage to the fixtures, furnishings and equipment, or other personal effects of the Owner). The cost of such repair and restoration to Common Elements shall constitute a Common Expense to the extent that the available insurance proceeds do not cover the cost of such repair or restoration. If the damage or destruction affects only one Unit, then such Unit shall have the right to make all arrangements for the repair.

In the event of a taking in condemnation or by eminent domain, any award shall be payable to the Board and disbursed to Unit Owners as set forth below. In the event of a partial taking the Board shall utilize any award to restore the Building.

If 75% or more in value of the improvements on the Premises are taken in condemnation or destroyed or substantially damaged as a result of a casualty, and Owners representing at least 75% of the Common Interests do not elect to proceed with repair or restoration, the Premises will not be repaired or restored and shall be subject to an action for partition at the suit of any Owner or lienor, as if owned in common, in which event the net proceeds of the partition sale, together with the available net insurance proceeds, if any, shall be divided by the Board after the payment of unpaid liens against an Owner's Unit out of the allocable share of proceeds otherwise due to such Owner.

Common Charges and Individual Expense Charges

Each Unit Owner shall be obligated to pay Common Charges and expenses, including any Special Assessments that may be levied by the Board. Such Common Charges shall reflect a proportionate share of the cash requirements of the Condominium necessary in order to operate, preserve and maintain the Premises in a high-quality manner, as well as establish replacement reserves or other contingency funds as in the discretion of the Board are deemed appropriate. The amount of Common Charges for each Unit is based generally upon the total projected Common Expenses multiplied by each Unit's Common Interest, but subject to adjustment and special allocation as between or among the Units based upon intended or anticipated benefit of certain Common Expenses, as more fully described in the Budget footnotes in Schedule "B" of this Plan. The Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. Such Common Expenses will include, among other things, such types of operating expenses as are specified in Schedule "B" of this Plan. Pursuant to the terms of the By-Laws, the Board has the right to revise the projection of the Common Expenses at any time and from time to time during any fiscal year. Any such revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners during such fiscal year.

Where Common Expenses have been allocated among the Units other than in accordance with their respective Common Interests, such special allocations are based upon projected benefit to, usage by and/or applicability to a particular Unit Owner or to a category of Units (such as is the case for Limited Common Expenses), in the opinion of the Sponsor prior to the Initial Closing and thereafter by the Board. In the opinion of the Sponsor, the amount of Common Charges payable by the Unit Owners will be sufficient to cover the expenses fairly attributable to such Units. If the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, subject to and in accordance with the discussion contained in Section R, "Board of Managers." Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units shall be resolved by arbitration in accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, 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 provisions of the By-Laws 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."

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

Any Unit Owner may, by conveying his Unit to the Board for no consideration, and by complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. Such conditions include the

payment of all Common Charges and assessments then due and payable with respect to his Unit and such Unit being free and clear of all liens and encumbrances. However, in no event shall Sponsor or Sponsor-designee be permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing.

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

In addition, the Board shall have the authority to levy and collect such other charges from particular Unit Owners, collectively referred to as "Individual Expense Charges". Individual Expense Charges include, without limitation, such charges by the Board which (a) result from costs incurred by the Condominium as a direct result of the wrongful acts or omissions of a particular Unit Owner, his or her guests or contractors, such as arising out of damages caused by a Unit Owner to any of the Limited Common Elements, (b) charges assessed for or arising under a Parking License and (c) charges, if any, assessed against Unit Owners for use of Condominium facilities such as the fitness center or bicycle storage room.

Common Charges, special assessments and Individual Expense Charges are sometimes collectively referred to as "Charges".

Board Remedies for Unpaid Charges

Any amount due to the Board and not paid within 10 days of its due date shall bear interest at the annual rate of 15% (or such lower maximum interest rate allowed by law) from its due date. The Board will also have the right to impose a dollar-amount late fee in addition to such interest charge. The late interest charges and any other late payment fee may be changed at any time by the Board. Notwithstanding the foregoing, neither Sponsor nor Sponsor-designee shall be subject to such interest charges or any other late payment fee.

In addition to an action against a Unit Owner for collection of unpaid Charges, the Board shall have the following available remedies for non-payment of Charges:

(a) Pursuant to Section 339-z of the Real Property Law, the Board, on behalf of all Unit Owners, shall have a lien against the Units for unpaid Charges and any other sums due and payable to the Condominium pursuant to the Declaration or By-Laws, if any, including interest, which lien shall be prior to all other liens, except for liens filed for non-payment of real estate taxes. While the Sponsor is in control of the Board, the Sponsor will

cause the Board to file a lien as provided in Section 339-aa of the New York Real Property Law on Unsold Units in which Sponsor is more than 30 days in arrears of Charges. The Board may in its sole discretion elect to subordinate its lien also to monies due and owing on obligations secured by a Permitted Mortgage lien duly-recorded against the Unit. Such liens shall survive resale of the Unit. In the event that a Unit Owner fails, neglects or refuses to pay any amounts required to be paid when due, or otherwise defaults in his or her obligations to the Condominium, and such default continues for 15 days after the Board or its agent shall have given a Unit Owner written notice of its default, the Board may foreclose its lien encumbering the Unit in the same manner as the foreclosure of a mortgage. A Unit Owner shall also be liable to the Condominium for the costs and attorney's fees incurred by the Board and the Board, as the case may be, due to the enforcement of any provision of the Declaration, By-Laws and Rules and Regulations. Any lien for unpaid Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest accrued thereon, shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever is sooner.

(b) In accordance with Section 339-kk of the New York Real Property Law, if a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Charges for such Unit within 60 days of the expiration of any grace period after they are due, upon notice as described below, all rental payments from the tenant shall be directly payable to the Condominium. If Charges due for any Unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying Unit Owner providing that, commencing immediately and until such time as all payments for Charges are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium at the address listed on the notice. Where a majority of the Board 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. At such time as payments for Charges from the non-occupying Unit Owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying Unit Owner. Thereafter, all rental payments shall be made payable to the non-occupying Unit Owner or a designated agent. A non-occupying Unit Owner who disputes the Board's claim to rental payments pursuant to this provision shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within 30 days of the date that the Board receives notice that such Unit Owner seeks to dispute such claim. The foregoing provisions do not limit any rights of Unit Owners or of the Board otherwise available under law or by agreement. Payment by a rental tenant to the Condominium made in accordance with the foregoing provisions shall relieve that rental tenant from the obligation to pay such rent to the non-occupying Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying Unit Owner against such tenant for such rent.

Insurance Provided by the Board

The Board shall obtain and maintain in full force and effect at all times, the following minimum insurance coverage as to the Common Elements:

1. All-risk building coverage, insuring the entire Building including all Units, the Common Elements and all walls, partitions, floors and ceilings in the Units (excluding walls, floors, ceilings, furniture, fixtures, furnishing or other personal property provided or installed by Unit Owners, tenants of Unit Owners and other Unit occupants), including all Common Elements and protecting the interests or tenants of Unit Owners, of the Condominium, the Board, Unit Owners and Permitted Mortgagees, as their interests may respectively appear in and to the Common Elements. The cost of all such insurance coverage shall be paid by the Board and shall constitute a Common Expense. Based upon an opinion provided to the Sponsor by its insurance consultant, the initial amount of casualty insurance shall be sufficient to enable the insurer to waive any co-insurance requirement. The Board shall review the amount of fire insurance annually to determine its adequacy.

The proceeds of all insurance policies actually paid in the event of loss or damage to the Premises shall be payable to the Board to be applied by it for the purpose of repairing, restoring or rebuilding the Premises, unless otherwise determined by Unit Owners.

All policies of property damage insurance obtained by the Board shall contain waivers of (i) subrogation, (ii) any reduction of pro rata liability of the insurer as a result of any insurance carried by individual Unit Owners, and (iii) invalidity arising from any acts of the insured or one or more Unit Owners. Such policies shall further provide that they may not be cancelled or substantially modified without at least 30 days' prior written notice to all of the insured parties.

2. Such other insurance as the Board may deem advisable if approved by Unit Owners including public liability insurance, fidelity insurance and worker's compensation insurance.

3. General liability insurance covering each member of the Board and each Unit Owner, in such policy amounts as the Board may deem proper.

4. Officers' and directors' liability insurance in amounts determined appropriate by the Board.

Any insurance maintained by the Board may provide for such commercially reasonable deductible amounts as the Board may from time to time determine. The initial coverage limits and deductible amounts are set forth in Schedule B of this Plan, "Budget for First Year of Condominium Operation".

Each of such policies shall contain a New York Standard Mortgagee clause in favor of each Permitted Mortgagee (as such term is defined in the By-Laws), which shall provide that the loss proceeds thereunder, if any, shall be payable to such Permitted Mortgagee as its interest may appear, subject, however to the loss payment provisions in favor of the Board and the insurance trustee (as defined in the By-Laws) if one is appointed. Such insurance policies will not cover the risk of liability of a Unit Owner arising from occurrences within his or her own Unit.

The Board shall not obtain any insurance with respect to any personal property, furniture or furnishings in any Unit or any improvements made by a Unit Owner to a Unit. A Unit Owner may obtain at its own cost and expense public liability and/or property damage insurance with such coverage and limits as such Unit Owner may determine best suits his or her requirements and, in any event, is required to obtain and maintain the types and limits of insurance coverage described in the following sub-Section. Individual insurance policies, however, must contain waivers of subrogation and may not otherwise impair, affect or diminish the insurance coverage obtained and held by the Board for the benefit of the Condominium.

Insurance policies to be maintained by or on behalf of the Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, the Board will not be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the By-Laws.

For so long as Sponsor owns any Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget (Section G).

As noted above, the Board will not obtain or maintain any insurance with respect to any personal property, furniture or furnishings in any Unit or any improvements made by a Unit Owner to a Unit. Consequently, all Unit Owners are required by the Condominium, at the Unit Owner's own cost and expense, to obtain from and after Closing, insurance coverage recommended by the Unit Owner's insurance adviser.

Any insurance policies maintained by Unit Owners shall be primary with respect to the risks insured thereunder and shall contain waivers of subrogation, if available, and further provide that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Purchasers who take possession of a Unit prior to Closing (permissible only with consent of the Sponsor, which consent may be given or withheld in the sole discretion of Sponsor) are required to obtain appropriate insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss.

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

Access to Units

Unit Owners are obligated to grant access to the Board, its agents and designees for the purpose of inspection (when there appears reasonable cause therefor), removal of violations,

repair, maintenance or replacement of Limited Common Elements, to cure a default by a Unit Owner or for other lawful purposes as permitted under the By-Laws. The Board will not seek such access to a Unit without reasonable prior notice to the Unit Owner, except under emergency circumstances.

Smoking Policy

Smoking of any substance is not permitted in any area of the Building, including inside of any Unit or any Limited Common Element appurtenant to a Unit, such as any rear yard or terrace. The Board has substantial enforcement rights in the event of a violation of this restriction, as more fully described in Section 39 of the Rules and Regulations of the Condominium, attached to the By-Laws, which are included in Document E in Part II of this Plan.

Sanctions for Non-Compliance

Non-compliance by a Unit Owner with any of the terms or provisions of the Declaration, the By-Laws, the Rules and Regulations or any other requirements of the Board (other than payment of monies due and owing as described above), which non-compliance continues for a period of 15 days after written notice, shall subject such a Unit Owner to the following possible sanctions and remedies, all of which are available to the Board on a cumulative and non-exclusive basis:

1. An action may be instituted against a defaulting Unit Owner for damages or such other legal or equitable relief, including without limitation, injunctive relief (for which no bond shall be required to be posted) as may be appropriate under the circumstances;

2. Lien foreclosure against a Unit, which may result in the loss by a Unit Owner of his or her equity in the Unit;

3. Assessment against a Unit of the amount of any claim against a Unit Owner, which assessment may be enforced as otherwise herein noted; and

4. In any case of flagrant or repeated violation by a Unit Owner, he or she may be required to give sufficient surety or sureties for his or her future compliance.

In any action, proceeding or procedure undertaken by or on behalf of the Board to enforce their rights or remedies against a Unit Owner or Unit Owners, the Board shall be entitled to collect from such Unit Owner or Unit Owners its reasonable attorneys' fees incurred by reason of such action, proceeding or procedure. It should be further noted that, typically, mortgage financing in connection with a Unit provides that a default under the Declaration, the By-Laws or Rules and Regulations would also constitute a default under such mortgage financing.

In accordance with Section 339-k of the New York Real Property Law, if a Unit Owner rents any Unit to a rental tenant and then fails to make payments for Charges due with respect to such Unit within 60 days of the expiration of any grace period after they are due, upon notice as described below, all rental payments from the tenant shall be directly payable to the Condominium. If Charges due for any Unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the

non-occupying Unit Owner providing that, commencing immediately and until such time as all payments for Charges are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium at the address listed on the notice. Where a majority of the Board 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. At such time as payments for Charges from the non-occupying Unit Owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying Unit Owner. Thereafter, all rental payments shall be made payable to the non-occupying Unit Owner or a designated agent. A non-occupying Unit Owner who disputes the Board's claim to rental payments pursuant to this provision shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within 30 days of the date that the Board receives notice that such Unit Owner seeks to dispute such claim. The foregoing provisions do not limit any rights of Unit Owners or of the Board otherwise available under law or by agreement. Payment by a rental tenant to the Condominium made in accordance with the foregoing provisions shall relieve that rental tenant from the obligation to pay such rent to the non-occupying Unit Owner (to the extent of the amount of such rent actually paid by tenant) and shall be an absolute defense (or offset) in any non-payment proceeding commenced by such non-occupying Unit Owner against such tenant for such rent.

Special Rights of Sponsor and Sponsor-Designees

The Sponsor (or its designee), as an owner of Unsold Units, shall not be required to comply with certain of the obligations and restrictions imposed upon other Unit Owners and is entitled to certain special rights and remedies against the Board, all as more fully set forth in the section entitled "Rights and Obligations of the Sponsor" (Section P).

T. REAL ESTATE TAXES

Upon apportionment of separate tax lots for each subdivided Unit by the City of New York, each Unit (including its allocable Common Interest) will be taxed separately for real estate tax purposes, and no Unit Owner will be liable for the real estate taxes payable with respect to any other Unit and no Unit will be subject to any lien arising from the non-payment of real estate taxes on other Units. It should be noted that it is not anticipated that the Units will be separately assessed for real estate tax billing purposes for at least six months following recording of the Declaration and the Initial Closing. The procedure by which Unit Owners will make payments towards real estate taxes at their Closing is described in Section O, "Closing Costs and Adjustments." Following their Closings, until such separate apportionment and assessment, Unit Owners may be required to make payments towards real estate taxes to the Board which shall reimburse the Sponsor for any amount of such taxes paid by it on behalf of Unit Owners, in proportion to such Unit Owners' Common Interests.

The projected amounts of real estate taxes shown in Schedule "A" of this Plan reflect the estimated amount of real estate taxes payable by each Unit Owner on a monthly and annual basis during the First Year of Condominium Operation. However, prospective Purchasers should be aware that New York City real estate taxes are payable twice a year, in January and July, or, in certain instances, quarterly, in January, April, July and October of each year. The projected amounts are based upon estimates for the entire Premises prepared by the Property Tax Consultant as set forth in its letter, dated June 11, 2024, and summarized as follows, which summary is in all respects subject to the more complete discussion set forth in such letter from the Property Tax Consultant:

Period	Assessed Value	Tax Rate	Tax Payable
11/1/2024-6/30/2025	$11,175,030	12.502%	$931,399

Period	Assessed Value	Tax Rate	Tax Payable
7/1/2025-10/31/2025	$11,275,000	12.502%	$469,867

Each Unit's projected real estate tax in Schedule A has been calculated by multiplying the projected taxes for the entire Premises by each Unit's Common Interest, although, as noted in such letter, that method of calculation or apportionment may or may not be adopted by the New York City taxing authorities and therefore the apportionment of real estate taxes among the tax lots may result in amounts that are substantially different from those on Schedule A.

As construction is substantially complete at the Building, the projected assessed valuation for the Premises for the First Year of Condominium Operation reflects their value as a completed Building. As noted in the Property Tax Consultant's letter, in the next tax year, beginning as of July 1, 2026, part of the increases in assessed value will result in the taxable assessment being increased.

The assessed valuation for the Premises for the First Year of Condominium Operation also does not reflect the value of any improvements to Units which the Unit Owner may make.

As of the initial date of submission of this Plan, the following tax certiorari proceedings Premises are pending:

2018	254240/2017
2019	263421/2018
2022	266441/2021
2023	266330/2022
2024	252955/2023

The real estate tax projections contained in this Plan are not guaranteed. The real estate taxes for future years will vary in accordance with the tax rate and each Unit's assessed valuation. There is no representation, guarantee or assurance that the New York City taxing authority will allocate taxes among Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests or paying the same Offering Prices may be required to pay different amounts of real estate taxes. In addition, no representation, warranty or assurance is given as to the amount of the assessed valuation of the Premises or of any Unit, the applicable tax rate in effect for any future tax year or the amount of real estate taxes which will be due with respect to a Unit.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding. The Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Board and/or the Board against all claims, costs and expenses (including attorneys' fees and disbursements); (b) the Board has not already commenced such a proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

Pursuant to Section 3.18 of the By-Laws, the Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Board to act on his or her behalf must indemnify the Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings. Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

U. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Kramer Levin Naftalis & Frankel LLP ("Sponsor's Counsel"), a copy of which opinion is included herein in the Section of the Plan entitled "Opinions of Counsel." Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion addresses certain U.S. federal, New York State and New York City income tax consequences that would result from the ownership of a Residential Unit by an individual who is a resident of New York City for income tax purposes, as further described herein. It does not address, among other things, the tax consequences that might result from the ownership or occupancy of a Residential Unit by a taxpayer who is not an individual or a resident of New York City for income tax purposes, including corporations or other entities, and foreign individuals or foreign entities. It also does not address the tax consequences that might result from the ownership or occupancy of a Residential Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income or the estate tax consequences of ownership of a Residential Unit, or in respect of ownership by any person or entity of a Parking License.

KRAMER LEVIN NAFTALIS & FRANKEL LLP IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A RESIDENTIAL UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Residential Unit Owner will own legal (fee simple) title to his or her Residential Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Residential Unit Owner may mortgage his or her Residential Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Residential Unit will be a separate tax lot for purposes of New York City real property taxes and assessments. As a result, each Residential Unit Owner will be individually liable for the real property taxes and assessments levied against his or her Residential Unit.

It is the opinion of Sponsor's Counsel that each individual owner of a Residential Unit who is a resident of New York City for income tax purposes and who itemizes his or her deductions generally will, under the income tax laws and regulations in effect as of the date of this Plan, and subject to certain limitations and qualifications, be entitled to deduct from his or her U.S. federal, New York State and New York City income:

(i) the state and local real property taxes assessed against his or her Residential Unit and paid by such Unit Owner; subject to the limitation that for taxable years beginning after 2017 and before 2026, the deduction for such taxes when combined with other state and local taxes as

specified in Section 164 of the Code, is limited to $10,000 per year ($5,000 for a married taxpayer filing a separate return) in the aggregate; and

(ii) "qualified residence interest" paid by such Unit Owner with respect to such Residential Unit.

Qualified residence interest includes interest paid by the Unit Owner on debt incurred in acquiring, constructing or substantially improving any "qualified residence," as defined below, and secured by such residence.

A "qualified residence" generally means: (i) the "principal residence" of the Residential Unit Owner and (ii) one other residence selected by the Unit Owner, provided that, if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of (i) fourteen (14) days or (ii) ten percent (10%) of the number of days during such year for which such unit is rented at a fair value. For taxable years beginning after 2017 and before 2026, an owner of a Residential Unit who itemizes deductions and who uses such Residential Unit as a qualified residence will, in general, be entitled under current U.S. federal income tax law, to deduct from his or her gross income, interest paid by him or her on acquisition indebtedness incurred with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any) does not exceed $750,000 ($375,000 in the case of a married individual filing a separate return). For taxable years beginning after 2025, a taxpayer may treat up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of indebtedness as acquisition indebtedness regardless of when the indebtedness was incurred.

Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances). The rules and limitations regarding the deductibility of home mortgage interest are complex, and thus, Purchasers are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of mortgage interest with respect to their Residential Units for alternative minimum tax purposes (which, at present, is subject to rules different from those described above for regular tax purposes). Owners of a Residential Unit should also consult their tax advisors regarding the effect of the alternative minimum tax on the deductions of real estate taxes.

Each owner of a Residential Unit who uses such Residential Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest and real property taxes paid or accrued with respect to such Residential Unit for New York State and New York City income tax purposes as is allowed for U.S. federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as mortgage interest and real property tax deductions, are subject to reduction by as much as one hundred percent (100%) in the case of individuals having income exceeding certain prescribed levels.

2. **Taxation of the Condominium**

Under the Plan, the Board will, from time to time, assess Common Charges against owners of Residential Units, generally in proportion to their respective percentage interest in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining all such Common Elements.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of section 528(c) of the Internal Revenue Code and, therefore, could elect to be exempt from U.S. federal income tax on amounts received as membership dues, fees, or assessments from owners of condominium housing units (its "exempt function income"). In order for a condominium board to qualify to make such an election, Internal Revenue Code section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all the units within the condominium be used by individuals for residential purposes and that the condominium board meet certain gross income and expenditure tests.

It is currently anticipated that at least eighty-five percent (85%) of the total square footage of all the Units in the Condominium will be used by individuals for residential purposes. If such residential use requirement is in fact satisfied, and provided the other requirements of Internal Revenue Code section 528 are satisfied, Sponsor's Counsel is of the opinion that the Board will be eligible to make this election. For any taxable year for which the Board is eligible to and does elect to be treated as a "homeowners association" under Internal Revenue Code section 528, the Board will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less allowable deductions (computed with certain modifications) directly connected with the production of such income and (ii) any applicable New York State and New York City income taxes.

Absent the application of Internal Revenue Code section 528, the status of a condominium board for U.S. federal, New York State, and New York City income tax purposes is uncertain as to the proper reporting and tax treatment of the income of the Board derived from owners of Residential Units ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that the Board could be viewed as an agent or conduit for Unit Owners, in which case each Unit Owner would be required to report his or her proportionate share of non-membership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that the Board should be treated as a separate entity. In that case, it is unclear whether the Board would be taxable as a corporation or treated as a partnership. If the Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to U.S. federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Board is treated as a partnership, the Unit Owners (but not the Board) would be subject to U.S. federal, New York State, and New York City income tax on their proportionate share of taxable income of the Board. In addition, in that instance, the Board may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Board, the Board's deductions attributable to furnishing services to Unit Owners may be limited to their membership income. Certain amounts expended for the benefit of Unit Owners,

and possibly rebates, if any, to Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

No representations or warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section of the Plan or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Sponsor's Counsel bases its opinion, will not change, possibly with retroactive effect. In addition, no warranties are given by Sponsor, Sponsor's Counsel, the Board, the Selling Agent, the Managing Agent or any other person connected with this offering, with respect to the tax consequences of the Plan or the tax consequences of ownership of any Residential Unit offered under the Plan, and no one has been authorized to give any such representations or warranties.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

V. OPINIONS OF COUNSEL

1. TAX OPINION OF KRAMER LEVIN NAFTALIS & FRANKEL LLP

Kramer Levin

1177 Avenue of the Americas
New York, NY 10036
T 212.715.9100
F 212.715.8000

October 15, 2024

Project 29 West Chelsea LLC
450 West 14th Street, 9th Floor
New York, NY 10014

Re: Condominium Offering Plan for
The 517 West 29th Street Condominium (the "Condominium")

To Whom it May Concern:

You have requested our opinion concerning (i) the deductibility, for U.S. federal, New York State, and New York City income tax purposes, of mortgage interest and state and local real property taxes paid by individual residents of New York City who purchase Residential Units pursuant to the above-referenced Offering Plan (the "Plan"), and (ii) the U.S. federal, New York State and New York City income tax treatment to the Condominium Board of the assessments payable by owners of Residential Units to meet common expenses of the Condominium ("Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other material as we deemed relevant. The opinions expressed herein are based upon the assumptions that (1) the Plan is accepted for filing by the New York State Department of Law and is consummated in accordance with its terms, (2) condominium ownership of the Residential Units located in the Condominium is established under applicable law, and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, capitalized terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the land and building, and appurtenances thereto, situated at 517-523 West 29th Street between 10th Avenue and 11th Avenue. The Condominium will be comprised of 60 residential units (the "Residential Units"), 9 Parking Licenses, and Common Elements. This opinion addresses certain U.S. federal, New York State, and New York City income tax consequences that would result from the ownership of a Residential Unit by an individual who is a resident of New York City for income tax purposes. It does not address, among other things, ownership of Residential Units by taxpayers who are not individual residents of New York City for income tax purposes, including corporations and other entities, and foreign individuals or foreign entities; the ownership by any individual or entity of a Parking License; the tax consequences which may result with respect to any Residential Units held in connection with a trade or business, for investment purposes or for the production of income; or the estate tax consequences of ownership of any Units.

Deductibility of Mortgage Interest

Each owner of a Residential Unit may mortgage his or her Residential Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Under these circumstances, the Internal Revenue Service has ruled that the owner of a residential condominium unit who itemizes deductions in filing his or her U.S. federal income tax returns may deduct interest paid on his or her mortgage indebtedness. Rev. Rul. 64-31, 1964-1 C.B. 300.

For U.S. federal income tax purposes, a taxpayer is entitled to a deduction for interest paid during the taxable year on "acquisition indebtedness" with respect to a "qualified residence" of the taxpayer. A "qualified residence" generally means: (i) the principal residence of the taxpayer and (ii) one other residence selected by such taxpayer, provided that, if such other residence is rented at any time during the taxable year, it will not be a qualified residence unless the taxpayer uses it for personal purposes for a number of days which exceeds the greater of (i) fourteen (14) days or (ii) ten percent (10%) of the number of days during such year for which such unit is rented at a fair value. The term "acquisition indebtedness" means any indebtedness which is secured by any qualified residence of the taxpayer and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt). For taxable years beginning after 2017 and before 2026, the aggregate amount treated as acquisition indebtedness for any period cannot exceed $750,000 ($375,000 in the case of a married individual filing a separate return). For taxable years beginning after 2025, a taxpayer may deduct interest on up to $1,000,000 ($500,000 in the case of a married individual filing a separate return) of acquisition indebtedness. Accordingly, an owner of a Residential Unit who itemizes deductions and who uses such Residential Unit as a qualified residence will be entitled, under current U.S. federal income tax law, to deduct from his or her gross income interest paid by him or her on acquisition indebtedness incurred with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $750,000 ($375,000 in the case of a married individual filing a separate return) and, for taxable years after 2025, $1,000,000 ($500,000 in the case of a married individual filing a separate return).

Further, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances). The rules and limitations regarding the deductibility of home mortgage interest are complex, and thus owners of Residential Units are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of mortgage interest with respect to their Residential Units for alternative minimum tax purposes (which at present is subject to rules different from those described above for regular tax purposes).

Each owner of a Residential Unit who uses such Residential Unit as a qualified residence will generally be entitled to the same deduction for mortgage interest paid or accrued with respect to such Residential Unit for New York State and New York City income tax purposes as is allowed for U.S. federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as mortgage interest, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

Deductibility of State and Local Real Property Taxes



Each owner of a Residential Unit will own his or her Residential Unit and an undivided interest in certain Common Elements in fee simple and, under New York State Law, each Residential Unit (including its undivided interest in the Common Elements) will be taxed as a separate parcel for New York real property tax purposes. Each owner of a Residential Unit will be liable to the local tax authority for the property tax assessment with respect to his or her interest in the Residential Unit. Under these circumstances, the Internal Revenue Service has also ruled that the owner of a residential condominium unit who itemizes deductions in filing his or her U.S. federal income tax returns may deduct the state and local real property taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 C.B. 300. For taxable years beginning after 2017 and before 2026 itemized deductions for real property taxes are limited to $10,000 ($5,000 for a married taxpayer filing a separate return) in the aggregate, when combined with all other state and local taxes as specified in Code section 164.

Based on the foregoing, and subject to the limitations expressed herein, it is our opinion that each individual owner of a Residential Unit who itemizes deductions will be entitled under current U.S. federal income tax law to deduct from his or her gross income the New York real property taxes assessed against his or her Residential Unit and paid by the owner of such Residential Unit to the local authority, subject to the limitation discussed above. Further, no deduction for state and local real property taxes is permitted for purposes of the U.S. federal alternative minimum tax. Owners of Residential Units should consult their tax advisers regarding the effect of the alternative minimum tax.

Each owner of a Residential Unit who uses such Residential Unit as a qualified residence will generally be entitled to the same deduction for real property taxes paid or accrued with respect to such Residential Unit for New York State and New York City income tax purposes as is allowed for U.S. federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as real property tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

Common Charges

Under the Plan, the Condominium Board will, from time to time, assess Common Charges against the owners of each Residential Unit, generally in proportion to their respective percentage interest in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining all such Common Elements.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of Code section 528(c) and, therefore, could elect to be exempt from U.S. federal income taxes on amounts received as membership dues, fees, or assessments from owners of condominium housing units (such amounts, "exempt function income"). In order for the Condominium Board to qualify to make such an election, Code section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all of the Units within the Condominium be used by individuals for residential purposes and that the Condominium Board meet certain gross income and expenditure tests. to

It is currently anticipated that at least eighty-five percent (85%) of the total square footage of all of the Units in the Condominium will be used for residential purposes. If such residential use requirement is in fact satisfied, and provided the other requirements of Code section 528 are



satisfied, it is our opinion that the Condominium Board will be eligible to make this election. For any taxable year for which the Condominium Board is eligible to and does elect to be treated as a homeowners association under Code section 528, it will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less the allowable deductions (computed with certain modifications) directly connected with the production of such income, and (ii) any applicable New York State and New York City income taxes.

Absent the application of Code section 528, the status of a condominium board for U.S. federal, New York State, and New York City income tax purposes is uncertain as to the proper reporting and tax treatment of the income of the Condominium Board derived from owners of Residential Units ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that the Condominium Board could be viewed as an agent or conduit for owners of Residential Units, in which case each owner of a Residential Unit would be required to report his or her proportionate share of nonmembership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that the Condominium Board should be treated as a separate entity. In that case, it is unclear whether the Condominium Board would be taxable as a corporation or treated as a partnership. If the Condominium Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions, and return filing requirements and would be subject to U.S. federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board is treated as a partnership, the owners of Residential Units (but not the Condominium Board) would be subject to U.S. federal, New York State, and New York City income tax on their proportionate share of taxable income of the Condominium Board. The Condominium Board, in such an instance, may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Condominium Board, the Condominium Board's deductions attributable to furnishing services to owners of Residential Units may be limited to their membership income. Certain amounts expended for the benefit of owners of Residential Units, and possibly rebates, if any, to such owners of excess membership dues, fees or assessments, may be treated as distributions to them.

* * *

We express no opinion concerning: (a) any U.S. federal, New York State or New York City tax consequences not explicitly discussed in this opinion, (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (c) the tax status and tax consequences of the Plan, including the ownership of a Residential Unit, under the laws of any state other than New York, local jurisdiction other than New York City, or foreign jurisdiction. Except as explicitly provided herein, this opinion does not address: (i) the tax consequences of the ownership of Residential Units by taxpayers who are not individual residents of New York City for income tax purposes, including corporations and other entities, and foreign individuals or foreign entities; (ii) the tax consequences of the ownership of a Parking License; (iii) the tax consequences which may result with respect to any Residential Units held in connection with a trade or business, for investment purposes or for the production of income; or (iv) the estate tax consequences of ownership of any Units. This opinion also does not discuss the tax consequences which may arise if Residential Units or Common Elements are acquired by the Condominium Board or whether an owner of a Residential Unit may be deemed to be a resident of the United States, New York State, or New York City as a result of the ownership of a Residential Unit. We advise, therefore, that each

person contemplating the purchase of a Residential Unit consult his or her own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Finance. Moreover, the U.S. federal, New York State and New York City tax laws and regulations and the rulings and decisions thereunder may change and thereby affect the opinions stated above in whole or in part. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change, possibly with retroactive effect. In no event will we, Sponsor, the Condominium Board, the Selling Agent, the Managing Agent or any other person connected with the Plan be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Residential Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Condominium Board as described herein.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

Kramer Levin Naftalis & Frankel LLP

2. REAL ESTATE TAX OPINION

DLPARTNERS

D'AGOSTINO, LEDERMAN, LANDESMAN, RIVERA & MIRAGLIA, LLP

9 EAST 40th STREET, 5th FLOOR, NEW YORK, NEW YORK 10016

TEL: 212.564.9800 | FAX: 212.564.9802
DLPARTNERSLAW.COM

JOHN D'AGOSTINO (Retired)
BRUCE H. LEDERMAN*
WAYNE R. LANDESMAN*
BETTINA M. MIRAGLIA◊
JOSE M. RIVERA*
ERIC R. GARCIA
CHRISTOPHER M. TARNOK
JONHAROLD A. CICERO
GRACE BETANCOURT POWERS

Writer's E-Mail:
pkorngold@dlpartnerslaw.com

OF COUNSEL
PAUL J. KORNGOLD

SENIOR COUNSEL
KELLYANN STANARD

SPECIAL COUNSEL
SUSAN M. SCHARBACH°

JANE S. JEONG

* Also Admitted In NJ
◊ Also Admitted In CT
° Also Admitted In MA

June 11, 2024

517 W. 29th Street Condominium
517 - 523 West 29th Street
New York, New York 10001

Re: 517 West 29th Street
Block 701, Currently Lot 24
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 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 November 1, 2024 through October 31, 2025. You have advised us that the project consists of a building containing sixty (60) residential units plus parking. You have advised us that the apartments will be conveyed by deed and the parking spots by licenses. You have advised us construction was completed with the exception of some painting and other minor work.

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 on 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 any renovation.

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 1. 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 tentative assessment roll containing the tentative assessed values was published on January 16, 2024. The tentative assessment roll showed the following value as of the tax status date of January 5, 2024:

Block/Lot	Actual Assessed Value	Transition Assessed Value	Tax Class
701/24	$ 12,619,700	$ 11,175,030	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. The tax class 2 residential tax rate has been set at $12.502 for each $100 of assessed valuation for 2023/2024. The 2024/2025 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 instalments. 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. 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, 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 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 eliminates 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-coop abatement law which would require certain buildings to pay a prevailing wage to all building service workers in order to be eligible for this coop-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 paid the prevailing wage to the building employees and submit it along with the Coop-Condo Application. 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 units for the initial budget year of November 1, 2024 through October 30, 2025 will be $11,175,030 for the for the eight months falling within the 2024/2025 tax year and $11,275,030 for the four months falling within the 2025/2026 tax year.

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 November 1, 2024 through October 31, 2025:

November 1, 2024 through June 30, 2025 (8 months of the 2024/2025 Tax Year)

Taxable Assessed Value	Tax Rate	Tax (8 months)
$ 11,175,030	12.502%	$ 931,399

July 1, 2025 through October 31, 2025 (4 months of the 2025/2026 Tax Year)

Taxable Assessed Value	Tax Rate	Tax (4 months)
$ 11,275,000	12.502%	$ 469,867
Estimated Initial Budget Year Tax		$ 1,401,266

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 that 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 in 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. 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 past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York and is a former 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. The Department of Finance's opinion 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,

Paul J. Korngold

By: Paul J. Korngold
Of Counsel

3. OPINION REGARDING ALLOCATION OF COMMON INTERESTS

Kramer Levin

1177 Avenue of the Americas
New York, NY 10036
T 212.715.9100
F 212.715.8000

October 16, 2024

Project 29 West Chelsea LLC
450 West 14th Street, 9th Floor
New York, New York 10014

Re: Condominium Offering Plan for The 517 W. 29th Street Condominium
(the "Condominium")

To Whom it May Concern:

You have requested our opinion regarding the allocation of common interests to the Units at the Condominium as required by 13 NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan (the "Plan") for the Condominium.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Livingston Management Services, LLC, as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Livingston Management Services, LLC.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law ("RPL") Section 339-i(1)(iv), i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

Accordingly, based on the foregoing it is our opinion that RPL Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, Kramer Levin Naftalis & Frankel LLP, Selling Agent, Managing Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

Kramer Levin Naftalis & Frankel LLP

W. WORKING CAPITAL FUND

Upon the closing of title to each Unit, the Purchaser of such Unit shall pay to the Board an amount equal to two months' Common Charges, which shall be used by the Board to establish and maintain a fund ("Working Capital Fund") for such otherwise-authorized purposes as the Board shall deem appropriate, from time to time, including, without limitation, ordinary maintenance and/or repairs of the Common Elements or reduction of Common Charges; provided however, that, so long as the Sponsor exercises voting control of the Board, the Board will not use working capital funds to reduce the projected Common Charges below the amounts set forth in this Plan, unless a majority of the remaining Unit Owners affirmatively vote to do so. The Sponsor may elect to advance all or a portion of that initial Working Capital Fund or to pay certain operating expenses of the Condominium. In that event, upon their Closing, a Purchaser may be required to reimburse their proportionate share of such amounts to the Sponsor instead of to the Board (but, in no event in an amount greater than the Working Capital contribution otherwise required from such Purchaser).

Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

X. RESERVE FUND

There is no reserve fund and no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises. Therefore, Unit Owners shall be obligated to pay their share of the cost of repairs, replacements and improvements to the Common Elements as the need for the same arises, unless there is sufficient working capital or there are other funds available to the Board. As the Building is newly-constructed, the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given that such imminent need shall not arise.

Y. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Management Agreement

As of a date not later than date of the Initial Closing, a management agreement ("Management Agreement") will be entered into between the Board and Livingston Management Services, LLC, having an office at 225 West 35th Street, 14th Floor, New York, NY 10001 (hereinafter referred to as the "Managing Agent"). The Managing Agent is not affiliated with the Sponsor.

The Management Agreement shall be for a term of one year from its effective date, automatically renewable from year to year upon the same terms and conditions. The Board may cancel the Management Agreement, without cause, upon at least 60 days' prior notice to the Managing Agent. The Managing Agent may cancel the Management Agreement, without cause, upon at least 90 days' prior notice to the Board. Pursuant to the Management Agreement, the Managing Agent will receive an annual fee equal to $60,000 per year, payable in equal monthly installments of $5,000 each. Additional fees are payable to the Managing Agent for various extra services, as more fully described in the proposed Management Agreement. The Managing Agent's annual fee is comparable to the annual fees charged for similarly sized buildings with similar amenities.

The duties and services to be rendered by the Managing Agent under the Management Agreement shall include, among others:

1. Prepare a proposed annual budget for approval by the Board.

2. Collect and receive from the Unit Owners all amounts payable by such Unit Owners under the terms of the Declaration and the Condominium By-Laws and take such action, including legal proceedings, in the name of the Condominium as may be reasonable to collect such amounts including but not limited to the foreclosure of any lien established by the Declaration.

3. Upon request of the Board, procure, maintain and keep in force insurance policies as provided for in the Declaration.

4. Provide upon request of a Unit Owner, a Permitted Mortgagee, a prospective Permitted Mortgagee, Purchaser or prospective transferee of a Unit or the Condominium, a written statement of account setting forth any amounts unpaid by a Unit Owner, which shall be binding upon the Managing Agent and the Condominium in favor of any person who relies thereon in good faith.

5. Take such action in its own name, in the name of the Condominium or in the name of the Unit Owners, including instituting legal proceedings, as may be necessary or advisable to enforce any of the terms, conditions and restrictions of the Declaration.

6. Enter into contracts (which shall have been previously approved by the Condominium) with others, including a maintenance company, firm or person, for the replacement and repair of furnishings, equipment and appliances in the Units, for the general repair and maintenance of the Common Elements and for the furnishing of services, as the Managing Agent

deems proper and appropriate to accomplish the intent of the Declaration; provided, that the Managing Agent shall not cause any expenditures in excess of $3,500 to be incurred without the prior approval of the Board.

7. Propose from time to time rules and regulations for the administration and use of the Condominium and use of Units in accordance with and to effect the intent, terms and provisions of the Declaration.

8. Provide for landscaping, upkeep, safety, maintenance and repair of Common Elements and accomplish and perform or cause to be performed all snow removal and maintenance for the walkways and common areas situated thereon.

9. Provide for the reasonable security of the Units, Common Elements and Unit Owners (and their licensees) while they are on the Premises, it being acknowledged that the Managing Agent shall not be deemed an insurer of such security.

10. Enter the Units or permit its duly-authorized agents or employees to enter the Units, at all reasonable times to effectuate the provisions of the Declaration, including for the purposes of protection, maintenance, inspection, repair and replacement of Common Elements.

11. Pay all taxes and assessments, costs and other Common Expenses and discharge, contest, protest and settle liens or charges affecting the Premises.

All expenses incurred by the Managing Agent in performance of its duties shall be paid as a Common Expense by the Condominium, which will also indemnify the Managing Agent against any liability for acts properly performed by it pursuant to instructions from the Board or Board, or for injury to person or property not resulting from the Managing Agent's gross negligence or willful failure to comply with its obligations under the Management Agreement.

The Management Agreement is not assignable by the Managing Agent without the prior consent of the Board.

Contracts

As of the Offering Date, there are no contracts or leases that will be binding on the Condominium, except as may be otherwise referred to in the Budget. The Sponsor expressly reserves the right to cause the Condominium to enter into such agreements, provided that this Plan is amended to disclose any terms thereof which reflect material changes in the terms of this Plan.

Z. IDENTITY OF PARTIES

Sponsor

The Sponsor, Project 29 West Chelsea LLC, is a limited liability company, organized under the laws of the State Delaware and duly authorized to do business in the State of New York, maintains an office at 450 West 14th Street, New York, NY 10014. The principals of the Sponsor are Sorabh Maheshwari and Justin Ehrlich, each, having a business address at the office of the Sponsor. Mr. Maheshwari and Mr. Ehrlich are real estate developers who have separately owned and/or operated real estate for many years, having developed and operated residential and commercial projects throughout the New York City metropolitan area.

Neither the Sponsor nor either of its principals has been convicted of any felony. Neither Sponsor nor either of its principals, nor any entity of which either of such principals were principals, have had any or have any prior bankruptcies, convictions, injunctions or judgments that may be material to this Plan or to an offering of securities generally and that occurred within the 15 years prior to the submission of this Plan to the DOL.

None of the Sponsor, Sponsor's principals or any affiliates of Sponsor or Sponsor's principals, has been involved in the initial offering of condominiums, cooperatives, planned unit development homes or timeshares, first offered during the past five years, except that Mr. Ehrlich has been a principal of the sponsor of the condominium offering plan for 290 West Street, NY, NY (AG File No. CD14-0116; Filing Date - 9/11/14) and both principals are also principals of the sponsor of the condominium offering plan for 165 East 62nd Street, NY, NY (AG File No. CD19-0257; Filing Date - 2/19/20); 74 Grand Street, NY, NY (AG File No. CD20-0218; Filing Date – 6/2/21); and 435 West 19th Street, NY, NY (AG File No. CD22-0041; Filing Date – 9/14/22). Sponsors of those other offerings are current in the performance of their obligations, if any, under the offering plans for such other offerings.

There are no cooperatives, condominiums or homeowners' associations, other than the Premises, where the Sponsor or either principal of the Sponsor owns 10% or more of the unsold shares or unsold units as an individual or principal.

Attorneys for Sponsor

Sponsor has retained the law firm of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036 ("Sponsor's Counsel"), to represent it in connection with the Plan. Jonathan H. Canter, Esq. and Deirdre M. Heffernan, Esq. had principal responsibility for the preparation of the Plan, the Declaration, the By-Laws and the forms of Purchase Agreement, Unit Deed and Unit Power of Attorney. Sponsor's Counsel has also rendered opinions with respect to the possible availability of income tax deductions to Purchasers of Units and the allocation of Common Interests. Sponsor's Counsel will serve as Escrow Agent under the Agreements and will represent Sponsor in connection with Unit closings.

Property Tax Consultant

Paul J. Korngold, Esq. of the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia LLP, with an office at 9 East 40th Street, 5th Floor, New York, NY 10016, has been

retained as special counsel to the Sponsor for projection of real property taxes described in this Plan and has prepared the letter included in Section V entitled "Opinions of Counsel" of this Plan, containing such projection.

Architect

RAND Engineering & Architecture, DPC, with an office at 159 West 25th Street, New York, NY, has prepared the Description of Premises and Building Condition included in Part II of this Plan as part of Document "B." That firm has extensive experience in connection with the design and construction of leading edge developments.

The Architect is not affiliated with Sponsor or with Sponsor's principal, and has no financial interest in the Property, in Sponsor, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

Managing Agent

The managing agent for the Condominium will be Livingston Management Services, LLC, which has an office at 225 West 35th Street, New York, NY. It has managed more than ten (10) renal, cooperative and/or condominium properties in and around the New York City metropolitan area for over ten (10) years. Livingston Management is not affiliated with the Sponsor.

Neither the Managing Agent nor any of its principals (a) has been convicted of any felony or (b) has any prior bankruptcies, convictions, injunctions or judgments that may be material to this Plan or to an offering of securities generally and that occurred within the 15 years prior to the submission of this Plan to the DOL. Managing Agent is not affiliated with Sponsor or with Sponsor's principals, and has no financial interest in the Property, in Sponsor, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

Selling Agent

Living LLC, having a business office at 225 West 35th Street, New York, New York 10001 is a licensed real estate broker in the State of New York and is the Selling Agent retained by Sponsor in connection with the offering of the Units.

Living LLC has been a brokerage firm in New York City for 15 years, with over 100 agents and a multitude of transactions.

Living LLC and its principals have no prior felony convictions. During the past 15 years, there were no prior bankruptcies, convictions, injunctions or judgments against Living LLC or any of its principals that may be material to this Plan or to an offering of securities generally. Living LLC has no financial relationship, past or present, to the Sponsor. Selling Agent is not affiliated with Sponsor or with Sponsor's principals, and has no financial interest in the Property, in Sponsor, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

AA. REPORTS TO UNIT OWNERS

All Unit Owners will be entitled to receive annually from and at the expense of the Condominium copies of the following:

1. An annual financial statement for the Condominium, prepared by an independent certified public accountant or public accountant to be mailed or hand-delivered by April 1st annually;

2. Notice of the holding of annual Unit Owners' meetings to be served either personally or by mail not less than 10 days or more than 50 days prior to the scheduled meeting date; and

3. A budget for each calendar year on or about November 1st preceding each budget year.

The aforesaid dates may be changed pursuant to the Condominium By-Laws.

BB. DOCUMENTS ON FILE

In accordance with Section 352-e(9) of the General Business Law, copies of this Plan and all exhibits submitted to the Department of Law in connection with the filing of this Plan shall be available for inspection without charge, and copying at a reasonable charge, by prospective Purchasers and by any person who shall have purchased securities offered by this Plan or shall have participated in the offering of such securities at the office of the Sponsor, as set forth on the cover of this Plan, and shall remain available for such inspection for a period of six years from the Initial Closing date.

CC. GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. Although this Plan does contain a fair summary of all the provisions of the various documents referred herein, it does not contain a full summary thereof; therefore, statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

There are no lawsuits, administrative proceedings or other proceedings pending, the outcome of which may materially affect the offering, the Premises or the Sponsor's capacity to perform all of its obligations under the Plan.

The Premises were subject to the following prior public offering by the Sponsor: The 517 W. 29th Street Condominium (CD21-0080; Filing Date July 13, 2021). Such prior offering plan was abandoned pursuant to an amendment to the offering plan filed with the Department of Law on December 17, 2021. As of the Offering Date, no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units offered in the Plan and no deposits or advances of funds have been taken by or on behalf of the Sponsor in connection with the reservation, sale or transfer of any such Units.

The Sponsor and its agents will not discriminate against any person seeking to purchase under the Plan because of race, creed, color, sex, sexual orientation, disability, marital status or national origin.

The Sponsor reserves the right, from time to time, without obtaining the consent of Purchasers or others, to revise the terms and conditions upon which Units are to be sold, and thereby change the rights, obligations and liabilities of Purchasers of Units or prospective Purchasers of Units, provided that substantial amendments shall be set forth in a duly-filed amendment to this Plan. If any amendment to the Plan is filed which is a material and substantial modification of the Plan which adversely affects Purchasers of Units who have not yet closed title to their Unit, then such Purchasers shall be given not less than 15 days after a copy of the duly-filed amendment has been presented to such Purchaser in which to elect by written notice to the Sponsor to cancel his or her Purchase Agreement and to obtain a refund of the Deposit made thereunder.

In the event of any inconsistency between the terms of this Plan (as same may be amended from time to time) and the provisions of any statutes, rules or regulations applicable to this offering, the provisions of such statutes, rules and regulations shall govern. Any conflict between the terms of the Plan and terms of any of the documents referred to in the Plan shall be resolved in favor of the terms of the Plan.

No person has been authorized to make any statement or representation which is not expressly contained herein. Information, data or representation not contained herein or in the exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

DD. SPONSOR'S STATEMENT OF BUILDING CONDITION

The Sponsor adopts the description of the Premises set forth in the Property Report, prepared by the Architect, contained in Part II of this Plan, as Document "B". The Sponsor is not an architect or engineer, but believes and hereby represents that, to its best knowledge, the Property Report and the additional information, if any, provided in this Plan by the Sponsor, represents accurately the present condition of the Premises. The Sponsor knows of no facts or information inconsistent with the Property Report.

The Sponsor shall provide valid and effective inspection certificates and permits required for the use and operations of facilities used in connection with the Units on or prior to the Initial Closing date, unless otherwise specifically described in this Plan.

Copies of any building code violations of record, if any, as of the date of this Plan are annexed to the end of the Property Report. The Sponsor shall have no obligation to cure, correct or otherwise eliminate any building code or other violations, whether or not of record.

The Property Report also includes a statement confirming the location, or assumed location, of asbestos-containing material in the Building, if any.

Each Residential Unit offered hereby and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time a Purchaser signs an Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. The Purchaser of a Unit shall have the opportunity to inspect such Residential Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for a Unit, Purchasers should carefully review the Property Report in Part II of this Plan.

Sponsor shall not be obligated to correct, repair or replace any defects (latent, patent, or otherwise) relating to the Units or the Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering.

The site has been designated by the New York City Department of Environmental Protection for hazardous materials, air quality and noise. Remedial Action Work Plans were submitted to the Office of Environmental Remediation ("OER"). Remediation of the site, which will satisfy the requirements of the E-Designation for Hazardous Materials, are completed under the NYC OER Voluntary Cleanup Program ("VCP"). The Noise and Air Quality E-Designations are completed separately from the VCP. Since the conditions which were the subject of the foregoing designation have been fully remediated, there are no significant risks or hazards related to contamination remaining on the Premises. Sponsor anticipates receipt from DEP of a letter of satisfactory completion of such remediation by the Offering Date. Accordingly, no activities will be prohibited. A vacuum pump has been installed on the roof of the Building to monitor site conditions and the system is scheduled to be monitored and inspected annually. More specific

information regarding remediation efforts and on-going monitoring requirements is described in the Property Report included as Document B in Part II of this Plan.

PROJECT 29 WEST CHELSEA LLC, Sponsor

PART II

EXHIBIT 1

FORM OF AGREEMENT (INCLUDING ESCROW RIDER)

PURCHASE AGREEMENT

_____

_____,

Purchaser(s)

with

PROJECT 29 WEST CHELSEA LLC

Sponsor/Seller

Unit Number ____
The 517 W. 29th Street Condominium
517-523 West 29th Street
New York, NY 10001

PURCHASE AGREEMENT
UNIT NO. ___
The 517 W. 29th Street Condominium
517-523 West 29th Street
New York, NY 10001

(to be executed in quintuplicate)

PURCHASE AGREEMENT (this "Agreement"), made as of the ___ day of _____ 20___, between Project 29 West Chelsea LLC, a limited liability company, having an office at c/o 450 West 14th Street, 9th Floor, New York, New York 10014 (hereinafter, "Sponsor"), and

_____

_____

having an address at _____ (hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The 517 W. 29th Street Condominium, (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit. Upon and subject to the terms and conditions set forth herein, Sponsor hereby agrees to sell and convey, and Purchaser hereby agrees to purchase condominium Unit No. _____ at the Condominium (as designated in the Declaration), together with the undivided _____% interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Unit (the "Purchase Price") is $_____ payable as follows:

(a) an initial payment of $_____ (the "Initial Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) an additional payment of $_____ (the "Additional Deposit"; the term "Deposit", as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit), due upon the earlier to occur of: (i) _____ (the date which is six (6) months after the date of this Agreement); or (ii) thirty (30) days after Sponsor serves Purchaser with written notice of acceptance by the NYS Department of Law of an amendment declaring the Plan effective, but in no event later than the closing of title, subject

to collection;* provided, however, that with respect to Agreements entered into after the Plan has been declared effective, Sponsor reserves the right to require both the Initial Deposit and the Additional Deposit upon execution of the Agreement; and

(c) $_____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 The Deposit and the Balance shall be made by Purchaser by wire transfer to an account designated by Sponsor. At Sponsor's option, the Deposit and Balance may be made by check and shall represent United States currency, be drawn on or issued by a New York bank which is a member of The Clearing House Payments Company and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kramer Levin Naftalis & Frankel LLP, as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check(s) of Purchaser or official bank or cashier's check(s), made payable to the direct order of "Project 29 West Chelsea LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, Kramer Levin Naftalis & Frankel, LLP (the "Escrow Agent") is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default or seeking specific performance).

4. Deposit.

4.1 Prior to or concurrent with execution hereof and payment by Purchaser of the Deposit, Purchaser, Sponsor and Escrow Agent will enter into the "Escrow Rider" annexed hereto and incorporated by reference herein.

4.2 The provisions of paragraphs 3-6 of the Escrow Rider annexed hereto are incorporated herein by reference.

4.3 The Bank (as such term is defined in the Escrow Rider) is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held, in the sole discretion of Sponsor, either (i) through an escrow arrangement conducted through Purchaser's or Sponsor's title company, or (ii) at the offices of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New

* Omit if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic immunity).

York, New York 10036 ("Sponsor's Closing Counsel") (or such other place in the City and State of New York as Sponsor may designate to Purchaser), and in each case on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board and Sponsor, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board and Sponsor shall be returned to the Board (or as the Board shall direct).

6.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's agreement that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to or at closing, and that Sponsor's obligations under paragraph 6.1 above have been satisfied and that any objections to title have been waived, and the Sponsor shall thereafter be released and discharged of all liability hereunder and under the Plan except as to those matters specifically provided under this Agreement or under the Plan to survive or to be performed after the closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing. Nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

7.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part

hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Royal Abstract of New York LLC, 125 Park Avenue, New York, New York 10017 Attention: Harry Erreich; (212) 376- 0900 (or such other title or abstract company designated by Sponsor; the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium). Subject to the provisions of this Article 7 or Article 8, Purchasers may obtain title insurance from the Title Company or, without penalty, from any other title company of Purchaser's choosing.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as having been requested by Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 16% per annum (or such lower rate per annum which is the legal limit, if 16% per annum exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs. In addition to those costs, adjustments and other amounts described in Article 8 and 10 of this Agreement, Purchaser shall be required to pay other closing fees and costs which are Purchaser's responsibility as described in the Section of the Plan entitled "Closing Costs and Adjustments" and otherwise. All such closing fees and costs shall be paid at Closing by Purchaser by wire transfer to an account designated by Sponsor, or at Sponsor's option, by unendorsed personal certified check or official bank check drawn only on a member bank of The Clearing House Payments Company. Such costs shall include, but are not

limited to, the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the New York State Additional Tax pursuant to Section 1402-a of the Tax Law and the New York State Supplemental Tax pursuant to Section 1402-b of the Tax Law, each, to the extent applicable, collectively referred to herein as the, "Mansion Tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York, including, but not limited to, any New York City mansion, supplemental, or similar additional tax as may hereafter be imposed, notwithstanding the fact that this tax may by law be the primary obligation, in whole or in part, of the seller (any tax payable by either a transferor or transferee that may be imposed by New York City or New York State in addition to the New York City Real Property Transfer Tax, New York State Real Estate Transfer Tax and Mansion Tax, an "Additional Tax"). Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion Tax information and closing cost illustrations disclosed in the Plan, as amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of

same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern so long as they do not violate any applicable law or regulation.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Additional Deposit on the date set forth in Article 3 hereof, Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8, 9, and/or 10 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) the occurrence of any Events of Default under any other agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iv) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of the notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor may thereupon, at its option and sole discretion, (i) cancel this Agreement, or (ii) seek specific performance. If Sponsor elects to cancel, this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit once the Plan has been consummated. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have thirty (30) days from the giving of notice of Sponsor's election to close on his or her Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection).

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, excluding attorneys' fees set forth in Section 35 hereof, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy with respect to liquidated damages. The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. For the avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Deposit being held in escrow.

(d) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder,

except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of

Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. The Unit and the Common Elements appurtenant thereto, if any, as well as the fixtures and personal property contained therein, whether or not previously occupied by a tenant, will be delivered in their existing "As Is", "Where Is", and "With All Faults" condition and layout in which they exist at the time Purchaser signs the Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing and Sponsor makes no warranties or guarantees implied or otherwise with respect to the condition of the Building. Purchaser shall have the opportunity to inspect such Unit prior to executing the Agreement. Additionally, prior to executing the Agreement, Purchaser should carefully review the Property Report in Part II of this Plan. Further, unless otherwise expressly agreed in writing by Sponsor and Purchaser, all personal property located within a Unit on the date title to the Unit closes and which is owned by Sponsor is included in the conveyance; provided however, that, as to a Unit which is or has been used as a sales model or sales office, Sponsor may expressly exclude from such conveyance any personal property which is situated in the Unit as of the date of the Purchase Agreement. In no event shall the presence of any furniture, furnishings, finishes, flooring, equipment or decorations in any model Unit or in the sales area imply or represent that any Unit will contain such furniture, furnishings, finishes, flooring, equipment or decorations. Personal property contained in a model Unit, if any, may, at Sponsor's option, be sold at a price to be agreed upon between Sponsor and the Purchaser of such Unit, provided however, that no part of the Purchase Price for any Unit will be attributable to such personal property.

17. Acceptance of the Condition of the Property.

17.1 The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property including the Building, the Common Elements, the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained herein (herein, collectively called "Installations"), otherwise in their respective "As Is", "Where Is", and "With All Faults" conditions and layout in which they exist at the time Purchaser signs the Agreement, subject further to ordinary wear and tear, unless Sponsor and Purchaser agree otherwise in writing. Purchaser acknowledges having read the Property Report in Part II of the Plan, which sets forth a description of the physical condition of the Building and understands and acknowledges that the Building will not be renovated by Sponsor. Further, Purchaser understands and acknowledges that (i) Sponsor has no obligation to make any repairs, improvements, decorations in or to the Property, the Building, the Unit, the Common Elements, or the Installations, including but not limited to, corrections, repairs, or replacements of any defects (latent, patent, or otherwise). Sponsor makes no warranties or guarantees implied or otherwise with respect to the condition of the Building, including but not limited to, the Unit and the Common Elements.

18. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

18.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that

Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title, and Sponsor gives written notice to Purchaser of Sponsor's election to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

18.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with written notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

18.3 If Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to closing of title, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. If during the Purchaser's occupancy prior to closing of title, the Unit is damaged by casualty or otherwise, then Purchaser shall assume the risk of loss not covered by insurance. Purchaser's assumption of loss shall not excuse Purchaser from paying the balance of the Purchase Price and accepting delivery of the deed.

19. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, model units, selling brochures, advertisements, websites, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a

part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and [to be][*] filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 19 shall survive the closing of title or the termination of this Agreement.

20. Prohibition Against Advertising and Selling. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, and for at least twelve (12) months from the date of closing of title hereunder, list the Unit for lease or sale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for lease or sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives: (i) prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof and any lease or conveyance in violation of the foregoing shall be voidable by Sponsor; or (ii) within the twelve (12) months from the date of closing of title hereunder, is a violation of this Article 20 and shall entitle Sponsor to all remedies available at law or in equity. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. Broker. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and _____. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent and the aforementioned broker on account of any acts or dealings of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

22. Agreement May Not Be Assigned.

22.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

22.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or

[*] Omit after Floor Plans have been filed in City Register's office.

other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits. For purposes of this Agreement, it is the intent of the part(ies) that the individuals controlling Purchaser shall be deemed to be _____.

22.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, or to modify the name of Purchaser, then, if such assignment, alteration, addition, deletion, substitution, or modification is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a wire transfer to an account designated by Sponsor or, at Sponsor's option, a personal certified check, or an official bank or cashier's check, in the amount of $1,500 made payable to "Kramer Levin Naftalis & Frankel LLP" (for services rendered in connection with the assignment), not less than ten (10) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 22 above and in the Plan will remain in effect.

22.4 Notwithstanding the provisions of Section 22.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%)

or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

22.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

23. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Initial Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

24. Notices.

24.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt of sending: to Purchaser at the address given at the beginning of this Agreement; and to Sponsor at the address set forth above, with a copy sent simultaneously and in like manner to Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attention: Jonathan H. Canter, Esq.. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery is effected, or in the case of overnight courier, one (1) business day after sending for domestic addresses and three (3) business days after sending for international addresses, or in the case of mailing, three (3) business days after the date of mailing for domestic addresses and five (5) business days after the date of mailing for international addresses, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of closing dates or the scheduling or rescheduling of inspections may be made by facsimile or electronic mail to each party's attorneys.

24.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's closing counsel (Kramer Levin Naftalis & Frankel LLP) as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

26. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, pandemics, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

27. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

29. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

30. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

31. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

32. Purchaser's Representations.

32.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Sponsor, as provided herein) has any right or claim to all or any portion of the Deposit.

32.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

32.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser represents to Sponsor (and to Escrow Agent as a third-party beneficiary of such representation) that all funds provided by or on behalf of Purchaser or disbursed in connection with this transaction shall be only to persons or entities having a known and legitimate business connection to the transaction; and that the disbursement of any or all of such funds is not in furtherance of any tax evasion or tax fraud. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

32.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

33. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser understand and agrees that, if Purchaser does not obtain financing and Purchaser does not otherwise have the financial resources to pay the balance of the Purchase Price (and all other expenses) due at closing, same will constitute a default under the Agreement which, if not cured as provided for hereunder, will result in Purchaser's loss of the Deposit as set forth herein. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

34. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in prosecuting or defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. Notwithstanding the foregoing, Purchaser shall not be obligated to pay Sponsor's legal fees or disbursements in any action brought pursuant to the Plan or this Agreement where Purchaser is the prevailing party in such action pursuant to a final non-appealable order by a court of competent jurisdiction. The provisions of this Article shall survive closing of title or the termination of this Agreement.

35. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Diplomatic or Sovereign Immunity.

36.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

36.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal

jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

36.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

36.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

36.5 Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

36.6 The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

36.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

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

37. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

38. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

39. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

40. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

41. No Oral Changes. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

42. Counterparts. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature or other electronically transmitted (e.g., PDF) signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature or other electronically transmitted signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page or other electronically transmitted signature, although the failure to do so shall not invalidate the effectiveness of the facsimile signature or other electronically transmitted signature.

43. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

44. Prohibition on Smoking. Purchaser acknowledges and understands that the following policy on smoking (the "Smoking Policy") is in effect at the Building: No Smoking is permitted within twenty-five feet of any of the perimeter entrances to the Building and in the Building's lobby, hallways, basement, stairwells, elevators, courtyard, storage rooms, roof, amenity space or any other common areas or public areas, interior or exterior. Smoking inside individual apartments in the Building and on balconies or terraces abutting apartments is prohibited. This Smoking Policy shall apply to all tenants (and their sublessees, if any), guests, agents, invitees and licensees of Unit Owners and any other person in the Building or on the

Property. Pursuant to the By-Laws, any costs or expenses incurred by the Condominium in connection with a violation of this Smoking Policy shall be treated as Individual Expense Charges (as defined therein). In addition, a Unit Owner who violates this Smoking Policy may be subject to such other sanctions as the Board may impose from time to time on a non-discriminatory manner. A copy of this Smoking Policy will be posted in a prominent location in the Building and/or delivered to all residents at least annually. This Smoking Policy shall be disclosed in all leases by Unit Owners in the Building. The word "Smoking" for purposes of this Smoking Policy shall mean inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or herb or any other material intended to produce smoke, including, without limitation electronic cigarettes and including vaping.

45. Section 1031 Exchange. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 23 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

Project 29 West Chelsea LLC

By: _____
Name:
Title:

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

Purchaser acknowledges receipt of Offering Plan [and amendments] on _____ ___, 20___

Initials of Purchaser(s):

_____ _____

For purposes of this Agreement, it is acknowledged and agreed that the undersigned is the controlling individual of Purchaser and shall remain personally liable for Purchaser's obligations under this Agreement, including without limitation, those under Article 22 and Article 35.

_____
Name:

SCHEDULE A

PERMITTED ENCUMBRANCES

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

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and to Sponsor, and the Floor Plans, all as may be amended from time to time.

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

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

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

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

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

8. Any other encumbrance, covenant, easement, agreement, restriction or matter of record against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

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

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

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

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

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

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

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

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

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

18. Taxes and any applicable tax liens, restored tax deferrals and abatements, in rem actions, tax sales, assessments, water rates and sewer usage charges.

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

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

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

a. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of Cornelius Ray to William Thornall dated 10/5/1846 and recorded 11/16/1846 in Liber 484 of Deeds, Page 134.

b. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and

Testament of Cornelius Ray to Calvin Nanzile dated 11/9/1846 and recorded 3/22/1848 in Liber 503 of Deeds, Page 261.

c. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of Cornelius Ray to Leanda Stetson dated 8/4/1846 and recorded 6/20/1849 in Liber 521 of Deeds, Page 608.

d. Covenants and Restrictions contained in Deed made by Robert Ray and John A. King, as surviving Executors and Trustees under the Last Will and Testament of Cornelius Ray to Cornelius Bedell dated 8/1/1846 and recorded 5/27/1850 in Liber 547 in Deeds, Page 64.

e. Party Wall Agreement made by and between Abraham A. Campbell, William Bedell, Stephen B. Stetson, James G. Dubois, Louis Dubois and Addison Dubois dated 9/8/1852 and recorded 7/10/1853 in Liber 609 of Deeds, Page 423.

f. Party Wall Agreement made by and between John Downing and Stephen Decatur Stetson dated 1/25/1854 and recorded 2/11/1854 in Liber 645 of Deeds, Page 338.

g. Transfer and Distribution of Development Rights made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013869.

h. Transfer and Distribution of Development Rights made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013870.

i. Notice of Zoning Lot Restrictions made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013871.

j. Notice of Zoning Lot Restrictions made by 509-511 West 27 Street Limited Partnership to Project 29 West Chelsea LLC dated as of 11/14/2016 and recorded 1/11/2017 as CRFN 2017000013872.

k. Declaration of Covenants and Restrictions made by Project 29 West Chelsea LLC dated as of 10/22/2021 and recorded 11/3/2021 as CRFN 2021000434144.

l. Waiver, Consent and Subordination to Distribution of Floor Area and Notice of Restrictions made by Atalaya Special Opportunities Fund VI LP dated as of 8/19/2016 and recorded 1/11/2017 as CRFN 2017000013873.

m. Zoning Lot Certification dated as of 2/22/2019 and recorded 3/18/2019 as CRFN 2019000087135.

n. Zoning Lot Description and Ownership Statement dated 3/12/2019 and recorded 3/18/2019 as CRFN 2019000087136.

22. All other covenants, restrictions and matters of record, provided same does not impair the use of a Residential Unit for residential purposes.

ESCROW RIDER

To Agreement dated: _____ Covering Unit(s):_____
Sponsor: Project 29 West Chelsea LLC
Purchaser(s):_____
Escrow Agent: Kramer Levin Naftalis & Frankel LLP

This rider ("Escrow Rider") to the captioned Agreement shall constitute a written agreement among Sponsor, Purchaser and Escrow Agent with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meanings ascribed thereto as set forth in the captioned Agreement and/or the Offering Plan, as applicable.

1. The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, telephone number 212-715-9100, shall serve as escrow agent for Sponsor and Purchaser under the captioned Agreement and shall also serve as legal counsel to Sponsor (referred to hereinafter as "Escrow Agent" or "Kramer Levin"). Escrow Agent has designated the following attorneys to serve as signatories: Jay A. Neveloff, Jonathan H. Canter, James P. Godman, Tzvi Rokeach, and Josh S. Winefsky. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

2. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

3. Escrow Agent has established the escrow account at Citibank, N.A., 153 East 53rd Street, 23rd Floor, New York, New York 10022 ("Bank"), a bank authorized to do business in the State of New York. Each escrow account is entitled "The 517 W. 29th Street Condominium Escrow Account" or similar name (each the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date of the Plan). Purchasers are also advised that if a Purchaser has any additional accounts at the Bank, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage. Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured.

4. All Deposits received from Purchaser shall be made by unendorsed check drawn only on a member bank of The Clearing House Payments Company made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." At Sponsor's option, Sponsor may require that the Deposit and the Balance be made by Purchaser by wire transfer to an account designated by Sponsor.

5. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of March 2024, such rate was 3%. The actual initial interest rate for the Escrow

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

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

7. Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 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.

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

9. Except to the extent expressly set forth in the Plan, under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an amendment following the First Closing by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

10. The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

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

12. Escrow Agent shall maintain the Escrow Account under its direct supervision and control. Escrow Agent will maintain all records concerning the Escrow for seven (7) years after the release of the funds.

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

14. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Agreement or this Escrow Rider and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

15. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

16. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law’s regulations.

17. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Agreement.

18. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

19. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Agreement or this Escrow Rider or the performance or non-performance of Escrow Agent's duties under the Agreement, this Escrow Rider or the Plan, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Agreement or this Escrow Rider, or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys’ fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

20. Notwithstanding anything else in this Agreement, since Kramer Levin is legal counsel to Sponsor, and that attorney-client relationship has been disclosed to Purchaser, Purchaser agrees that Kramer Levin may represent and continue to represent Sponsor as its legal counsel, including but not limited to in any dispute between Sponsor and Purchaser, and waives any potential conflict that may exist by reason of Kramer Levin's designation as Escrow Agent. Such agreement by Purchaser in no way affects the legal and contractual obligations of Escrow Agent pursuant to this Agreement or governing law, with respect to the maintenance or release of the Deposit. Purchaser further acknowledges and agrees that any privileges or protections that result from the disclosed attorney-client relationship between Kramer Levin and Sponsor, including but not limited to the attorney-client privilege and work product protection, are expressly preserved notwithstanding Kramer Levin's additional role as Escrow Agent. Purchaser represents and covenants that it will not seek to discover or obtain communications or information subject to any such privilege or protection, in the event of a dispute or otherwise, on the ground of Kramer Levin's role as Escrow Agent or its obligations to Purchaser with respect to the Deposit hereunder.

SPONSOR:

Project 29 West Chelsea LLC

By:_____
Name:
Title:

PURCHASER(s):

By:_____
Name:
Title:

Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By:_____
Name:
Title:

Social Sec. Number
or Federal Tax ID:_____

ESCROW AGENT:

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By:_____
Name:
Title: a partner

RIDER TO AGREEMENT

RE: PARKING SPACE LICENSE

This Rider is made as of _____, 20___ between Sponsor and Purchaser.

Re: Unit _____ ("Unit")
The 517 W. 29th Street Condominium
517-523 West 29th Street
New York, NY 10001

1. LICENSE

A. Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use a Parking Space for a purchase price of $_____. The license to use the Parking Space (Parking Space License #____) (the "License") shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

B. Upon execution of this Rider, Purchaser has delivered a wire transfer to an account designated by Sponsor, or at Sponsor's option, Purchaser has delivered an unendorsed personal certified check or official bank check drawn only on a member bank of The Clearing House Payments Company (subject to collection), in the amount of $_____ representing the downpayment due in connection with the purchase of the Parking Space License (the "Parking Space Deposit").

C. Upon issuance of the Parking Space License, Purchaser shall pay to Sponsor the balance of the purchase price allocable to the Parking Space License in the amount of $_____.*

D. Upon issuance of the Parking Space License, Purchaser shall pay to Sponsor's Counsel the sum of $650 to reimburse Sponsor for a portion of its attorney processing fees in connection with the issuance of each Parking Space License.

E. Purchaser shall be responsible for the payment of transfer taxes or other taxes, if any, that are payable in connection with the issuance of the Parking Space License and shall indemnify Sponsor and the Licensor under such Parking Space License in connection therewith. Such indemnity shall survive closing.

2. DAMAGE TO THE PARKING SPACES

If there is a fire or other casualty to the Parking Spaces and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Agreement shall be deemed modified to provide for the closing of title with respect to the Unit only. In such event, any deposit theretofore paid hereunder in respect of the Parking Space License shall be refunded to Purchaser.

3. SPONSOR'S RIGHT TO SUBSTITUTE PARKING SPACES

At or prior to delivery of the Parking Space License to a Purchaser, Sponsor hereby reserves the right, with or without prior notice to such Purchaser, to substitute the Parking Space designated in such Purchaser's Agreement (the "Original Parking Space") for an alternate Parking Space (the "Substituted Parking Space"), provided that such Substituted Parking Space is equally sized or larger than the Original Parking Space and provided further that any monthly license fees payable by such Purchaser to the Board in connection with such Substituted Parking Space are comparable per square foot to those payable in connection with the Original Parking Space. Any exercise of Sponsor's rights to designate a Substituted Parking Space shall not result in an increased deposit or purchase price due for such Parking Space License under the Agreement and shall not afford a Purchaser any abatement in purchase price or excuse a Purchaser from its obligations under its Agreement.

4. CROSS DEFAULT

A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and any other default by Purchaser under the Agreement for the Unit shall constitute a default under the Rider entitling Sponsor to those default remedies as more fully described in the Agreement and the Plan. Notwithstanding an earlier closing of title with respect to the Unit, the provisions of the Agreement with respect to the delivery of the Parking Space License shall survive. If for any reason the closing of title with respect to the Unit does not occur, there shall be no issuance of the Parking Space License to the Purchaser and this Rider shall have no further force or effect except that to the extent the Purchaser is entitled to have its Deposit refunded, then the Purchaser shall also be refunded the Parking Space Deposit.

If a Purchaser is entitled to a right of rescission pursuant to the terms of the Plan due to any material and adverse change with respect to the Parking Space License, and/or Parking Space which is the subject thereof, any such right of rescission shall be limited solely to the agreement to purchase the Parking Space License which has been affected thereby, and if such Purchaser elects rescission with respect to the agreement to purchase such Parking Space License, the remainder of the Agreement shall continue in full force and effect. In the event a Purchaser elects to rescind an agreement to purchase a Parking Space License, but the remainder of the Agreement remains in full force and effect, such Purchaser shall be refunded that Parking Space Deposit only.

5. SPONSOR'S INABILITY TO DELIVER

Notwithstanding anything contained herein, Sponsor's inability to deliver a Parking Space License to Purchaser at or subsequent to the Closing, for any reason, shall not be deemed a material change in the Agreement and shall not entitle Purchaser to a right of rescission thereunder.

6. DEFINITIONS

All capitalized terms used in this rider not defined herein shall have the same meanings ascribed to them in the Agreement to which this Rider is annexed or in the Plan.

7. CONFLICTS

In the event of any inconsistency between the provisions of this rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

8. FULL FORCE & EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

PURCHASER(S)

_____
(signature)

SPONSOR:

Project 29 West Chelsea LLC

By:_____
Name:
Title:

EXHIBIT 1A

FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

EXHIBIT 1A

FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 1B

FORM W-8 (CERTIFICATE OF FOREIGN STATUS)

Form **W-8BEN**

(Rev. February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ For use by individuals. Entities must use Form W-8BEN-E.
▶ Information about Form W-8BEN and its separate instructions is at *www.irs.gov/formw8ben*.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• A person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6 Foreign tax identifying number (see instructions)

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

_____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

_____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:

  (a) not effectively connected with the conduct of a trade or business in the United States,

  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or

  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

_____ _____

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

_____ _____

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)

EXHIBIT 2

FORM OF UNIT OWNER POWER OF ATTORNEY

[FORM OF] POWER OF ATTORNEY

made by

[ ]

to

THE BOARD OF MANAGERS OF
THE 517 W. 29th STREET CONDOMINIUM

and to

PROJECT 29 WEST CHELSEA LLC

Premises known as:

The 517 W. 29th Street Condominium
517-523 West 29th Street
New York, New York 10001
Unit No. _

Dated: As of _____, 202_

Section:
Block: 701
Lot: __
County: New York

Record and return to:

Livingston Management Services
225 W 35th Street, Suite 1400
New York, NY 10001

CONDOMINIUM POWER OF ATTORNEY

The undersigned, _____, residing at Unit ___, 517 West 29th Street, New York, NY 10001, owner of Unit ___in the condominium known as The 517 W. 29th Street Condominium, covering the property located at 517-523 West 29th Street, New York, NY (the "Premises"), more fully described in **Schedule A** annexed hereto, does (do) hereby irrevocably nominate, constitute and appoint:

1. The members of the Board of Managers (the "Board") and their successors, severally as my true and lawful attorney-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to:

(a) Acquire by deed, in their own name or in the name of their designees on behalf of all owners of Units in said Condominium, any Unit whose owner desires to abandon or abandons the same, or which shall be the subject of a foreclosure sale or deed in lieu of a foreclosure sale, or which shall be acquired or leased in connection with any right of first refusal or otherwise, pursuant to the Declaration and By-Laws (collectively, the "Condominium Documents"), as the same may be amended from time to time, at such price and on such terms as my said attorney-in-fact shall, in its sole discretion, deem proper; and

(b) Thereafter to convey, sell, lease, mortgage, vote or otherwise deal in and with such Unit so acquired, on such terms as my attorney-in-fact may in its sole discretion determine, granting to my said attorney-in-fact the power to do all things with regard to said Premises which I could do if I were personally present.

(c) Execute, acknowledge and deliver (i) any declaration or other instrument which, subject to the terms, conditions and limitations of the Condominium Documents, the Board may deem necessary, appropriate, or is required to be delivered pursuant to the Condominium Documents or to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the Board of Zoning Appeals, or any other public authority applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Common Elements or (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements which the Board deems necessary or appropriate or affecting the Limited Common Elements as the Board deems necessary or appropriate; and

(d) Create any easements or otherwise effect the provisions of the condominium offering plan for the Premises; and

(e) Act as an agent of each Unit Owner to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all Unit Owners pursuant to section five hundred twelve and five hundred twenty-six of the Real Property Tax Law as same may from time to time be amended (or any successor statute) and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person pursuant to section seven hundred four of the Real Property Tax Law as same may from time to time be amended (or any successor statute). The Board may retain legal counsel for the purpose of the proceedings or actions described in this paragraph on behalf of all Unit Owners for whom counsel

is filing such complaint and charge all such Unit Owners a pro rata share of the expenses, disbursements and legal fees for which charges the Condominium Board shall have a lien pursuant to section three hundred thirty-nine-z of the Real Property Law.

2. Project 29 West Chelsea LLC, (the "Declarant") and its designee or successors, my true and lawful attorney-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to vote at any Unit Owners' meeting for, and to: (i) file an amendment to the Declaration permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of any amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the number, layout, location, designation and approximate dimensions of the Units as built; (ii) or to amend the By-Laws or Declaration to create any easements or otherwise as may be reasonably required to carry out any of the provisions of the Offering Plan of such Condominium; (iii) or even after no Unsold Units remain, but subject in all respects to the provisions of the Condominium Documents then in effect, to execute an amendment to any of the Condominium Documents to effectuate the rights granted to Sponsor thereunder, or acquire any permits, applications or documents required to undertake, perform or complete work to the Units or Common Elements by Sponsor, or obtain a permanent certificate of occupancy or an amended certificate of occupancy for all or any portion of the Building, or any of said documents, even after no Unsold Units remain, when such amendment:

(a) shall be required to reflect any changes in Units and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Sponsor in accordance with the Declaration; or

(b) shall be required by: (1) a Permitted Mortgagee designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (2) any governmental agency having regulatory jurisdiction over the Condominium, or (3) any title insurance company selected by Sponsor to insure title to any Unit.

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

4. This power of attorney is irrevocable and shall survive the death or disability of the maker.

5. TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

6. All terms used and not otherwise defined in this Power of Attorney shall have the same meanings ascribed thereto in a certain declaration of condominium for the Premises, dated as of _____, 202_, and recorded on ___, 202_, in the Office of the New York City Register, New York County, as Control No. _____.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 202_.

_____

_____

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____, 202_, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____ , 202_, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

_____
Notary Public

SCHEDULE A

Legal Description of Unit

The 517 W. 29th Street Condominium
517-523 West 29th Street
New York, NY

The Condominium Unit ("Unit") known as Unit No. __ in the building designated by the street address of 517-523 West 29th Street, New York, NY ("Building") in The 517 W. 29th Street Condominium ("Condominium"), Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit Number in a certain Declaration of Condominium, dated as of _____, 202__, made by Grantor, pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act"), establishing a plan for condominium ownership of the Building and the land upon which the Building is situate ("Land"), which Land is more particularly described below, which declaration was recorded in the Office of the Register of The City of New York, County of New York ("Register's Office") on_____, 202_, under CRFN _____("Declaration"). The Unit is also designated as Tax Lot ___ in Block 701 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____ and filed as Condominium No. __ in the Register's Office on _____, under CRFN _____;

TOGETHER with an undivided _____ (____%) percent interest in the Common Elements (as such term is defined in the Declaration).

The Land is described as follows:

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 West 29th Street, distant 250 feet westerly from the corner formed by the intersection of the northerly side of West 29th Street, and the westerly side of 10th Avenue;

RUNNING THENCE northerly and parallel with the westerly side of 10th Avenue and part of the distance through a party wall, 98 feet 9 inches to the center line of the block between West 29th and West 30th Streets;

THENCE westerly along the said center line of the block, 100 feet;

THENCE southerly and again parallel with the westerly side of 10th Avenue, 98 feet 9 inches to a point on the northerly side of West 29th Street;

THENCE easterly along the said northerly side of West 29th Street, 100 feet to the point or place of BEGINNING.

EXHIBIT 3

FORM OF UNIT DEED

[FORM OF] CONDOMINIUM UNIT DEED

Dated: As of _____, 202__

PROJECT 29 WEST CHELSEA LLC,

to

_____

Premises known as:

The 517 W. 29th Street Condominium
517 West 29th Street
New York, New York 10001
Unit ___

Section:
Block: 701
Lot:
County: New York

Record and return to:

_____

_____

_____

CONDOMINIUM UNIT DEED

INDENTURE made as of this ____ day of _____, 202__, by and between (or among) **PROJECT 29 WEST CHELSEA LLC**, a Delaware limited liability company, having a place of business at 450 West 14th Street, 9th Floor, New York, New York ("Grantor") and _____, having an address at _____ (whether one or more than one person, "Grantee").

Witnesseth:

In consideration of Ten ($10.00) Dollars, and other good and valuable consideration paid by Grantee, Grantor hereby grants and releases to the Grantee the condominium unit (the "Unit") described in **Schedule A** to this Deed, known and designated as Unit _, 517 West 29th Street, New York, NY 10001 together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) of The 517 W. 29th Street Condominium (the "Condominium").

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, easements and restrictions provided for in the Declaration of Condominium, By-Laws and Rules and Regulations of the Condominium, filed and recorded as described in said **Schedule A** (and referred in this Deed, respectively, as the "Declaration", "By-Laws" and "Rules"), all of which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

SUBJECT TO all of the terms of the Declaration and By-Laws, as the same may be from time to time amended.

SUBJECT TO liens, agreements, covenants, easements, restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are defined in **Schedule A** attached hereto).

TO HAVE AND TO HOLD the premises therein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that it will receive the consideration for the conveyance and will hold the same as a trust fund to be applied first and for the purpose of paying the cost of the improvements before using any part of the same for any other purpose.

The use for which the Unit is intended is residential, subject to applicable governmental regulations and such other restrictions as are set forth in the Declaration and By-Laws. The Grantee accepts and ratifies the provisions of the Declaration, By-Laws and Rules and agrees to comply with all the terms and provisions thereof as the same may be hereafter amended from time to time by instruments recorded in the Office of the Register of the City of New York, County of New York.

The Grantor has not done or suffered anything to be done whereby the Unit has been encumbered in any way whatsoever, except as set forth in the Offering Plan and the Purchase Agreement, and the Declaration, By-Laws and Rules. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest. This conveyance is made in the regular course of business actually conducted by the Grantor.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantee hereby accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed as of the date first above written.

PROJECT 29 WEST CHELSEA LLC

By: _____
Name: _____
Title: _____

_____
GRANTEE

_____
GRANTEE

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____, 202_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____, 202_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____, 202_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

SCHEDULE A

Legal Description of Unit

The 517 W. 29th Street Condominium
517 West 29th Street
New York, NY

The Condominium Unit ("Unit") known as Unit No. __ in the building designated by the street address of 517 West 29th Street, New York, NY ("Building") in The 517 W. 29th Street Condominium ("Condominium"), Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit Number in a certain Declaration of Condominium, dated as of _____, 202__, made by Grantor, pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act"), establishing a plan for condominium ownership of the Building and the land upon which the Building is situate ("Land"), which Land is more particularly described below, which declaration was recorded in the Office of the Register of The City of New York, County of New York ("Register's Office") on _____, 202_, under CRFN ("Declaration"). The Unit is also designated as Tax Lot ___ in Block 701 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____ and filed as Condominium No. __ in the Register's Office on _____, under CRFN _____;

TOGETHER with an undivided _____(___%) percent interest in the Common Elements (as such term is defined in the Declaration).

The Land is described as follows:

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 West 29th Street, distant 250 feet westerly from the corner formed by the intersection of the northerly side of West 29th Street, and the westerly side of 10th Avenue;

RUNNING THENCE northerly and parallel with the westerly side of 10th Avenue and part of the distance through a party wall, 98 feet 9 inches to the center line of the block between West 29th and West 30th Streets;

THENCE westerly along the said center line of the block, 100 feet;

THENCE southerly and again parallel with the westerly side of 10th Avenue, 98 feet 9 inches to a point on the northerly side of West 29th Street;

THENCE easterly along the said northerly side of West 29th Street, 100 feet to the point or place of BEGINNING.

EXHIBIT 4

DESCRIPTION OF PROPERTY AND BUILDING CONDITIONS

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

517 WEST 29TH STREET NEW YORK, NY 10001

RAND Engineering & Architecture, DPC

September 13, 2024

RAND Project # M180108

RAND ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET, NEW YORK, NY 10001 ■ P: 212.675.8844 ■ F: 212.691.7972 ■ randpc.com

TABLE OF CONTENTS

Page

(a) Location of Property 1
(b) Status of Construction 1
(c) Site 2
(d) Utilities 3
(e) Sub-Soil Conditions 4
(f) Landscaping and Enclosures 7
(g) Building Size 8
(h) Structural System 8
(i) Auxiliary Facilities 16
(j) Plumbing and Drainage 17
(k) Heating 19
(l) Gas Supply 20
(m) Air Conditioning 21
(n) Ventilation 21
(o) Electrical System 22
(p) Intercommunication, Door Signal Systems, and CCTV 23
(q) Public Area Lighting 24
(r) Garages and Parking Areas 24
(s) Swimming Pool 26
(t) Tennis Courts, Playgrounds and Recreation Facilities 26
(u) Permits and Certificates 26
(v) Violations 27
(w) Unit Information 27
(x) Finish Schedule of Spaces Other Than Units 28
(y) Safety and Warning Devices 28

Project 29 West Chelsea LLC
450 West 14th Street, 9th Floor
New York, NY 10014

This Report is intended for inclusion in your proposed condominium offering plan for the subject Property and we hereby consent to such inclusion. Capitalized terms used and not otherwise defined in this Report are intended to have the same meaning as in such offering plan.

(a) Location of Property

(1) Address: 517 West 29th Street
New York, New York 10001

(2) Tax Block and Tax Lot Number: Block 701, Lot 24

Zoning: Current zoning is C6-3 (R-9 Residential District Equivalent) in the Special West Chelsea District, and zoning district will remain the same for this property.

(3) Permissible Use: Use Groups 1 through 12 are permitted. The Property and proposed uses comply with all zoning and use requirements. The building is in compliance with ZR 28-00 Quality Housing Program including ZR 28-12 Refuse Storage and Disposal with refuse rooms provided, ZR 28-14 Daylight in Corridors, and ZR 28-21 Required Recreation Space (a public outdoor space, shared roof terrace space, and an exercise room are provided).

(b) Status of Construction

(1) Status of Construction: The Building is complete and was constructed circa 2022 under a New Building Application. Documents were filed with the New York City Department of Buildings (New York City DOB) under New Building Application #123440080.

(2) Class of Construction: Class I-B: 2-hour protected – non-combustible (bearing walls and other major structural elements are generally of two-hour fire resistance rating), conforming to all applicable regulations of the Building Code of the City of New York. Partitions between apartments, stairs, and public corridors are 2-hour UL U419 STC 55 rated construction; elevator shaft, cavity shaft walls, and vent shaft walls are 2-hour UL U415 STC 53 rated construction; pipe chases between apartments are 2-hour UL U420 STC 55 rated construction; interior partitions within apartments are 1-hour UL U419 STC 39 rated construction; pipe chases within apartments are 1-hour UL U458 STC 57 rated construction; pipe chases between apartment and concrete shear walls are 1-hour UL U419, STC 39 rated construction; and concrete masonry bearing and non-bearing walls of 1-hour, 2-hour, or 3-hour [UL U904, UL U905, and UL U906, respectively] rated construction conforming to Class 1-B was constructed. Concrete column structure conforming to 2-hour and 3-hour rated construction per Class 1-B requirement was constructed. Concrete floor assemblies rated 2-hour per Class 1-B requirement was constructed and concrete roof assembly of 1.5-hour per Class 1-B construction was constructed. The building complies with the accessibility requirements of the 2014 New York City Building Code and The Fair Housing Act.

(3) Certificate of Occupancy: A Final Certificate of Occupancy (CO) for the Building, CO #1080334-0000005, was issued on September 20, 2022. The Occupancy Classification is R-2 Residential.

Where materials, appliances, equipment, fixtures and other construction or design details are indicated herein, Sponsor reserves the right to substitute in each instance, one of comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable.

(1) Permit: Permit No. 123440080-01-NB (New Building) Permit to construct a new ten (10) story building as a 60-unit residential multiple dwelling with accessory parking for residential spaces was approved and issued, and new building constructed and Final Certificate of Occupancy obtained. No open jobs are present with the DOB Building Information System or DOB Now for this property. Units are offered for sale in "as is" condition.

Where materials, appliances, equipment, fixtures and other construction or design details are indicated herein, Sponsor reserves the right to substitute in each instance, one of comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable.

(c) Site

(1) Size: The size of the Building Lot is 100'-0" by 98'-9", approximately 9,875 square feet.

(2) Number of Buildings and Use: The Building is located along the North side of West 29th Street, between 10th Avenue and 11th Avenue, and is used primarily for residential purposes. The Building contains 60 Units with accessory parking.

The residential lobby entrance is located on West 29th Street. Building egress is located on West 29th Street.

(3) Drives, Sidewalks and Ramps:

(i) Paving: This site contains a 100'-0" frontage along West 29th Street. The drive is in overall satisfactory condition. The street adjacent to the site is paved with asphalt topping and is owned and maintained by the City of New York, and is in fair condition.

(ii) Curbing: The existing sidewalk curb on West 29th Street is a steel concrete curb. A curb cut exists along one side of the lot to permit vehicle access to the first floor enclosed/open area accessory parking; the curb is in satisfactory condition. Existing concrete sidewalks with no street tree cutouts are along West 29th Street; the sidewalk is in overall satisfactory condition.

(iii) Catch Basins, Drainage: The street abutting the property is presently pitched to drain through existing cast iron catch basins into the New York City storm water drainage system, in fair condition.

(iv) Street Lighting: Street lighting adjacent to the property is owned, operated and maintained by the City of New York.

(d) Utilities

(1) Electricity: Con Edison has provided electrical utility service to the building at 208/120 volts, 3-phase, 4-wire. Underground service lateral conduits are installed from the Con Edison vaults to the service end box located within the building. The service end box is considered the point of demarcation between the building owned & maintained equipment and electric utility owned and/or operated equipment.

Utility revenue electric metering and billing will be performed by Con Edison. The Building is provided with a house meter for building common areas and base building mechanical systems. Each Unit is separately metered and shall pay actual usage charges directly to Con Edison. Con Edison will separately meter the electricity consumed in the Common Elements of the building and the cost of the same will be a Common Expense of the Condominium.

(2) Water and Sewer: Potable water is supplied from the New York City public water system via a new 3" domestic water service entering the building from West 29th Street. The fire sprinkler/standpipe systems is supplied from the New York City public water system via a new 6" fire service entering the building from West 29th Street. Both water services are master-metered via DEP-approved master meters at the respective points of entry. An existing 8" combined sanitary/storm sewer main exits the building into the New York City Department of Environmental Protection combined storm/sewer system along West 29th Street. The charges for water and sewer service provided to the Building (including the Units and in the common areas of the Building) will be levied on the basis of the approved master meters and borne by the Unit Owners as a Common Expense.

(4) Gas: Natural gas service is supplied via a new 4" Con Edison gas main entering the building from West 29th Street for general use (domestic hot water, apartment cooking & dryers) and for the rooftop dedicated outside air supply unit. The cost of natural gas consumed in the building will be borne by the Unit Owners as a Common Expense.

(5) Heating and Cooling: Each Unit is provided with variable refrigerant flow unit(s) in accordance with the New York State Energy Conservation Code. The corridors and common areas is supplied with conditioned outside air via rooftop air conditioning equipment.

(6) Telephone: Each Unit Owner will be required to pay telephone/data charges with respect to his or her Unit directly to the telephone company providing such service.

The telephone charges with respect to the public areas of the building (such as the concierge's desk, maintenance offices, etc.) will be borne by the Unit Owners as a Common Expense.

The "Local" telephone service will be provided by either Verizon and/or other alternate service provider. Each Unit Owner will be responsible for arranging final

connections, obtaining a service account, for maintenance of wiring within the Unit, and for the cost of telephone use for the respective Unit.

(7) Cable Television: Cable Television service is available for all Units from Verizon or other alternate TV company.

Each Unit that subscribes will pay all charges for cable television services, including installation and subscription charges directly to cable television provider. Each Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Unit, and for the cost of cable television use for their individual Unit.

If there were to be cable television service with respect to the public areas of the building, the charges will be borne by the Unit Owners as a Common Expense. Sponsor will not be obtaining cable television service for the public areas.

(8) Data Transmission: All Units are pre-wired for "high-speed" internet access. Each Unit Owner will be required to pay the service charges for internet services directly to the service provider.

(e) Sub-Soil Conditions

(1) The site has been designated by the New York City Department of Environmental Protection (DEP) for hazardous materials, air quality and noise (E-142). Remedial Action Work Plans (RAWP) were submitted to the Office of Environmental Remediation (OER). Remediation of the site, satisfying the requirements of the E-Designation for Hazardous Materials, were completed under the New York City OER Voluntary Cleanup Program (VCP). The Noise and Air Quality E-Designations were completed separately from the VCP. Associated project numbers are 16EHAN237M, 18CVCP065M, and 16TMP0332M.

For Air Quality, a Dedicated Outdoor Air System (DOAS) is installed to supply fresh air into the building, and installations of the DOAS gas vent and combined gas vent from the hot water heaters complies with the offset requirements. The DOAS will require maintenance as per the manufacturer's recommendation, and the incurring fee will be Common Expense.

For Noise Remediation, the apartment windows installed are to achieve an Outdoor/Indoor Transmission Class (OITC) of 31. Alternate means of ventilation is satisfied by the installation of the DOAS to deliver fresh air into the building.

For Hazardous Materials, the environmental data indicates two areas of concern (AOC): The presence of chlorinated volatile organic compounds (CVOCs) in soil vapor attributed to a known regional source (West 29th Street Plume), and the presence of petroleum-related VOCs in soil vapor related to bitumen-based damp proofing and/or waterproofing material adhered to the former 6-story building's cellar slab and subsurface foundation walls that will remain in place under the existing building.

In remediating the site for the AOCs, excavated soil were disposed off-site, a composite cover system was installed to prevent exposure to residual soil/fill, a

vapor barrier membrane was installed to prevent exposures from off-site vapor intrusion, and an active Sub-Membrane Depressurization (SMD) system was installed to depressurize and vent any accumulated gases beneath the floor slabs. A Site Management Plan (SMP) with descriptions of the engineering controls, operating and maintenance requirements, and annual site inspection and reporting requirements will be provided to the Condominium management.

The Sub-Membrane Depressurization (SMD) system will need to be inspected by an environmental engineer on an annual basis; a report for each inspection will need to be prepared and submitted to the OER. The annual inspections are not expected to include any air sampling unless warranted. The building superintendent will be required to inspect the active SMD system on a monthly basis and will be responsible for all routine maintenance. Any incurring fees will be Common Expense.

The complete site Management Plan report will be available at the sales office to all purchasers for review prior to contract signing.

NYC-OER website can be found here https://a002-epic.nyc.gov

NYC-DEC website can be found here https://dec.ny.gov

The site was enrolled in the New York City Voluntary Cleanup Program (VCP) (Site No. 18CVCP065M), which was administered by the New York City Office of Environmental Remediation (NYC OER). The VCP agreement between the NYC OER and Owner was executed on June 24, 2019. The site is under the regulatory oversight of the NYC OER pursuant to the Highline / West Chelsea Rezoning which placed E-Designations for Hazardous Materials, Noise, and Air Quality (E-142). The Noise and Air Quality E-Designations have been addressed separately from the VCP.

The site is remediated pursuant to a NYC OER-approved Remedial Action Work Plan (RAWP) and Decision Document (July 2019) and achieves a Track 4 Restricted-Use Restricted-Residential Use remedy. The residual contamination at the site includes semi-volatile organic compounds (SVOCs) in soil below the Track 4 site-specific soil cleanup objectives (SCOs).

Previous environmental reports and historical maps and records indicate that the former site buildings were used for residential, commercial, and/or manufacturing purposes since at least the early 1900s. The site was used for manufacturing purposes from at least 1927 through the 1970s (including an electrical company, bedding factory, and textile companies) with increasing commercial uses (including a jeweler and professional services companies) from the 1970s until construction of the former self-storage facility circa 1995. The site buildings were vacant from March 2016 until they were demolished in March 2019.

Site remediation included the removal of historic fill material, construction of a composite cover system, and soil vapor intrusion mitigation through the installation and operation of a waterproofing/vapor barrier membrane system and an active sub-membrane depressurization (SMD) system. The Track 4 remedy renders the property protective of the human health and the environmental, satisfies the Hazardous Materials E-Designation requirements, and includes the recording of a

Declaration of Covenant and Restrictions (DCR) to require the continued operation of the active SMD system, the preparation of a site management plan (SMP), and continued registration of the property with an E-Designation at the NYC Department of Buildings. The SMP prescribes requirements for the long-term management of residual contamination, including plans for operation, maintenance, monitoring, inspection, and certification of engineering controls (ECs) and institutional controls (ICs) in perpetuity. The building/property manager will be required to conduct monthly inspections and maintain the active SMD system to verify it is functioning as designed, and a professional engineer will be required to perform an annual inspection. The Track 4 remedy achieves closure for Spill No. 16-10851 under the authority of the New York State Department of Environmental Conservation (NYSDEC). Annual site inspections and certifications are estimated to cost $5,000 to $10,000.

A Remedial Action Report (RAR) and SMP was prepared and submitted to the NYC OER to document the completion of the remedial components described in the NYC OER-approved RAWP. In addition, a Noise and Air Quality Installation Report (IR) was prepared and submitted to the NYC OER to document compliance with the Noise and Air Quality RAP near the building. [NYC OER issued a Notice of No Objection for the premises Certificate of Occupancy on October 28, 2021 and determined that the site has satisfied all Hazardous Material, Air Quality and "Noise E Designation Requirements."]

The 2024 SMP certification report for 517-523 West 29th Street has been prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C. and filed with NYC OER on July 16, 2024.

Vegetable gardens and farming in residual soil/fill on the site are prohibited. Use of groundwater underlying the site without treatment rendering it safe for its intended use is prohibited.

All future activities on the site that will disturb residual soil/fill must be conducted pursuant to the soil management provisions of the SMP. The site is to be used for restricted residential use and will not be used for a higher level of use without prior approval by the NYC OER.

(2) Uneven Foundation Movement or Settling: The building is supported on caisson piles. No uneven foundation movement or settling has been observed.

(3) Evidence of Moisture, Seepage or Ground Water Infiltration: The subsurface conditions encountered at the site, prior to Building completion, consist generally of uncontrolled fill, underlain by sand and silt, overlying bedrock. A description of each stratum is given below in sequence of increasing depth.

Uncontrolled Fill [Class 7]: A layer of uncontrolled fill was encountered immediately below the existing slabs. This fill generally consists of coarse to fine sand with trace to some silt, gravel, and varying amounts of construction debris (e.g., brick). The fill layer extends approximately 5 feet below the cellar, corresponding to approximate el -1. The fill is considered not well-compacted and is classified as Building Code Class 7, Uncontrolled Fills.

Sand and Silt [Class 3a, 3b, 5a, 5b, and 6]: A layer of sand and silt was encountered below the uncontrolled fill. The sand consists of gray or brown, medium to fine sand, with varying amounts of gravel, silt and clay. Cobbles and boulders were encountered throughout the sand layer. The sand is classified as SM (Silty Sand), and SP (Poorly-graded Sand) in accordance with USCS, and as Building Code Class 3a (Dense Sand) and 3b (Medium-Dense Sand). A layer of clayey silt was encountered in two borings within the sand layer between approximate el -11 and -17. The clayey silt classified as ML (Low Plasticity Silt) in accordance with USCS, and as Building Code Class 5a (Dense Silts) and 5b (Medium-Dense Silts). An approximate 5-feet-thick pocket of black organic peat with roots was encountered at approximate elevation -1 foot in one boring at the site. The peat is classified as Building Code Class 6 (Peat).

Bedrock [Class 1b, 1c, and 1d]: Bedrock was encountered below the sand and silt layer at a depth of 28 to 37 feet below top of the cellar slab, corresponding to a top of rock between approximate el -19 and -33. Approximately 2-feet of decomposed rock was encountered above competent bedrock. The bedrock consists of a gray medium-hard, slightly- to moderately weathered, lightly- to severely-fractured Mica Schist with seams of Quartz. The bedrock is classified as Building Code Class 1b (Medium Hardness Rock), 1c (Intermediate-Hardness Rock), and 1d (Soft Rock).

Groundwater: Water was encountered in the test pit excavated from the cellar at approximately 1-feet below the top of the cellar slab, corresponding to an approximate el 3; however, water levels in the observation wells from 2015 were recorded to be between elevations -3 feet and -5 feet. Based on our observations and available information, el 3 feet is likely representative of the static groundwater level.

(4) Danger from Flooding, Mudslides or Erosion: The property is located in Flood Zone X, which is an area of minimal risk for flood and is outside the 1 percent and 0.2 percent-annual-chance floodplains. There is no noted danger from mudslides or erosion. The flood zone information was acquired from community panel map #3604970069F, revised September 5, 2007, issued by the Federal Emergency Management Agency (FEMA).

(f) Landscaping and Enclosures

(1) Grass Cover: Not Applicable.

(2) Plantings: Not Applicable.

(3) Trees: Not Applicable.

(4) Fencing: Not Applicable.

(5) Gates: Not Applicable.

(6) Garden Walls: Not Applicable.

(7) Retaining Walls: Not Applicable.

(8) Display Pools and Fountains: Not Applicable.

(g) Building Size

(1) Total Height: Approximately 119'-11" from the Base Plane Elevation to the top of slab at main roof.

(2) Crawl Spaces: Not Applicable.

(3) Number of Sub-Cellars and Cellars: Not Applicable.

(4) Number of Floors: There are 10 floors above grade, plus bulkheads at the roof level. The floor-to-floor heights of the Units are approximately 11'-6" to 12'-11". Actual clear height will be lower due to the thickness of slab, beams and installations of mechanical, electrical and plumbing systems, and will vary from floor to floor.

Living Rooms and Bedrooms, finish ceiling heights may vary from 10'-6" to 11'-10". Bathrooms, Kitchens, halls, foyers and closets finish ceiling height may vary from 8'-8" to 9'-4". Each Unit consists of the area described as follows: (a) measured horizontally, from the exterior side of the glass, blockwork or other exterior surface of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the exterior side of the opposite exterior wall or the center line of the demising wall separating one Unit from another Unit or the exposed surface of the demising wall separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements and (b) measured vertically, from the top of the concrete floor to the underside of the concrete ceiling of such Unit.

(5) Equipment Rooms: Mechanical Equipment Rooms are located at the 1st floor, Main Roof and Roof Bulkhead. Hot water heaters are located in the Boiler Control Room at the Main Roof. DOAS supply and exhaust units are located on the Main Roof. Condenser units and kitchen, dryer, and refuse room exhaust fans are located on the Main Roof and Roof Bulkhead.

(6) Parapets: The parapet and/or railing assemblies extend a minimum of 3'-6" above the roof finish.

(h) Structural System

(1) Exterior of Building: The building is constructed of reinforced concrete flat plates supported by concrete columns and shear walls. The lateral system is represented by the concrete central shear core walls. The superstructure resists wind and seismic forces as stipulated in 2014 New York City Building Code.

The ground floor slab is 16" thick and all upper floors will vary between 8" and 18" in thickness. The slabs are concrete flat plates and are supported by reinforced concrete columns, shear walls, and beams of varying sizes. The building's lateral system utilize reinforced concrete shear walls. Residential Units shall not have a floor impact insulation class (IIC) rating less than 50, in compliance with 2014 New York City Building Code.

The building is supported on a 11.875" diameter caisson piles with a capacity of 200 tons each. Along the building perimeters, the piles and caissons support reinforced concrete pile caps and/or grade beams which, in turn, support the columns, shear walls, and first floor slab. There is no underpinning on this site.

A sub-grade drainage system consists of perforated vapor collection pipe piping exhausted by a blower at the bulkhead roof to allow drainage. The foundation walls and floor slab are protected by vapor barrier membrane and 8" aggregate.

The piles, caisson, reinforced concrete pile and foundation wall systems are of recent 2020-2021 construction. (The Final CO was issued to the building on September 20, 2022.) At this time there is no evidence of improper or unsatisfactory structural conditions.

(i) Walls: The exterior walls are either brick veneer walls, Exterior Insulation Finish System (EIFS) walls, or insulated mass walls. The brick veneer walls on the south, north, east, and west facades are 1-hour rated walls with insulating value of R-11.825 continuous and R-13 cavity. The EIFS wall on the south and north facades are 1-hour rated walls with insulating value of R-11.7 continuous and R-13 cavity. The insulated mass walls on the east and west facades are 2-hour rated walls with insulating value of R-12.07 continuous. All party walls to adjacent buildings are 2-hour rated.

The 1st floor comprises concrete masonry units with a combination of brick veneer and aluminum cladding, and are 2-hour rated. The metal cladded wall has an insulating value of R-11.825 continuous. Roof and Bulkhead Roof levels comprise either concrete, concrete masonry unit (CMU), or metal stud-framed walls with EIFS with insulating value of R-11.7 continuous.

The walls are insulated and in compliance with the New York State Energy Code.

The Building is subject to the provisions of Local Law 11 of 1998, Facade Inspection and Safety Program (FISP), whereby the facades of every building 6 stories or higher must be inspected during specified cycles occurring at regular intervals, by a Qualified Exterior Wall Inspector (QEWI) at periodic intervals as set forth by the rule of the Commissioner, but such inspection shall be conducted at least every five years. The cost of these inspections and any necessary repairs resulting from these inspections shall be a Common Expense. The first FISP report will be due once five (5) years have passed since the Certificate of Occupancy was issued, which was September 20, 2022. The first FISP cycle will therefore be during the 10th Cycle, Sub-cycle C, filing window (Feb. 21, 2027 to Feb. 21, 2029).

(ii) Windows: Apartment window and building storefront assemblies throughout the building are double-glazed, casement-style aluminum frame windows with applied muntins and thermal break. All windows are Reynaers SL38 or units of equivalent size and quality, or better. Window sills generally consist of precast stone or metal sill (adjoining EIFS conditions) and window lintels are painted steel shelf angles. There are no lot line windows at the building. Reynaers Aluminum, the manufacturer,

includes a 30-year guarantee on surface treatment, 10-year guarantee on insulation, 10-year guarantee on properties, functionality and design, within restrictions defined by technical specifications, 5-year guarantee on wearing parts only applies to normal and realistically foreseeable use, and 2-year guarantee on electrical and wood components. Reynaers Aluminum warranty is in effect from September 20, 2020. Insulated glass units, consisting of 5/16" Guardian SN 70/37 Tempered #2, 1/2" Aluminum Spacer/Air/Silicone Filler, and 1/4" Clear Glass Tempered is under 10-year warranty for dirt, taint, evaporation, and manufacturing defects; PMG Metal and Glass, LLC warranty for the insulated glass units is in effect from September 30, 2021; however, thermal and mechanical breaks, and errors that may occur due to assembly mistakes, storage conditions and misuse are out of warranty. The installer, Westside Windows, provided a one year Labor Warranty, which expired July 29, 2022.

(iii) Landmark Status: The building is not located within a landmarked district and does not have landmark designation.

(2) Parapets and Copings: The roof parapet walls are masonry with aluminum railings and posts with tempered glass infill panels, and aluminum copings provided to a minimum height of 3'-6" above the finished roof. The parapets and copings are of recent 2020-2021 construction. The parapets and copings are in good condition.

(3) Chimneys and Caps: There are three chimney stacks extending through the bulkhead of the building. One stack is for the gas-fired hot water heaters, one stack is for the rooftop makeup air unit, and one stack is for the refuse chute mushroom vent cap. All flues are double-walled steel and enclosed in masonry, in conformance with New York City Building Code. Chimneys are lined and capped with an IMC 511.1.5 compliant explosion safety vent cap. The chimney and caps are of recent 2020-2021 construction. The chimneys and caps are in good condition.

(4) Balconies and Terraces: There are no balconies at the building. Terraces are provided appurtenant to Penthouse Units PHA, PHB, PHC and PHD along the 9th and 10th floors.

(i) Deck Finish: Roofblok precast concrete paver systems. The deck finish is of recent 2020-2021 construction. The concrete paver systems are in good condition.

(ii) Balustrade: Not Applicable.

(iii) Edge Protection: The terrace parapet walls are masonry with aluminum railings and posts with tempered glass infill panels provided to a minimum height of 3'-6" above the finished roof. The terrace parapet masonry walls with metal railings and glass infill panels are of recent 2020-2021 construction. The terrace parapet masonry walls are in good condition. Glass infill panels do not create a "ladder effect".

(iv) Copings: Aluminum coping covers. The metal coping covers are of recent 2020-2021 construction. The metal copings are in good condition.

(v) Soffits: Not Applicable.

(vi) Doors to Balconies and Terraces: Doors to terraces are operable Reynaers SL38 to match windows or units of equivalent size and quality. Doors are double-glazed, casement-style aluminum frame assemblies with applied muntins and thermal break. The terrace doors are of recent 2020-2021 construction. Terrace doors are in good condition.

(vii) Drainage: Surface mounted roof drains under paver systems.

(5) Exterior Entrances:

(i) Exterior Doors and Frames: The main entrance doors are swing doors with aluminum frames and fixed glass panes and thermal break manufactured by Reynaers with a keyed electronic magnetic lock releasable both by key from the exterior and remotely at the concierge station in the lobby. The exterior doors are of recent 2020-2021 construction, and are in satisfactory condition.

(ii) Vestibule Doors and Frames: The lobby doors into the main entrance vestibule are similar assemblies comprised of aluminum frames with fixed glass panes and thermal break. The doors are of recent construction 2020-2021 construction, and are in satisfactory condition.

(iii) Exterior Stairs: There is an exterior steel stair leading from the main roof to the mechanical roof bulkhead. The metal stair is recent 2020-2021 construction, and is in good condition.

(iv) Railings: Not Applicable.

(iv) Mailboxes: Resident aluminum mailboxes are located in the elevator vestibule. There are no exterior mailboxes or mail slots. The mailboxes are of recent 2020-2021 construction, and are in good condition.

(v) ADA Entrance: ADA compliant entrances are provided.

(vi) Lighting: The exterior entrance lighting is surface mounted wall sconces and vestibule is provided with recessed ceiling lighting.

(6) Service Entrances:

(i) Doors and Frames: There is no service entrance. There is one entrance to the building from the 1st floor of the parking garage. This entrance is through a painted hollow metal door with a keyed lock.

(ii) Gates: Not Applicable.

(iii) Exterior Stairs: Not Applicable.

(iv) Railings: Not Applicable.

(7) Roof and Roof Structures:

(a) Type of Roof for All Areas:

(b) Material: The roofing system at the terraces (limited common element) and main roof level is an Inverted Roof Membrane Assembly (IRMA) and a monolithic membrane roof below precast concrete paver. The bulkhead roof is a cold fluid applied roof with coverboard.

(c) Insulation: Rigid insulation with a minimum R-value of 30. The overall building meets the requirements of ASHRAE Standard 90.1-2013.

(d) Surface Finish: The surface finish is either precast concrete pavers installed as a walking surface or cold fluid applied roofing, as part of the installed roof assembly as accepted by the roof manufacturer (Soprema) to retain the roof warranty. The roof surfaces finished with precast concrete pavers are suitable for daily foot traffic.

(e) Bond or Guarantee: 20-year No-Dollar-Limit manufacturer's warranty (covering labor and materials) issued by Soprema, valid as of September 6, 2021.

(f) Flashing Materials including Counterflashing: Metal cap, metal base and fabric reinforced flashing are installed as part of the roofing system; PAC-CLAD prefinished sheet and coil aluminum and steel flashing and counterflashing are of recent 2020-2021 construction, and are in satisfactory condition.

(ii) Drains:

(a) Location, Material and Type: The main roof is pitched towards cast iron drains which are connected to the building's internal stormwater system (10" main roof drain and 8" overflow drain), in compliance with the 2014 New York City Building Code. The elevator/mechanical bulkhead roof also drains to the internal stormwater system through a metal mesh strainer. Drains located on the private and public terraces will need to be maintained by the individual Unit Owners and the Condominium Association. No scuppers, drip pans, or leak detection have been provided for roof drains over residential Unit Owners. A procedure to determine liability for leak damage to a Residential Unit below and resolution and repair of leaks shall be determined by the Condominium Association.

(b) Gutters and Leaders: Not Applicable.

(iii) Skylights: Not Applicable.

(iv) Bulkheads: There are a total of two bulkheads at the building: the stair bulkhead of Stair A; and the combined elevator/mechanical bulkhead of Stair B. The stair and elevator enclosures will be part of the roof bulkhead. The roof bulkhead walls are constructed of cast-in-place concrete or CMU walls.

(a) Stairs: The stair enclosure terminate at the roof level, adjacent to the elevator vestibule, in compliance with New York City Fire Code Chapter 10.

(b) Elevator: The passenger elevators stop at the main roof level and are part of the bulkhead. The roof bulkhead walls are constructed of cast in place concrete or concrete masonry unit walls.

(c) Other: Not Applicable.

(v) Metal Work at Roof Levels:

(a) Exterior, Metal Stairs: round tubing factory-welded handrails are attached to the steel stairway as required. The height complies with the 2014 New York City Building Code.

(b) Vertical Ladders, Including Gooseneck: One (1) metal ladder provides access from Stair A to the bulkhead roof level, and one (1) metal gooseneck ladder provides access from the Mechanical Bulkhead Roof to the Elevator Bulkhead Roof.

(c) Railings: Not Applicable.

(d) Hatches to Roof: One (1) aluminum roof hatch allows access between Stair A and the stair bulkhead roof.

(vi) Rooftop Facilities: A common access roof terrace at the main roof level is accessible as an amenity space to Unit Owners. No rooftop antennae, cell phone tower, satellite dishes, or lightning protection equipment is present. A total of 1,647 square feet of outdoor recreational space is provided on the main roof with a maximum occupancy of 73 persons for passive recreational use. No furniture or equipment is provided by the Sponsor; occupants cannot obstruct egress paths. The main roof of the building is located above 100 feet in height, and is thus exempt from the rooftop access and obstructions provisions delineated in the 2014 NYC Fire Code, Section FC 504.4.

(8) Fire Escapes: Not Applicable.

(i) Location: Not Applicable.

(ii) Floors Covered: Not Applicable.

(iii) Drop Ladder: Not Applicable.

(iv) Type: Not Applicable.

(v) Materials: Not Applicable.

(9) Yard and Courts: There is a private outdoor garden space with barbecue area accessible as an amenity space to all Unit Owners. A rear yard of 30-feet is required, with the amenity garden space located on east side of the rear yard. The amenity garden space is approximately 30-feet deep and 41'- 4½" wide. The outdoor garden space is a common element and accessed from a hallway and door north of the elevator corridor.

(i) Paving: The southwest portion of the building has a concrete paved driveway for access to the garage area.

(ii) Drainage: The driveway drains to the street and to a cast iron yard drain.

(iii) Railings: Not Applicable.

(iv) Stairs: Not Applicable.

(v) Fencing: Not Applicable.

(vi) Walls: There is a concrete masonry unit (CMU) wall separating the garage area and private outdoor garden space. The wall is of recent 2020-2021 construction, and is in satisfactory condition.

(10) Interior Stairs:

(i) Number of Stairs of Each Type: There are two main egress stairs serving the building, Stair A and Stair B. The stairways are accessed from each floor level and provide egress to the lobby area and roof. Each duplex Unit has one private stair within the Unit. The stairs are of recent 2020-2021 construction, and are in good condition.

(ii) Enclosure: Fire stairs are enclosed in 2-hour rated partition or concrete walls, in compliance with the 2014 New York City Building Code.

(iii) Stair Construction: Common stairs are of concrete construction. Stairs within duplex units are steel framed open stairs.

(iv) Stringers: Common stairs are all concrete construction. Duplex unit stairs have steel stringers.

(v) Treads: Common stairs are all concrete construction. Duplex unit stairs have metal pan and wood treads.

(vi) Risers: Common stairs are all concrete construction. Duplex unit stairs are steel construction with wood risers and treads.

(vii) Guardrails: Common stairs will have a painted steel pipe railing. Duplex unit stairs have a metal architectural railing system, which will be in compliance with 2014 New York City Building Code.

(viii) Balustrade: Balustrades in common stairs required will be painted steel. Duplex unit stairs have partial height gypsum wall board construction.

(11) Interior Doors and Frames:

(i) Unit Entrance and Interior Doors and Frames: The entrances door to each Unit are self-closing and fire resistant 90-minute assemblies. The doors and frames are constructed of hollow metal and meet New York City Building Code requirements. The interior doors in each Unit are wood with wood frames. The doors and frames are of recent 2020-2021 construction, and are in good condition.

(i) Corridor Doors and Frames: Corridor doors and frames are self-closing hollow metal and fire resistant to 90-minutes and in compliance with New York City Building Code requirements. The doors and frames are of recent 2020-2021 construction, and are in good condition.

(ii) Stair Hall Doors and Frames: All common stair doors and frames are self-closing hollow metal and fire resistant to 90-minutes and in compliance with New York City Building Code requirements. The doors and frames are of recent 2020-2021 construction, and are in good condition.

(iv) Roof Doors, Basement Doors and Frames: All roof doors and frames are hollow metal and in compliance with New York City Building Code requirements. The doors and frames are of recent 2020-2021 construction, and are in good condition.

(12) Elevators: Rotavele Elevator is the elevator contractor. All maintenance, repairs, and inspections shall be borne as a Common Expense. The elevators are of recent 2020-2021 construction, and are in satisfactory working condition. There is no warranty in place from the original installation.

(i) Number of Passenger and Service Elevators: There are two passenger elevators (PE1 and PE2). There are no service elevators for this building.

(ii) Manufacturer and Capacity: PE1 and PE2 will be passenger-rated at 3,500lbs capacity, manufactured by Rotavele Elevator, Inc. or similar.

(iii) Type of Operation for Each Elevator by Elevator Number or Location in Building: Duplex selective collective although the passenger cars will be provided with auxiliary control to operate as simplex cars for building service functions.

(iv) Type of Controls: Automatic.

(v) Floors served: Lobby, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, Main Roof.

(vi) Type: Gearless Machine Type/Machine Room-Less (MRL).

(vii) Doors: 3’-6” wide (open clearance) single speed side slide door.

(viii) Location of Elevator Service Rooms: Control room is located on the main roof level.

(ix) DC Motor Manufacturer: Not Applicable.

(x) AC Motor-Generator Set Manufacturer: Torin Drive.

(13) Elevator Cabs: The elevator cabs are of recent 2020-2021 construction, and are in satisfactory condition. There is no warranty in place from the original installation.

(i) Kind (manufacturer): United Cabs, Inc. (all elevators).

(ii) Floor (material): Tile.

(iii) Walls (material): Stainless steel panels with stainless steel handrail.

(iv) Ceiling (material): Aluminum frames with infill translucent panels.

(v) Lighting (description): LED indirect lights.

(vi) Alarm, Safety System: Special Emergency Service Phase 1 and 2 will be provided. Alarm, help, and stop buttons are provided, and the help button provides a call via a hands-free phone with indicator light to confirm help is on the way.

(i) Auxiliary Facilities

(1) Laundry Rooms: Washer/dryers electrical, gas and water connection hook-ups will be provided within each unit. Laundry closets are mechanically ventilated via rooftop fans per code requirements, and have leak detection/auto-shutoff provisions. Refer to Appendix A for appliance schedule. The clothes washer/dryers supplied are of recent 2020-2021 installation, and are in satisfactory working condition.

(2) Refuse Disposal:

(i) Incinerator(s): Not Applicable

(ii) Compactor(s): The refuse chute is located off the public corridor at the refuse room on the residential corridor. The refuse chute discharges into a compactor located at the 1st floor level. Building personnel will then take compacted refuse to the street via exterior doors for pickup up by New York City Department of Sanitation. Compactor is manufactured by Chutes Enterprises, model CE-150 or approved equal.

(iii) Approvals by Authority having Jurisdiction; The authorities having jurisdiction of the building's refuse disposal are the New York City Department of Buildings and the New York City Department of Sanitation.

(iv) Initial Storage Location: Compactor refuse is stored within the compactor room until being transferred to the West 29th Street public sidewalk.

(v) Pick-Up Schedule: Refuse and recycling removal is performed the New York City Department of Sanitation (public provider). The removal pick-up schedule is as follows:

Refuse: Tuesday, Thursday Saturday
Recycling: Saturday

(3) Amenity Spaces: Fitness Room with a capacity of 15 occupants is provided on the 1st floor. Equipment furnished with the Fitness Room include: two (2) treadmills; one (1) elliptical machine; two (2) stationary bicycles; one (1) rack with Olympic bar, plate set, lockjaw and bench; one (1) dual pulley machine; one (1) rack of dumbbell set with bench; and one (1) multi-strength machine. The Fitness Room is monitored by one (1) security camera and the entrance doors are furnished with a keyless door entry system. Sponsor may elect to replace or substitute Fitness Room equipment, where applicable.

(4) Bike Storage: Bicycle storage area is provided for 30 bicycles with wall mounted racks on the 1st floor. (The residential parking, west side covered bicycle parking area is 129 square feet in area, and the east side covered bicycle parking area is 175 square feet in area.) The bicycle storage area is located in the secured rear yard resident accessory parking area and accessed by a pedestrian door adjacent to the car garage door. The bicycle storage is monitored by one security camera at the parking area, and one security camera along the driveway. Bicycle storage is of recent 2020-2021 construction, and in good condition.

(5) Storage: No individual storage units are provided.

(6) Mail/Package: The mail/package room is located adjacent to the front desk, a keyless door entry system allows access to the room by building staff only, for mail/package distribution to individual residents.

(j) Plumbing and Drainage

(1) Water and Sewer: Potable water is supplied from the New York City public water system via a 3" water service entering the building from West 29th Street. The service is metered at the point of entry with a single Master City Meter. Fire Protection Systems is supplied from the New York City public water system via a 6" fire service entering the building from West 29th Street. 8" combined building sewers exit the building into the New York City Department of Environmental Protection combined storm/sewer system on West 29th Street. The charges for water and sewer service provided to the Building (including the Units and in the common areas of the Building) will be levied on the basis of a Master City Meter and borne by the Unit Owners as a residential common expense. Cold water piping system is insulated with ½" fiberglass pipe insulation as per New York State Energy Conservation Code.

(2) Water Supply: Potable water is supplied via New York City public water system. A 3" domestic water service is provided from West 29th Street. The water pressure is 30 psi at the topmost plumbing fixtures in the building and maintained by means of an automatic constant pressure booster system. A duplex 7.5HP domestic water booster pump with automatic pressure controls, manufactured by Callaghan Pump

& Controls, Inc., maintains water pressure within the Code required limits. There is a single water meter for all Units. Domestic water service is provided with a reduced pressure zone (RPZ) backflow preventer and water meter in accordance with New York City DEP requirements. The main shut-off valve is located in the Water Meter Room on the ground (1st floor) level.

No rooftop water storage tanks will be provided for domestic cold water.

(3) Fire Protection System: The Building is fully sprinklered throughout via a combination standpipe and wet sprinkler combined system in accordance with New York City Building Code and NFPA 13. An EPAC automatic centrifugal fire pump rated 750 gpm at 115 psig provides the fire service water pressure. The EPAC warranty has expired; all maintenance and repairs inspections shall be borne as a Common Expense.

(i) Standpipes: The residential floors are served by combination standpipe and sprinkler riser located in each side of the main scissor stair enclosure. A third sprinkler riser is located near the refuse chute. A drain riser is provided in accordance with Code alongside the sprinkler risers.

Piping are Schedule 40 steel with rolled or cut grooved or threaded joints.

(ii) Hose Racks, Hoses and Nozzles: A 2½ inch hose valve with cap and chain are located at fire standpipe riser at each floor. A central hose station is located at the 1st floor level lobby and 10th floor. The hose cabinet includes the necessary devices and 375' hose in accordance with New York City Building Code and Fire Department.

(iii) Sprinkler Heads: Sprinkler heads concealed, pendant, sidewall or upright configurations as required to meet space conditions.

(iv) Siamese Connection: One (1) Siamese 3" by 3" by 6" connection is located at the grade level on West 29th Street in accordance with New York City Building Code and FDNY requirements.

(4) Water Storage Tank and Enclosures: A secondary water supply to the fire pump is not required based on the building's height and seismic classification.

(5) Water Pressure and How Maintained: The domestic water pressure is maintained by means of an automatic constant pressure duplex booster system, manufactured by Ebara Pumps Americas Corporation (EPAC) to provide a minimum range of 20 psig to 30 psig at all fixtures. The domestic pump system is provided with cushion tank (or approved equal). The fire service water pressure is maintained by an automatic centrifugal fire pump rated 750 gpm @ 115 psig. EPAC warranty is expired; all maintenance and repairs inspections shall be borne as a Common Expense. The pumps are of recent 2020-2021 installation, and are in good, working condition.

(6) Sanitary Sewage System:

(i) Sewage Piping: Sanitary sewage is conveyed by gravity via vented soil and waste branches, stacks and house drains, to combined house sewer.

Drainage and vent piping are no-hub cast iron piping above grade with standard couplings consisting of stainless-steel shield/clamp assembly and one-piece rubber sealing sleeve. Drainage and vent piping are hub spigot with neoprene joints below grade.

(ii) Sewage Pumps: Two (2) 1 HP duplex sump pumps, manufactured by Liberty Pumps, Inc. LE100-Series model, located in a concrete basin pump wastewater, sewage from the 1st floor level to the sanitary pipe downstream of the house trap. An elevator sump pump is provided for each elevator pit. The pumps are of recent 2020-2021 installation, and are in satisfactory, working condition.

(iii) Sewage Disposal: All sewage and storm drainage risers connect to separate house sewage and storm mains, which converge before entering the City's municipal sewer system. The main house traps for the sewage and storm drainage systems are embedded within the ground (1st floor) level slab.

(7) Permit(s) Required: All permits were obtained by the plumbing and sprinkler contractors. Approval was obtained from the New York City Department of Environmental Protection for one 3-inch domestic water service connection from West 29th Street and one 6-inch fire service connection from West 29th Street. Approval was obtained for one 8-inch diameter combined sanitary/storm sewer connection located on West 29th Street. Plumbing and sanitary sewage system site connections permits were issued on March 26, 2021.

(8) Storm Drainage System: Roof drains at the main roof and terraces are cast iron no-hub piping system piped to the concrete detention tank located below the Bicycle Storage area. The size of each below-ground detention tank is 1,675 gallons. Discharge from the detention tanks shall be pumped to the downstream of the 8-inch combined sewer before leaving the building.

(i) Catch Basins: Not Applicable.

(ii) Yard and Roof Drains: Roof and terrace drains are located on the roof and terraces. Drains located on the private and public terraces will need to be maintained by the individual Unit owners and the Condominium Association.

(i) Piping: Cast iron piping are no-hub cast iron piping with standard couplings consisting of stainless-steel shield/clamp assembly and one-piece rubber sealing sleeve.

(ii) Eject or Sump Pumps: See item (j)(5)(ii) of this report for information concerning sump pumps.

(k) Heating

(1) Heating and Distribution: The primary heating source is provided by means of Variable Refrigerant Flow (VRF) systems, Multi V models of various capacities, ranging in nominal capacity between 2- and 4-tons, as manufactured by LG Electronics, with heating efficiency ranging from 9.00 to 9.50 HSPF (required 7.70 HSPF). This is a split system composed of a high-efficiency outdoor air-cooled

condensing heat pump unit located on the roof and multiple indoor fan coil units located in each Unit. Although this equipment requires electric power, the source of heat is the energy of the outside air that can be extracted by the heat pump operation of the mechanical equipment from air temperatures as low as -4°F (the winter design outdoor temperature in New York City is 12.6°F). The electric power required by the equipment is only used to move this energy to the inside of the building, not to heat the space. The typical units are single zone with a controller and a thermostat located in the living room and for duplex units in the building, multi-zone with thermostat located in the living room and bedroom. Single zone units are also provided for select common areas (i.e., lobby and fitness room) and mechanical/equipment rooms (i.e., telecom and elevator machine rooms).

The systems are designed to maintain a 70°F dry bulb indoor space temperature in the residential units when the outdoor air temperature is 5°F dry bulb.

The VRF heating system is of recent 2020-2021 construction, and are in good working condition. There is no active warranty in place for the LG systems throughout the building. Per ASHRAE's Equipment Life Expectancy Chart, the anticipated remaining useful life of the heat pumps is at least ten (10) years.

(2) Domestic hot water is provided by means of two (2) new domestic hot water tank heaters each rated for maximum 199,000 BTU/h gas consumption. The water heaters are Rinnai hybrid CHS199100CU and located in the roof level Boiler Control Room. Each tank heater has a 119-gallon capacity. The domestic hot water system was sized using a peak demand usage per person for a medium consumption of 0.7 gal/5 minutes period.

Domestic hot and cold water is distributed to each Unit by means of type "L" copper pipe distribution system. All hot water piping system are insulated with 1" fiberglass pipe insulation as per ASHRAE 90.1-2013. The domestic hot water tank heaters are of recent 2020-2021 construction, and are in good working condition. There is no warranty in place for the water heaters. Per ASHRAE's Equipment Life Expectancy Chart, the anticipated remaining useful life of the water heaters is at least eight (8) years.

(i) There is no boiler associated with this project.
(ii) There are no instant hot water devices in this project.

The hot water heaters comply with the energy efficiency requirements of ASHRAE 90.1-2013 and are certified to 97% thermal efficiency.

(3) Piping, Insulation, Pumps: All domestic hot water piping are type "L" copper tubing and receive a minimum of 1" thick insulation with value of R-4.3. The insulation for Air Distribution Ducts is installed in accordance with New York City Building Code, New York City Mechanical Code, ASTM, UL, NFPA, NYC-ECC (ASHRAE 90.1-2013). Insulation are 1-½" thick 6 lb. rigid board; 1-½" thick, ¾ lb. density glass fiber blanket; and NFPA 96 compliant fire-resistant duct wrap.

(l) Gas Supply

(1) Type: Low pressure natural gas service provided by Con Edison.

(2) Meters: Common meter(s) are provided for the Units' gas cooking and clothes dryers. A separate metered gas for mechanical use for domestic hot water heating and for the rooftop outside air supply unit is provided. Gas supplied to the Unit for cooking and clothes dryers will be paid as a Common Expense. A gas booster pump is provided on the roof to boost the gas pressure required for the water heaters and rooftop outside air supply unit.

(3) Piping: All gas piping is black steel Schedule 40 pipe with malleable iron fittings.

(m) Air Conditioning

(1) A Variable Refrigerant Flow (VRF) system (served by the same heat pump equipment for the heating system described above) provides air conditioning to all the Units and common spaces in the building via ducted wall/ceiling linear diffusers. A separate system is provided for each unit with the outdoor condensing unit located on the roof level. Each air conditioning system is connected to the individual electric meter associated with each Unit. Each apartment is provided with a wall-mounted thermostat, manufactured by LG Electronics, located within the living space to control indoor temperature. Outdoor units will not be shared between unit owners. The air conditioning system is sized based on an outdoor temperature of 87°F dry bulb/72°F wet bulb and an indoor temperature of 75°F dry bulb, 50% relative humidity. The units have a cooling efficiency range of 17.00 SEER (required 13.00 SEER). Insulation is glass fiber wrap with vapor barrier, 2-inches thick, 1-1/2 PCF density with a minimum R 3.5 value and exterior ductwork is insulated with closed cell foam board 2-inches thick with a minimum R-6 value. The corridor is heated, ventilated and air conditioned by a packaged rooftop gas-fired unit located on the main roof. Equipment is properly isolated and insulated to minimize equipment vibration and noise from reverberating into the apartments below. Exterior metals are protected against corrosion. All relevant piping is properly insulated. The air conditioning systems are of recent 2020-2021 construction and are in good working condition. There is no active warranty in place for the air conditioning systems within the building. Per ASHRAE's Equipment Life Expectancy Chart, the anticipated remaining useful life of the heat pumps is at least ten (10) years.

(n) Ventilation

(1) Units: Units are provided with make-up air via a riser from a dedicated outdoor air system (DOAS) unit located at the roof level. The make-up air is ducted to the space. In addition, Variable Frequency Drives (VFDs) are utilized to regulate the amount of air required based on kitchen exhaust operation. Based on the acoustical evaluation by consultant Robert A. Hansen Associates, Inc., and based on the acoustical evaluation of site conditions and manufacturer's sound data for operation of condenser fans serving the DOAS unit, it was concluded the sound levels propagated towards the nearest residential dwelling at a distance of 3'-0" from an opened window will range from 39 to 41 dBA.

The installation of the DOAS and associated acoustic elements, concluded by the acoustical consultant, achieve compliance with Section 24-227 and 24-232 of the New York City Noise Control Code (Local Law 113).

(2) Residential Bathrooms: Residential bathrooms are ventilated with a continuous point source fan exhausting a minimum of 30 cubic feet of air per minute from each bathroom. The toilet exhaust is extracted from the toilets to the outdoors via an exhaust fan within the energy recovery unit located at the roof of the building. The system and placement of the exhaust outlet shall be constructed in compliance with the 2014 New York City Building Code.

(3) Residential Kitchens: Kitchens are ventilated with an exhaust system, which has been designed to allow for smoke exhaust, exhausting a minimum of 300 CFM per kitchen. Exhaust fans located at the roof level will extract air from the kitchens to the outdoors. The system and placement of the exhaust outlet are constructed in compliance with the 2014 New York City Building Code.

(4) Washer/Dryer: Each Unit has a dedicated room/closet for a washer/dryer. An exhaust system is utilized to exhaust 200 CFM from each washer/dryer closet. Exhaust fans located at the roof level will extract air from the dryers to the outdoors.

(5) Public Corridors: Typical floor corridors are provided with conditioned outside air via the make-up air unit. Back of house areas are exhausted and ventilated as required and in compliance with the 2014 New York City Building Code. There is no cellar level for the building.

(6) Refuse Rooms: Refuse rooms are provided with an exhaust system, with an exhaust fan located at the bulkhead roof level to extract air from the refuse rooms to the outdoors.

(o) Electrical System

(1) Service from Main Service Switchgear: The main electrical service enters the building underground from West 29th Street. The service has the capacity of 2,600 amperes at 120/208 volts, 3-phase. Fused switches protect the wiring in accordance with the New York City Electrical Code. Feeders run to meter banks located in the 1st floor level Electrical Room to serve apartments. All feeders are insulated copper conductors in metal conduit.

(2) Service to Individual Units: Each Unit has a dedicated circuit breaker panel, which contains circuits for air cooled condensing units, small appliance circuits, general lighting and convenience receptacle circuits and dedicated circuits for large appliances, including dishwashers, ovens, refrigerators, washing machines and clothes dryers. Each Unit Owner is separately metered. Unit circuit breaker panels will include a minimum thirty (30) pole spaces.

The residential services are 120/208V, single-phase (3-wire) with panel ratings ranging from 125A to 200A. Ground Fault Circuit Interrupters (GFCI) are provided as per latest applicable New York City Electrical Code requirements.

(3) Compartment Switch Gear: The electrical service room, switchboards and distribution panels are located at the ground (1st floor) level. There is a separate master meter to measure all building loads. All apartments are individually sub-metered from four (4) meter banks. The load for all apartments is fed from a separate tenant distribution panel.

(4) Unit Service: The panel board serving unit load is rated to comply with New York City Code and take into account all equipment provided in Units, such as washing machines, clothes dryers, dishwashers, microwaves, etc. There is no emergency or standby generator for the building.

(5) Adequacy:

(i) Service: The minimum electrical distribution to individual Units is as follows: Studios: 120/208V, single-phase (3-wire), 125A; One Bedroom apartments: 120/208V, single-phase (3-wire), 125A; Two Bedroom apartments: 120/208V, single-phase (3-wire), 125A; Two Bedroom Duplex apartments: 120/208V, single-phase (3-wire), 200A; and Penthouse Duplex apartments: 120/208V, single-phase (3-wire), 200A. The design of the electrical distribution to the individual Units may be increased where required. Apartment panels are load center type with plug-in circuit breakers.

(ii) Lighting and Fixtures: Switched lighting LED-type fixtures are provided in bathrooms, hallways and kitchens. Refer to Appendix B for lighting schedule.

(iii) Convenience Outlets, Appliance Outlets: Switched receptacles are provided in each bedroom and foyer in compliance with National Electrical Code. Ground fault receptacles are provided in all bathrooms, above kitchen counters, where applicable. Appliance receptacles are provided in kitchens and laundry closets. Convenience receptacles are provided to meet the requirements of the National Electrical Code.

(5) Intercommunication and/or Door Signal Systems: Hardwired intercommunication systems are provided at the Lobby Attendant's Station and at each Unit. All electrical expenses incurred are a Common Expense. Maintenance expenses incurred within the Unit will be subject to the Unit Owner's responsibility. The intercommunication systems are of recent 2020-2021 construction and are in satisfactory working condition.

(6) Closed-Circuit Television (CCTV): Hardwired CCTV is provided. All electrical and maintenance expenses incurred will be a Common Expense. CCTV is of recent 2020-2021 installation and in satisfactory working condition.

(p) Intercommunication, Door Signal Systems, and CCTV

Telephone services are provided for all Units. The building has back bone infrastructure for multiple service providers, but it will be the Unit Owner's obligation to arrange for the service for the Unit. All charges for telephone service (including installation and subscription charges) will be paid by each Unit Owner, who subscribes directly to the telephone company. Wiring is installed in each Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's expense. The telephone charges with respect to the public areas of the building (such as the concierge's desk, maintenance offices, etc.) will be a Common Expense.

Each Unit is provided with a hard wired Aiphone model number GT-1A or equivalent audio only tenant station system which communicates with the lobby attendant. Manufacturer's one (1) year standard warranty applies and is expired. The intercommunication systems are of recent 2020-2021 construction and in satisfactory working condition.

There is a stationed 24-hour Lobby attendant. The lobby attendant's station is provided a hard wired Aiphone model number GT-MKB-N or equivalent video guard station capable of communicating with the audio only tenant station system in every Unit. A keyless door entry system is provided for all the exterior doors, Super's Office, Package Room, Fitness Room, Parking and Bicycle Storage Area, and door to Driveway from elevator lobby. The lobby attendant's station is provided with Access Control Switch for engaging/disengaging the electromagnetic locks for the main entry doors and vestibule doors in the 1st Floor Lobby to the sidewalk.

CCTV system monitors specific public and secure areas with cameras connected to a Video Management System, manufactured by Hikvision. These areas include: sidewalk, 1st Floor Lobby, Package Room, Driveway, Parking and Bicycle Storage Area, rear yard, Fitness Room, 1st Floor elevator lobby, Main Roof elevator corridor, and Main Roof terrace. CCTV is of recent 2020-2021 installation and in satisfactory working condition.

(q) Public Area Lighting

Common Interior Areas: Entrances to the building at grade are provided with a minimum of one lighting LED-type fixture. Lobbies are provided with ceiling mounted and/or recessed downlight fixtures. Emergency-designated light fixtures throughout the building paths of egress maintain at least 1 foot candle at all times with 90-minute power reserve. All lighting levels are designed in accordance with the New York City Building Code and the Housing Maintenance Code. Refer to Appendix B for lighting fixture schedule.

(r) Garages and Parking Areas

There is unattended parking area provided at the rear of the building and accessed by means of a vehicular entry driveway entered at grade level at a sidewalk curb cut along West 29th Street.

(1) Location: The parking area is located at the ground (1st floor) level.

(2) Access: A cast-in-place reinforced concrete driveway provides vehicular access to the parking area from West 29th Street. There is one separate internal doorway with a keyless door entry system to access the garage from the lobby area. This doorway facilitates emergency egress or access and leads to the lobby area.

(3) Capacity: Unattended residential parking for approximately six (6) standard vehicles and two (2) compact vehicles. Additionally, there is one (1) ADA-Compliant Van Accessible parking space, which is 8'-0" wide by 24'-0" long for the vehicle plus a 5'-0" wide by 20'-0" long clear aisle on the passenger's side. The parking area is constructed in compliance with the 2014 New York City Building Code and 2018 New York City Zoning Resolution. The dimensions within the Parking Area allow individual parking spaces to comply with ZR 25-62. Accessory off-street parking spaces are permitted in developments for Community District 4 at not more than 20% of the total number of new dwelling units [nine (9) total

parking spaces]. The right to use a designated parking space is being offered for sale by Sponsor to purchasers of Units on a first-come, first-serve basis. The sponsor may rent any off-street parking spaces to non-residents of the building, for periods of not less than one week and not more than one month. All off-street parking spaces shall be made available to residents within 30 days after written request made to the sponsor by such residents.

(4) Electric Vehicle Charging Stations: The building complies with Local Law 130 of 2013 and Section 406.7.11 of the 2014 NYC Building Code in that the electrical system can support at least 20% of the parking spaces for electrical vehicles (EV). The electrical room that supplies power to the parking area has enough space for an electrical supply panel that can provide 3.1 KW of capacity to at least 20% of the parking spaces. Electrical conduits that supply power to the sewage ejector pumps and standpipe heat trace system located in the parking area can provide a minimum of 11.5 kVA to future EV electrical supply equipment. Local Law 55 of 2024 requires owners of garages with 10 or more parking spaces to install chargers. Compliance to Local Law 55 of 2024 is therefore not required. No electrical vehicle charging stations are provided by the Sponsor.

(5) Surfaces: The parking area floor slab is constructed of reinforced concrete with concrete columns and shear walls supporting cast-in-place concrete slabs. Floor slabs are either exposed concrete slabs or coated with an applied traffic coating, pitched toward three (3) cast iron floor drains located within the parking area to promote drainage. The parking surface is of recent 2020-2021 construction, and is in satisfactory condition. Walls are comprised of exposed cast-in place concrete foundation walls as well as painted CMU blocks in areas. Ceilings consist of exposed flat concrete slabs. The garage door is a powder coated galvanized steel assembly, manufactured by United Steel Products (USP), Model 300 rolling door. The garage opening is 8'-2" height by 12'0" width. The roll up door is complete with a curtain, hood, guides, counterbalance, and ½ HP industrial motor.

(6) Garage ventilation: None (open to exterior).

(7) Garage fire protection: None.

(7) Drainage: The floor slabs are pitched to drains at the slab centers from high points between the column lines. The garages drain to the New York City storm water system through underground piping.

(8) NYC Local Law 126-21: The Garage is subject to the provisions of Local Law 126-21 of 2021, NYC Periodic Inspection of Parking Structures (PIPS); under the law, a New York State licensed professional engineer designated as a Qualified Parking Structure Inspector (QPSI) will need to assess the building's structure and appurtenances. The QPSI must have a minimum of three years of relevant experience in parking structures and undergo a formal certification process by the New York City Department of Buildings (DOB). They are responsible for assessing the building's structure and appurtenances and filing a condition assessment report with the DOB. Additionally, the QPSI must also develop a unique annual observation checklist during the initial condition assessment containing baseline items that must be inspected annually or at more frequent intervals. Initial compliance reports for newly constructed buildings must be filed 6 years from the date of initial TCO/CO issuance within the property's sub-cycle filing window.

This building is in sub-cycle A, and 6 years from the date of the CO would be Sept. 20, 2028, which falls out of the Cycle 1 filing window (ends 2027); the initial report for this building must be filed within sub-cycle A of the next six-year cycle, i.e., Cycle 2, which for 2A would be Jan. 1, 2028 to Dec. 21, 2029. The cost of these inspections and any necessary repairs resulting from these inspections shall be a Common Expense.

(s) Swimming Pool

There are no swimming pools at the building.

(t) Tennis Courts, Playgrounds and Recreation Facilities

(1) Tennis Courts: Not Applicable.

(2) Playgrounds: Not Applicable.

(3) Other Recreation Facilities: Quality Housing requires 1,810 square feet of Recreational Space. The building provides 1,109 square feet of outdoor recreational space in the rear yard, 1,647 square feet of shared rooftop space, and a 702 square feet fitness room.

A Fitness Room with a capacity of 15 occupants is provided on the 1st floor for use by Unit Owners. The space is air conditioned via ducted wall/ceiling linear diffusers. Flooring material is rubberized mats, with full-length mirrors installed along the east wall. Equipment furnished with the Fitness Room include: two (2) treadmills; one (1) elliptical machine; two (2) stationary bicycles; one (1) rack with Olympic bar, plate set, lockjaw and bench; one (1) dual pulley machine; one (1) rack of dumbbell set with bench; and one (1) multi-strength machine. The Fitness Room is monitored by one (1) security camera and the entrance doors are furnished with a keyless door entry system. Sponsor may elect to replace or substitute Fitness Room equipment, where applicable. No furnishings are provided in the outdoor recreational space by the sponsor.

(u) Permits and Certificates

The Building was constructed under a permit under New Building Application #123440080. A Certificate of Occupancy (CO) for the Building, CO #1080334-0000005, was issued on September 20, 2022.

1. The work was performed in compliance with applicable provisions of the New York City Zoning Resolution, New York State Multiple Dwelling Law, 2014 New York City Building Code.
2. The following inspections and signoffs were obtained: Construction, Electrical, Plumbing, and Elevator.
3. Equipment Use Permits were obtained and for air conditioning equipment of nominal 36,000 BTU/h or greater, and FDNY Letter of Approval for the sprinkler/standpipe system and interior fire alarm system were obtained.
4. The project is registered with the Department of Housing Preservation and Development as a Multiple Dwelling by the Condominium Association. This registration must be renewed by the Condominium Association every year, at its cost.

5. Elevator: During normal operation of this building regular elevator inspections will be required, including Periodic, One-Year (Category 1), and Five-Year (Category 5) Inspections. These will be the responsibility of the Condominium Association, at its cost.
6. Sprinkler/Standpipe: Yearly sprinkler inspections will be required, and five-year standpipe inspections will be required. These will be the responsibility of the Condominium Association, at its cost.
7. FISP (Facade Inspection Safety Program): A critical examination report of the building facades will have to be filed with the Department of Building every 5 years in accordance with Rule No.103-04 of the Rules of the City of New York. These will be the responsibility of the Condominium Association, at its cost.
8. Natural Gas: Local Law 152/16 requires periodic gas piping inspections every 4 years by a licensed master plumber will be required. These will be the responsibility of the Condominium Association at its cost.
9. Fire doors, backflow preventer (RPZ) devices, ARC system, and Interior Fire Alarm System will require annual inspection. These will be the responsibility of the Condominium Association, at its cost.
10. Local Law 84 of 2009 requires annual benchmarking reports due May 1 of each year.
11. Local Law 87 of 2009 requires energy audit and retro-commissioning every 10 years.
12. Local Law 88 of 2009 requires a lighting and sub-metering report to be filed no later than May 1, 2025.
13. Local Law 97 of 2019 requires a carbon emissions report to be filed annually, with initial report due May 1, 2025.
14. Local Law 126 of 2021 – PIPS (Periodic Inspection of Parking Structures) (Cycle 2A) requires a report due no later than December 21, 2029.
15. Landmark Status: None.
16. To the best knowledge of the undersigned, belief and professional judgment, these plans and specifications are in compliance with ASHRAE 90.1-2013 for energy code compliance.

(v) Violations

(1) At this time, there are no open violations; violations, if any issued, will be cured and/or removed off the record, if required.
(2) No asbestos was used in the construction of the Building.

(w) Unit Information

Refer to submitted drawings. The ceiling heights for Residential Units range from 8'-8" to 9'-4" or higher. Refer to Appendix A for appliance schedule, Appendix C for finish schedule, and Appendix D for plumbing fixture schedule. All units are currently vacant.

(1) Wall and Ceiling Coverings: All wet wall and floor conditions are tiled. All other walls, ceilings, and soffits are painted gypsum wallboard. Wall and ceilings coverings are of recent 2020-2021 construction and are in satisfactory condition.

(2) Wood Floor: Wood floors are 5/8" thick, 6" wide planks, Russian White Oak finished with Hardwax Oil White Tint, supplied by Siberian Floors. No warranty is in effect. Wood flooring is of recent 2020-2021 construction and is in satisfactory condition.

(3) Carpet: Not applicable.

(4) Paint at Walls and Ceilings: Three finished coats of Benjamin Moore paint is applied at walls and ceilings. Kadex ceiling finish is applied at the underside of exposed concrete slabs. Paint at wall and ceilings is of recent 2020-2021 application construction, and is in satisfactory condition.

(5) Kitchen Countertops and Cabinets: Kitchen cabinetry is custom fabricated by UNO Contract, and is finished with white oak or white lacquer finish. The kitchen countertop is honed stone supplied by Doall Stone. Kitchen countertops and cabinets are of recent 2020-2021 construction, and are in satisfactory condition.

(6) Laundry Equipment: Clothes washers and dryers were installed circa 2020-2021, and are is satisfactory working condition.

(x) Finish Schedule of Spaces Other Than Units

(1) Lobby: Partial wood slat wall panels and wainscot wall panels; partial painted walls. Painted ceiling. Polished concrete floor. Lobby finishes are of recent 2020-2021 construction and are in satisfactory condition.

(2) 1st Floor Corridor: Partial wood slat wall panels; partial painted walls. Painted ceiling. Polished concrete floor. 1st floor corridor finishes are of recent 2020-2021 construction and are in satisfactory condition.

(3) 1st Floor Restroom: Tiled walls. Painted ceiling. Tiled floor.

(4) 1st Floor Fitness Room: Painted walls with mirrors. Painted ceiling. Rubber flooring. 1st floor fitness room finishes are of recent 2020-2021 construction and are in satisfactory condition.

(5) 2nd – 10th Floor Corridors: Painted walls and ceiling. Carpet floor. 2nd – 10tht floor corridor finishes are of recent 2020-2021 construction and are in satisfactory condition.

(6) Roof Corridor: Painted walls and ceiling. Tiled floor. Roof corridor finishes are recent 2020-2021 construction and are in satisfactory condition.

(7) Back of House: Painted walls and ceiling. Sealed concrete floor; waterproofed at wet conditions. Back-of-house finishes are of recent 2020-2021 construction and are in satisfactory condition.

(y) Safety and Warning Devices

Combination smoke and carbon monoxide detectors are provided in all units in compliance with the New York City Building Code.

The fire alarm control panel, Honeywell ES-200X FACP, with manual pull station and auxiliary power/signaling infrastructure, is located in the main lobby area, with a remote annunciator located in the main entrance vestibule. The interior fire alarm system is a recent 2020-2021 installation and in good condition. There is no warranty in place for the fire alarm system equipment. The fire alarm system is centrally monitored to relay alarm

notifications to the FDNY. A fire hose cabinet is located within the main entrance lobby at the 1st floor. An auxiliary radio communication system (ARCS) is provided for use by the fire department, to receive and transmit FDNY portable radio signals throughout the building, enabling radio communication in the event of an emergency, in compliance with the New York City Building Code. The ARCS is a recent 2020-2021 installation and is in satisfactory working condition.

(bb) Further development.

No further development is planned.

(cc) Asbestos.

The building is of recent 2020-2021 construction. (Application No. 123440080-01-NB New Building Permit to construct a new ten (10) story building, and a Final Certificate of Occupancy was issued to the building on September 20, 2022.) No asbestos-containing material is present in insulation of fireproofing anywhere in the building.

dd) Lead-based paint.

The building is of recent 2020-2021 construction. (Application No. 123440080-01-NB New Building Permit to construct a new ten (10) story building, and a Final Certificate of Occupancy was issued to the building on September 20, 2022.) No lead-based paint or lead-based paint hazard is present in the building.

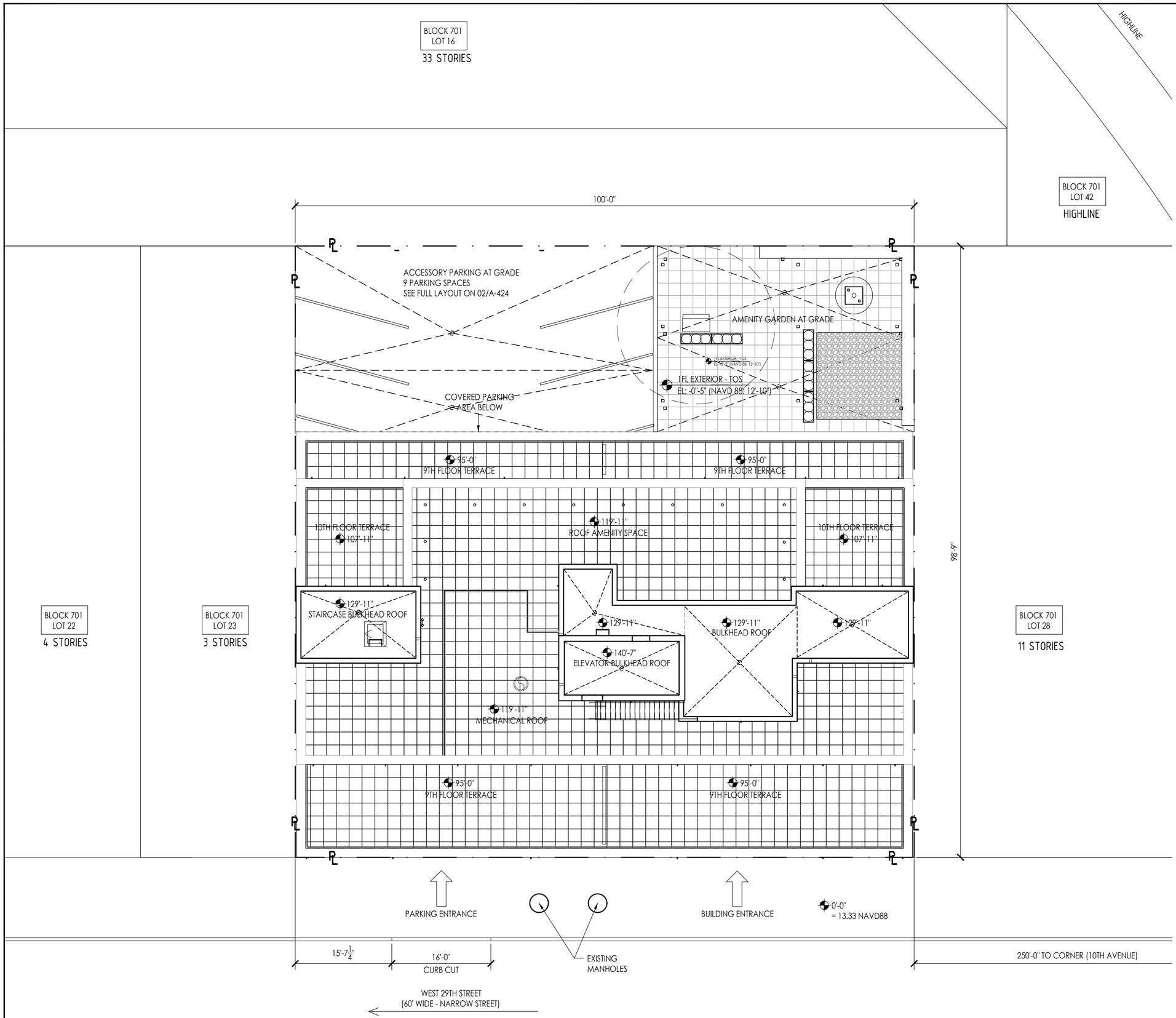


[SEAL AND SIGNATURE OF P.E. / R.A.]

EXHIBIT 5

FLOOR PLANS

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



1 SITE PLAN
SCALE: 3/32" = 1'-0"

NOTES:
1. 517 W 29TH STREET HAS A BUILDING HEIGHT OF 119'-11". THIS BUILDING IS EXEMPT FROM FDNY ACCESS PATH REQUIREMENTS.
2. SEE DETAIL ROOF PLANS FOR EQUIPMENT AND DRAINAGE

0 5 10 FT

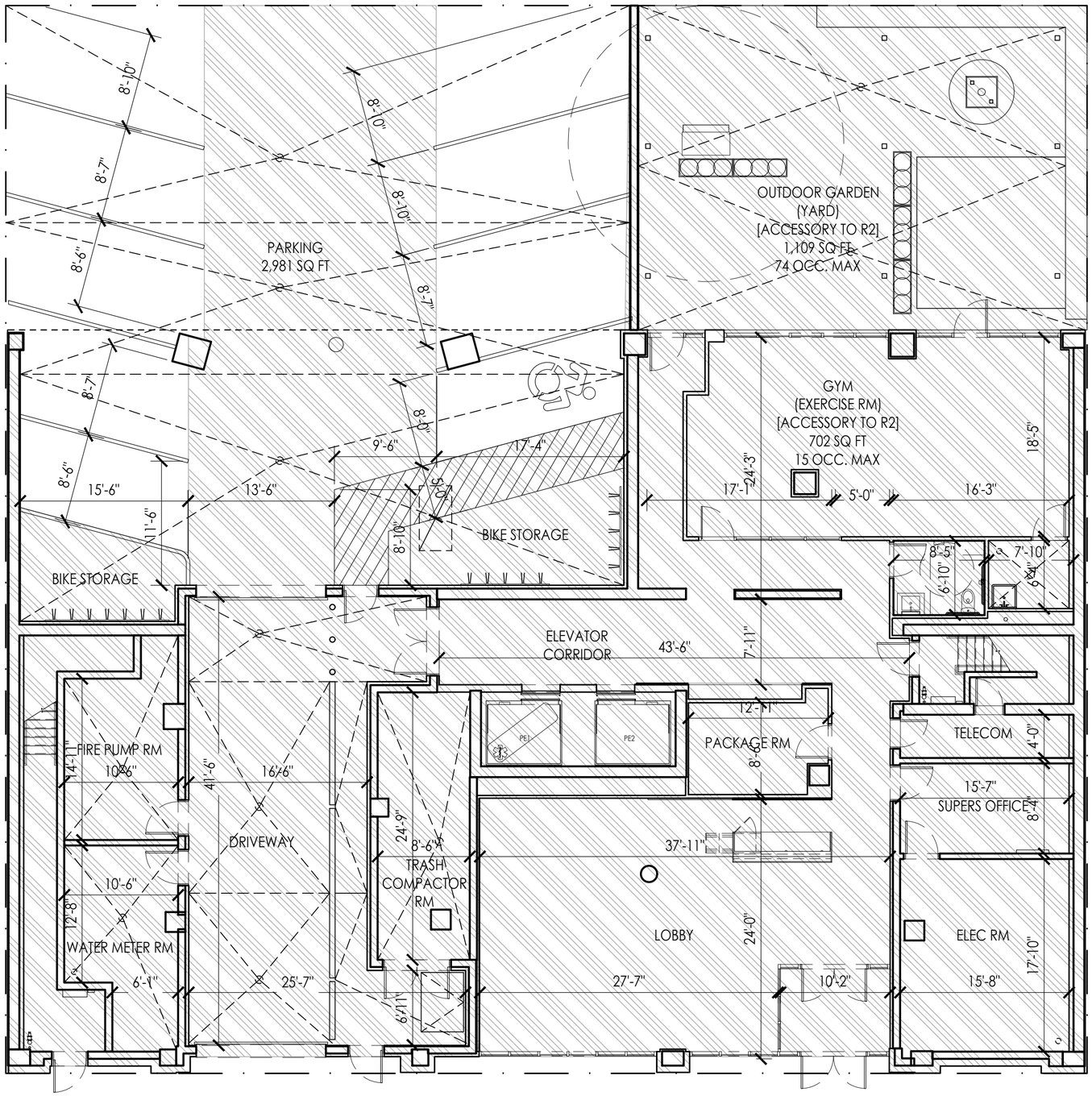
N

REVISED ON	08/05/2024
REVISED ON	07/06/2021
INITIAL SUBMITTED	05/18/2021

517 WEST 29TH STREET

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



LEGENDS

	RESIDENTIAL UNIT =	0 SF
	COMMON ELEMENT =	6841 (INTERIOR) SF
	LIMITED COMMON ELEMENT =	0 SF

REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 FIRST FLOOR

SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6841 SF

0 5 10 FT

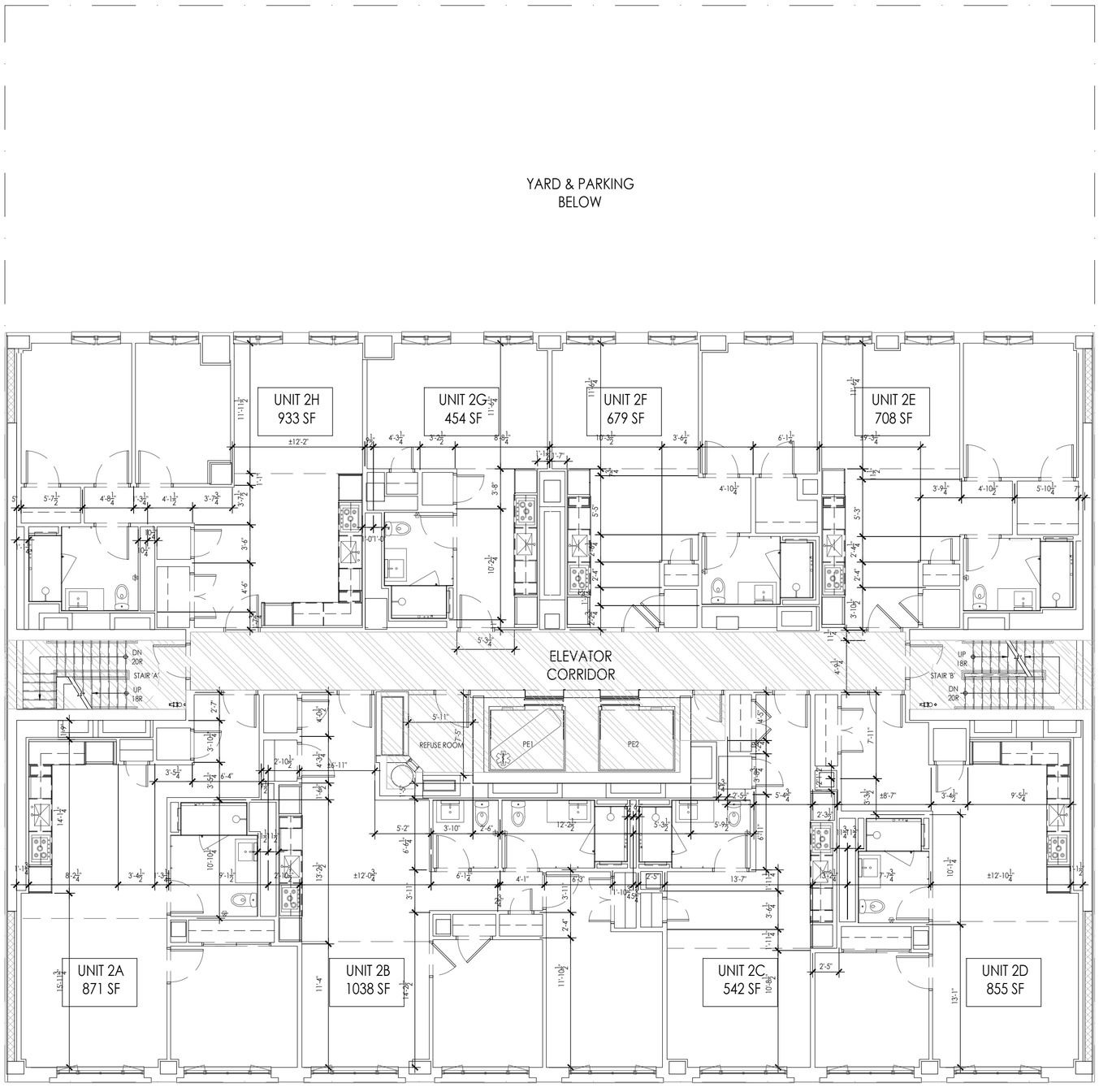
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 SECOND FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

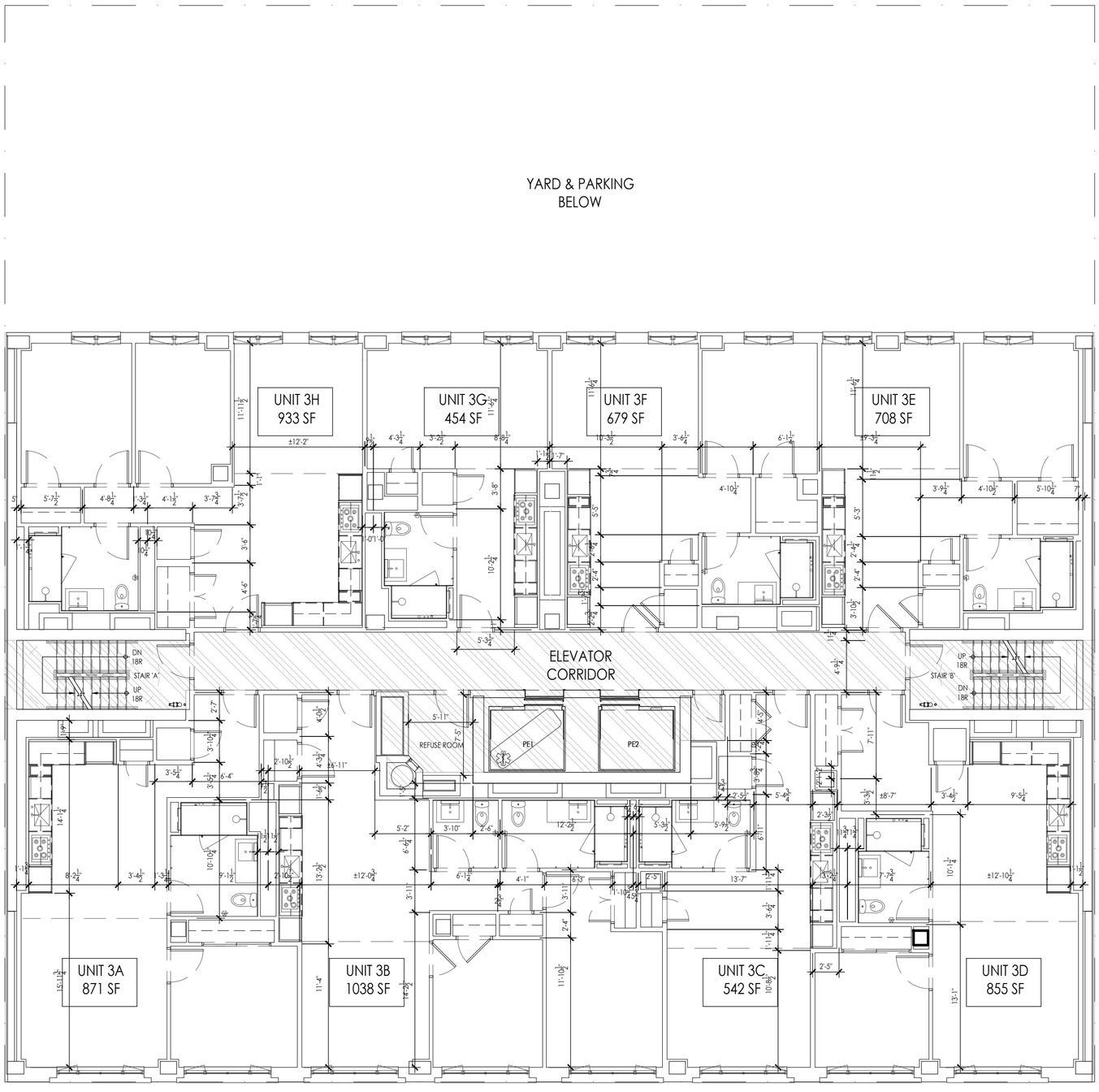
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 THIRD FLOOR

SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

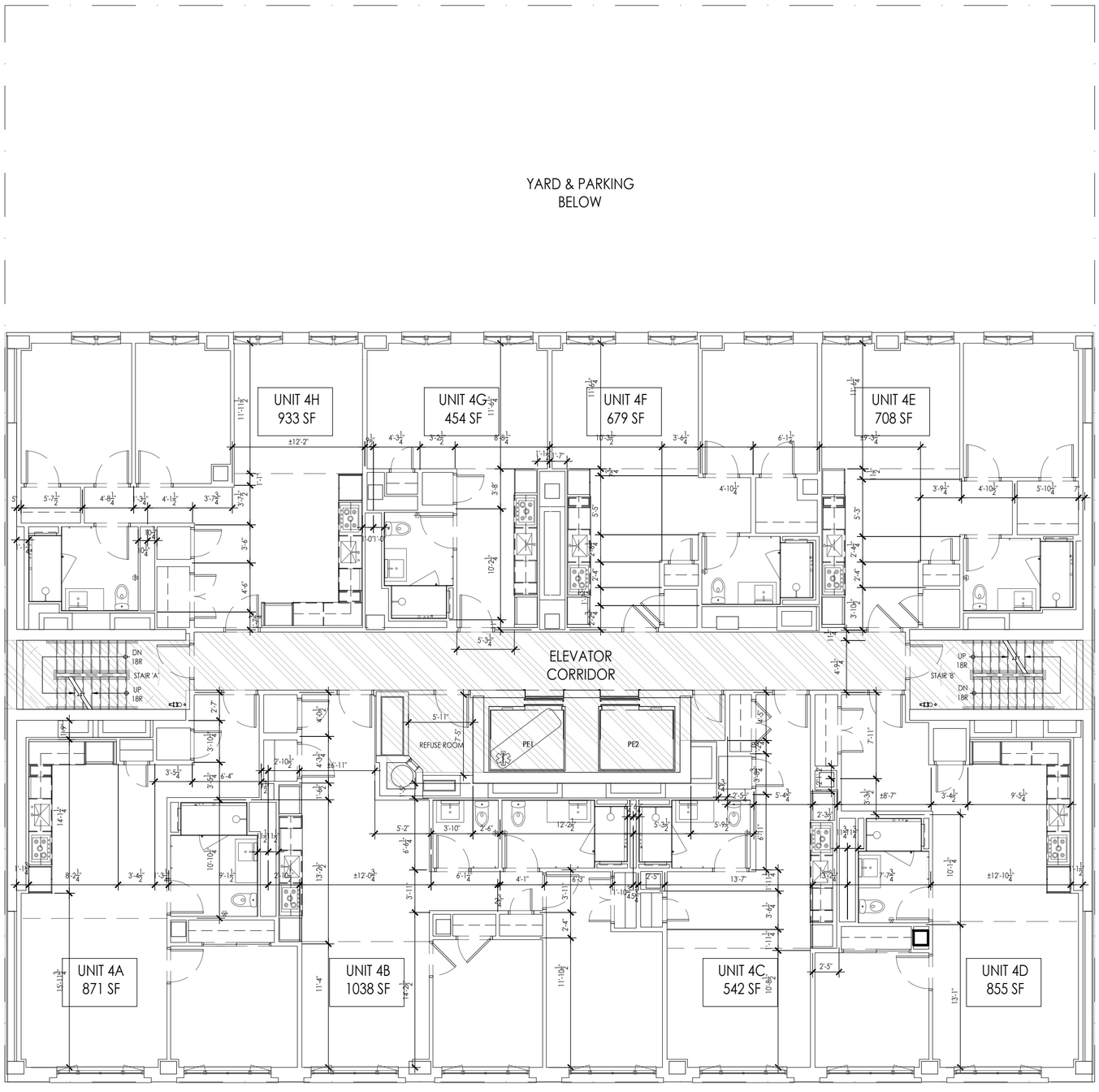
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 FOURTH FLOOR

SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

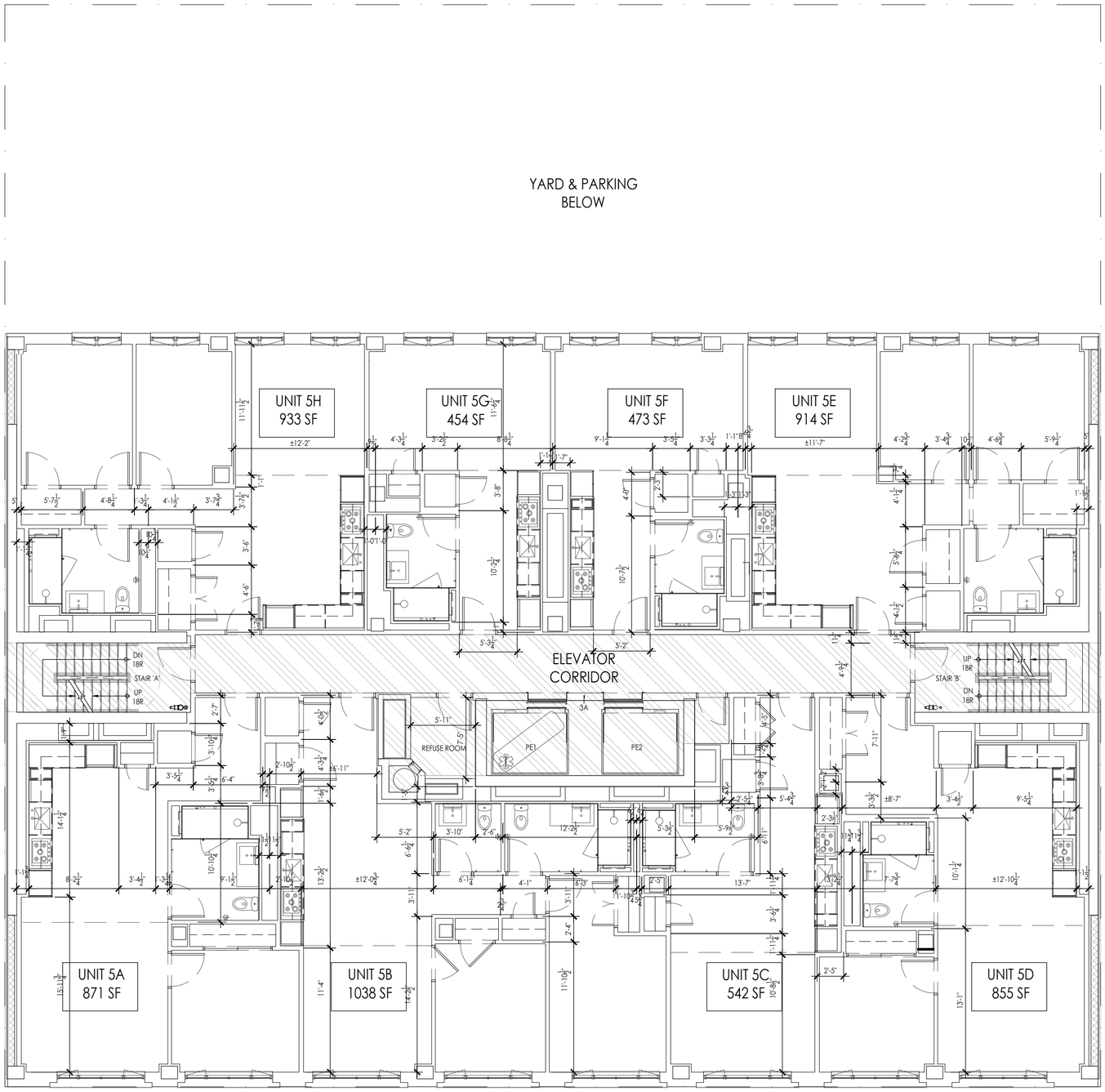
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 FIFTH FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

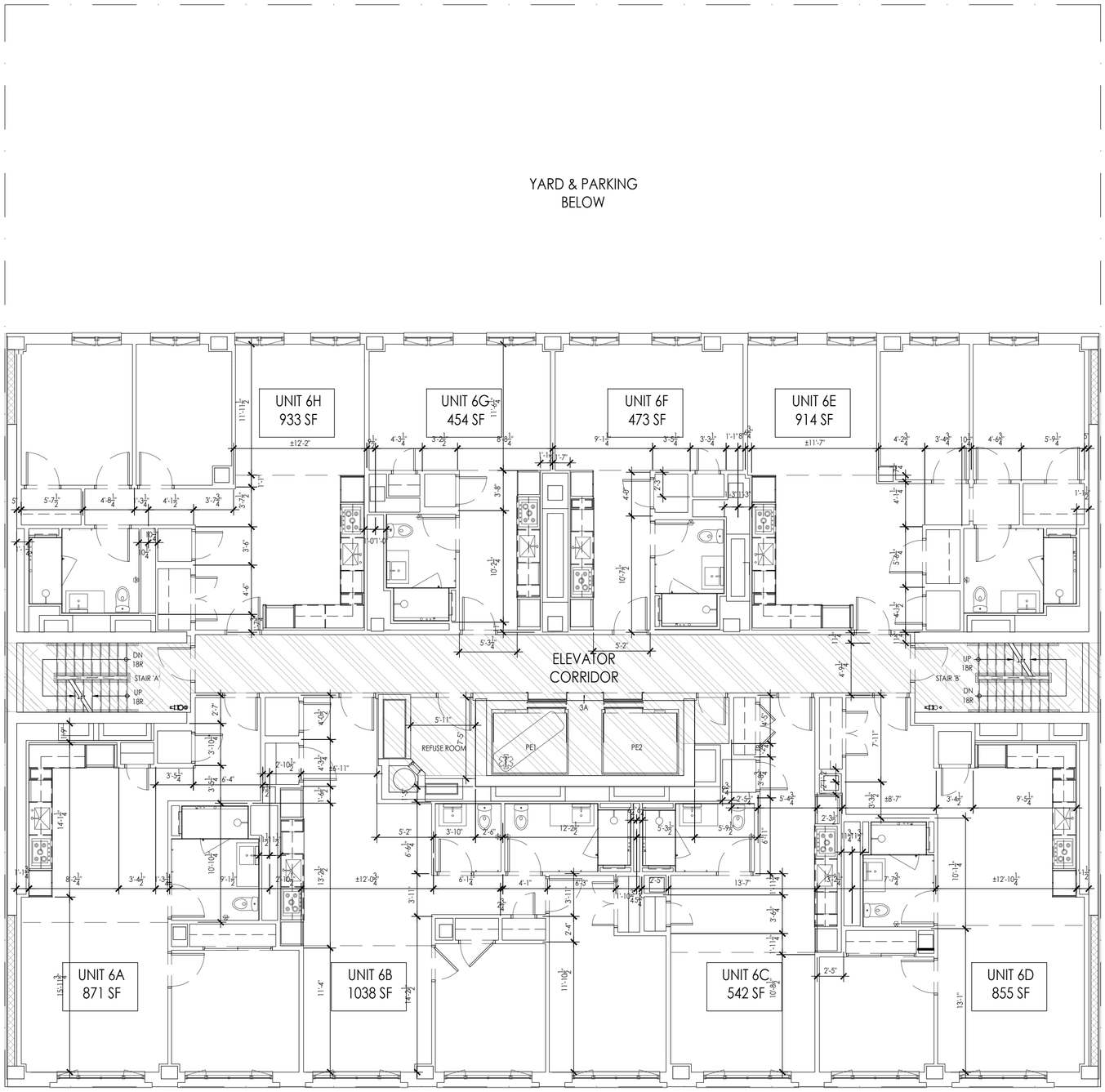
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 SIXTH FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

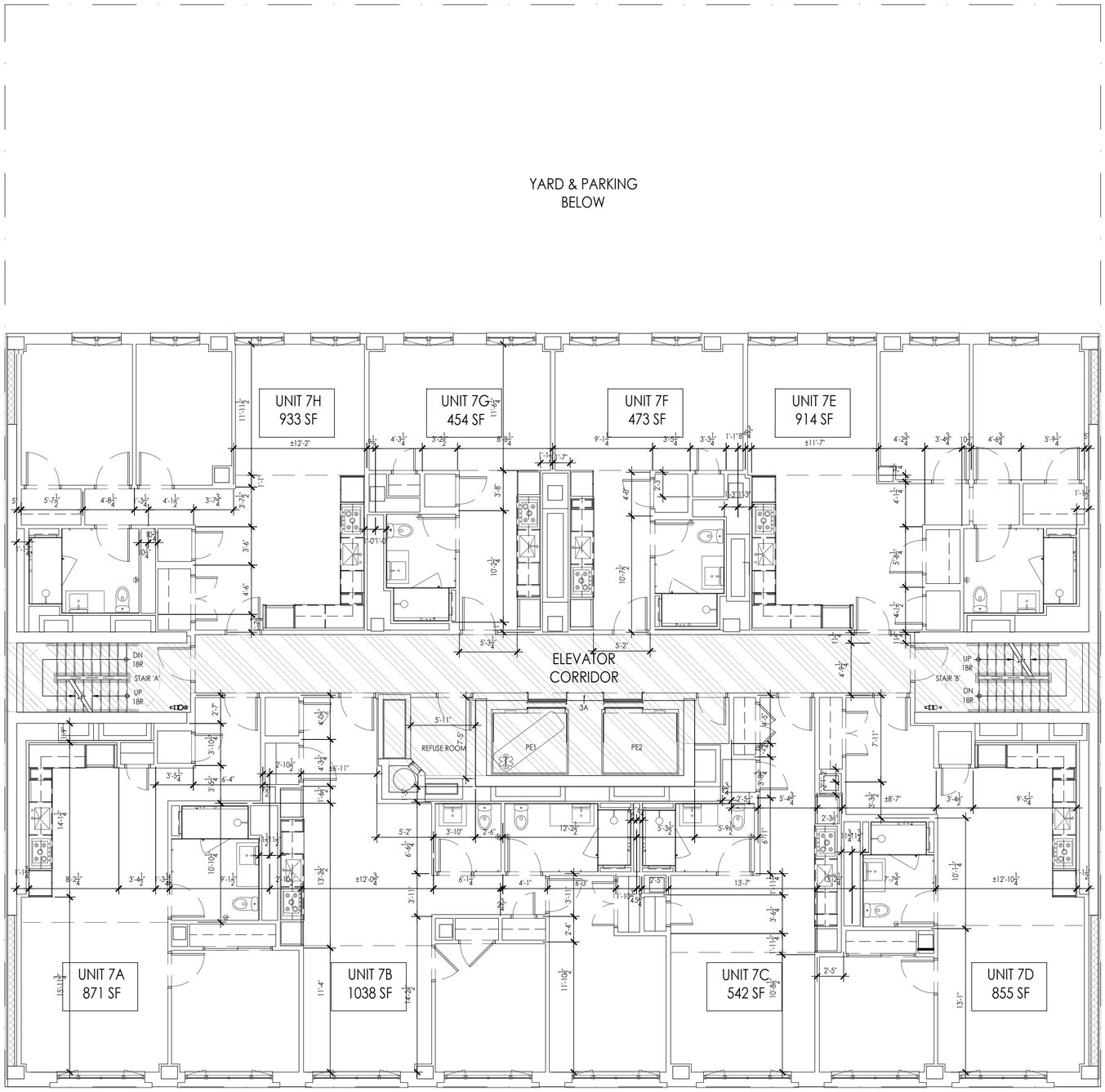
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 SEVENTH FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

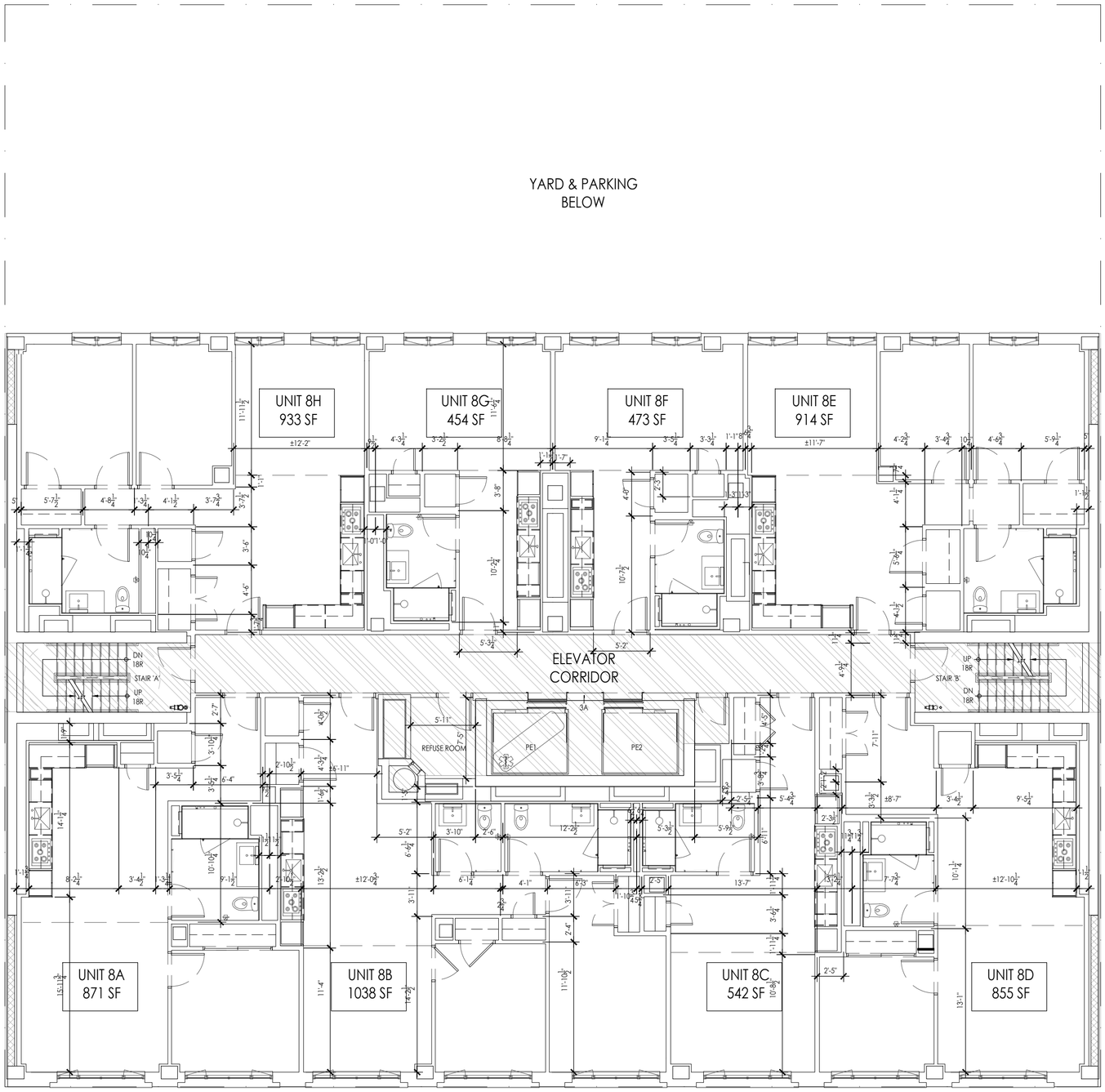
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	6080 SF
	COMMON ELEMENT =	774 SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 EIGHTH FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 6854 SF

0 5 10 FT

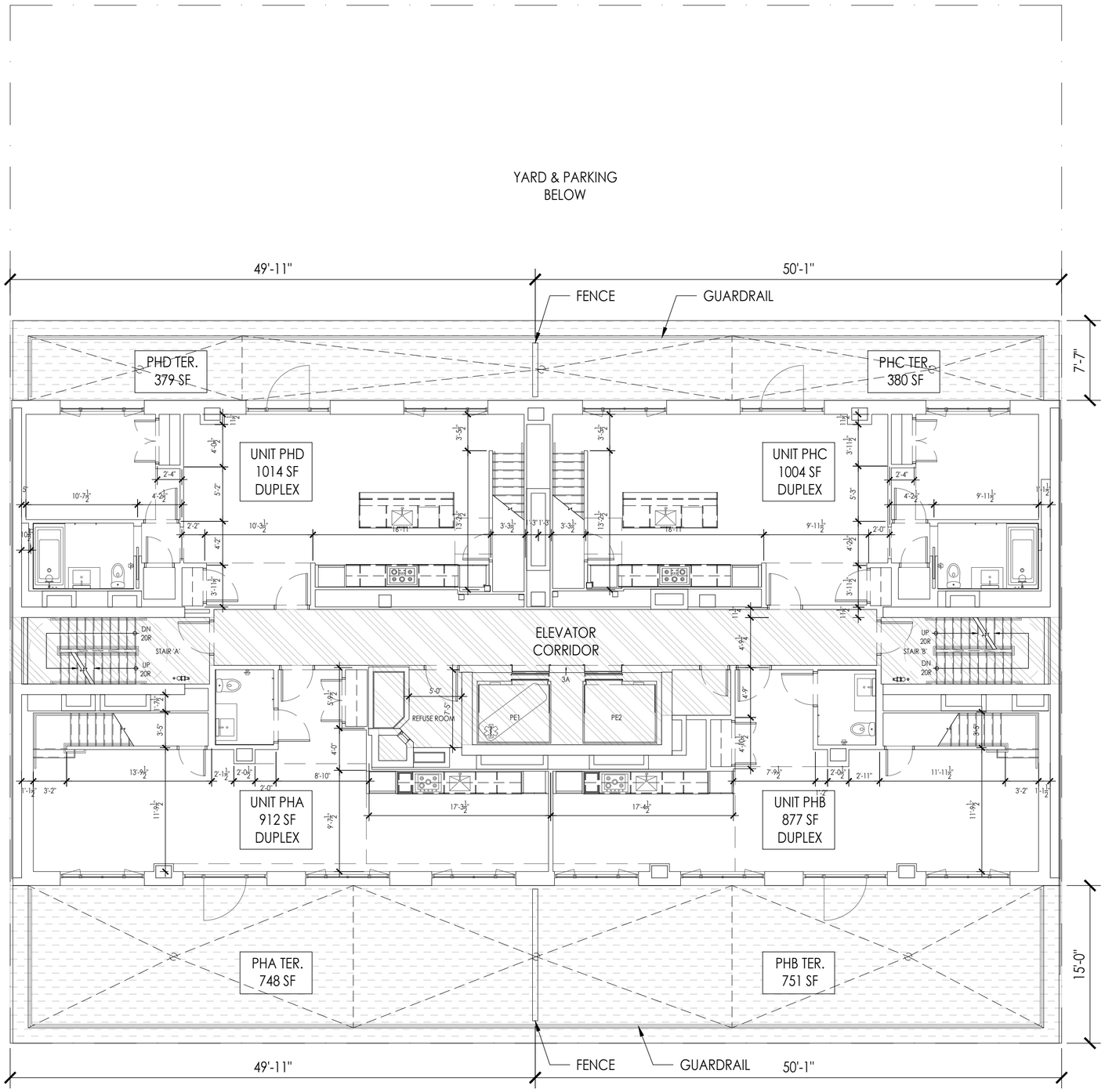
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	3807 SF
	COMMON ELEMENT =	803 SF
	LIMITED COMMON ELEMENT =	2258 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 NINTH FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 4610 SF

0 5 10 FT

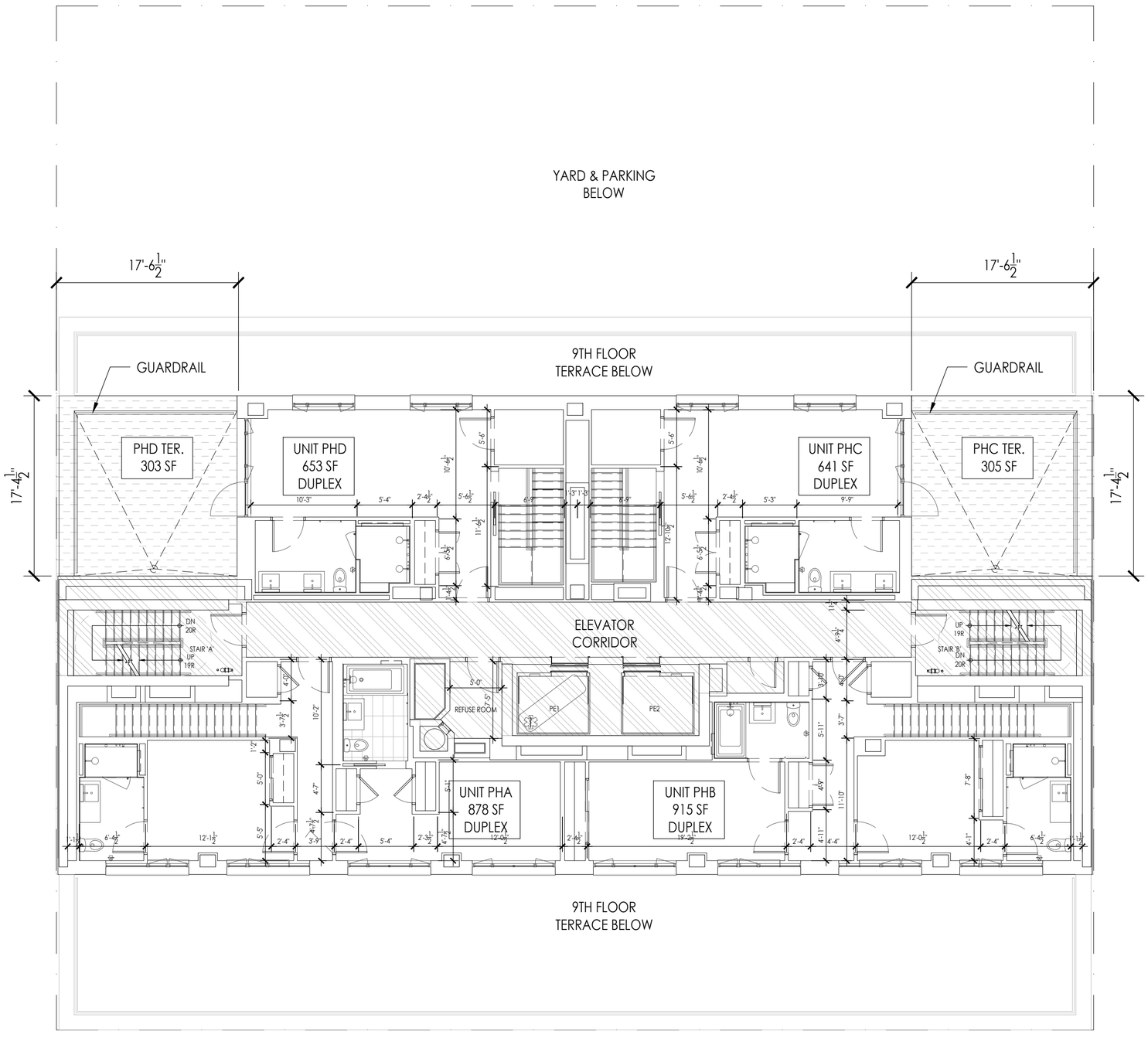
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	3087 SF
	COMMON ELEMENT =	913 SF
	LIMITED COMMON ELEMENT =	608 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 TENTH FLOOR
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 4000 SF

0 5 10 FT

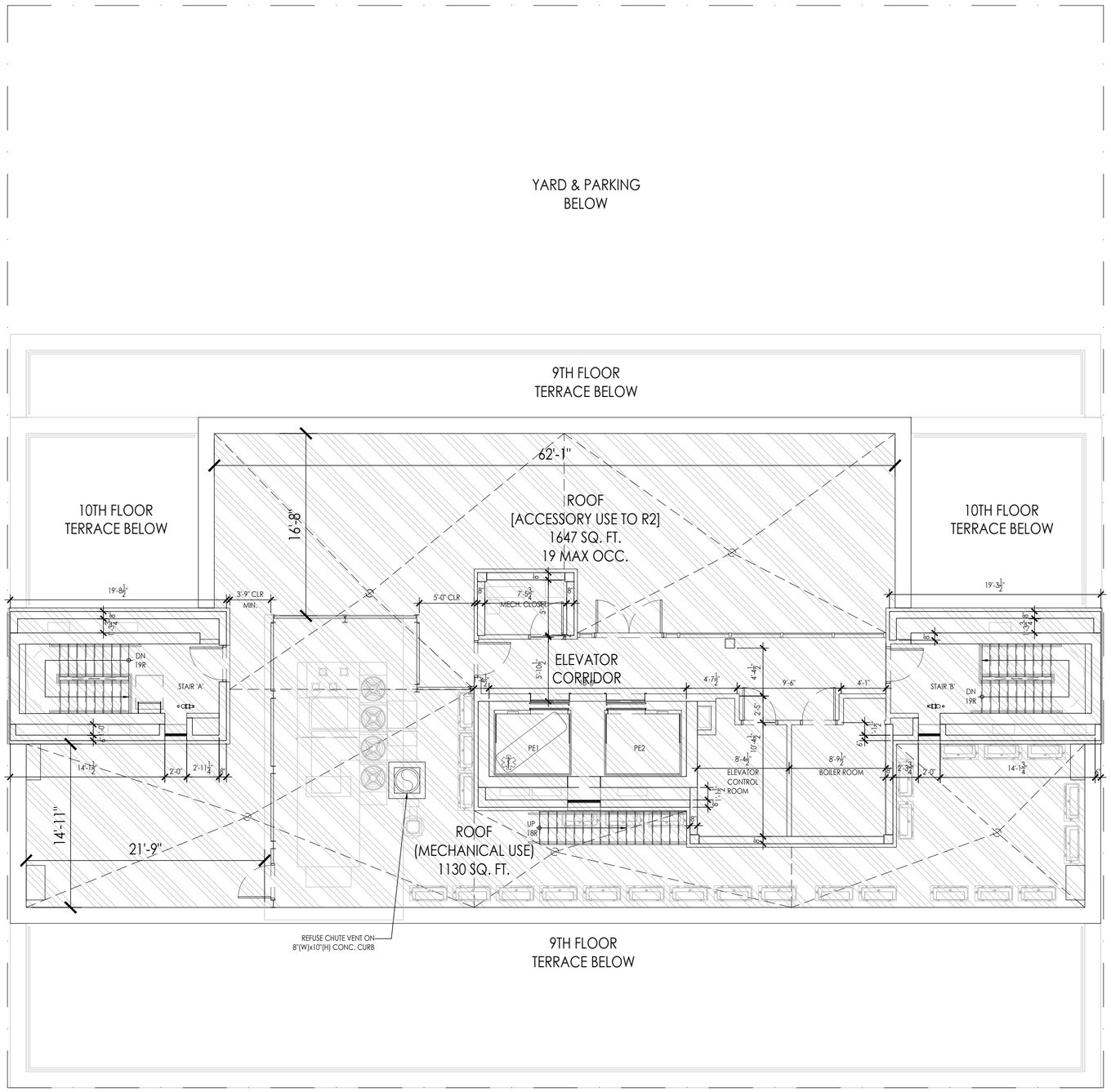
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

	RESIDENTIAL UNIT =	0 SF
	COMMON ELEMENT =	1227 (INTERIOR) SF
	LIMITED COMMON ELEMENT =	0 SF



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 ROOF
SCALE: 1/8" = 1'-0"

FLOOR GROSS AREA = 1227 SF

NOTE:
1. 517 W 29TH STREET HAS A BUILDING HEIGHT OF 119'-11". THIS BUILDING IS EXEMPT FROM FDNY ACCESS PATH REQUIREMENTS.

0 5 10 FT

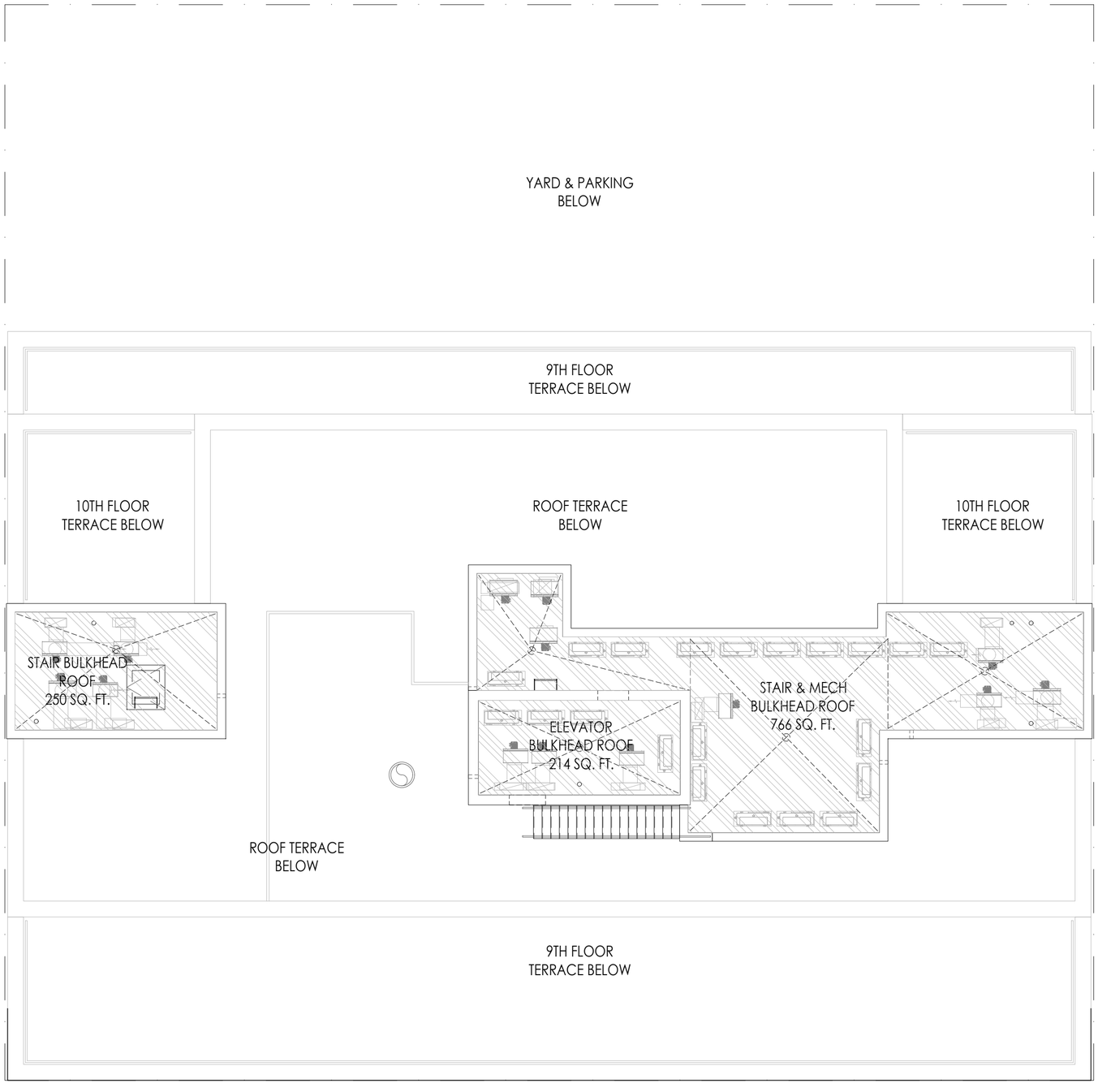
N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

LEGENDS

- RESIDENTIAL UNIT
- COMMON ELEMENT
- LIMITED COMMON ELEMENT



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 BULKHEAD ROOF
SCALE: 1/8" = 1'-0"

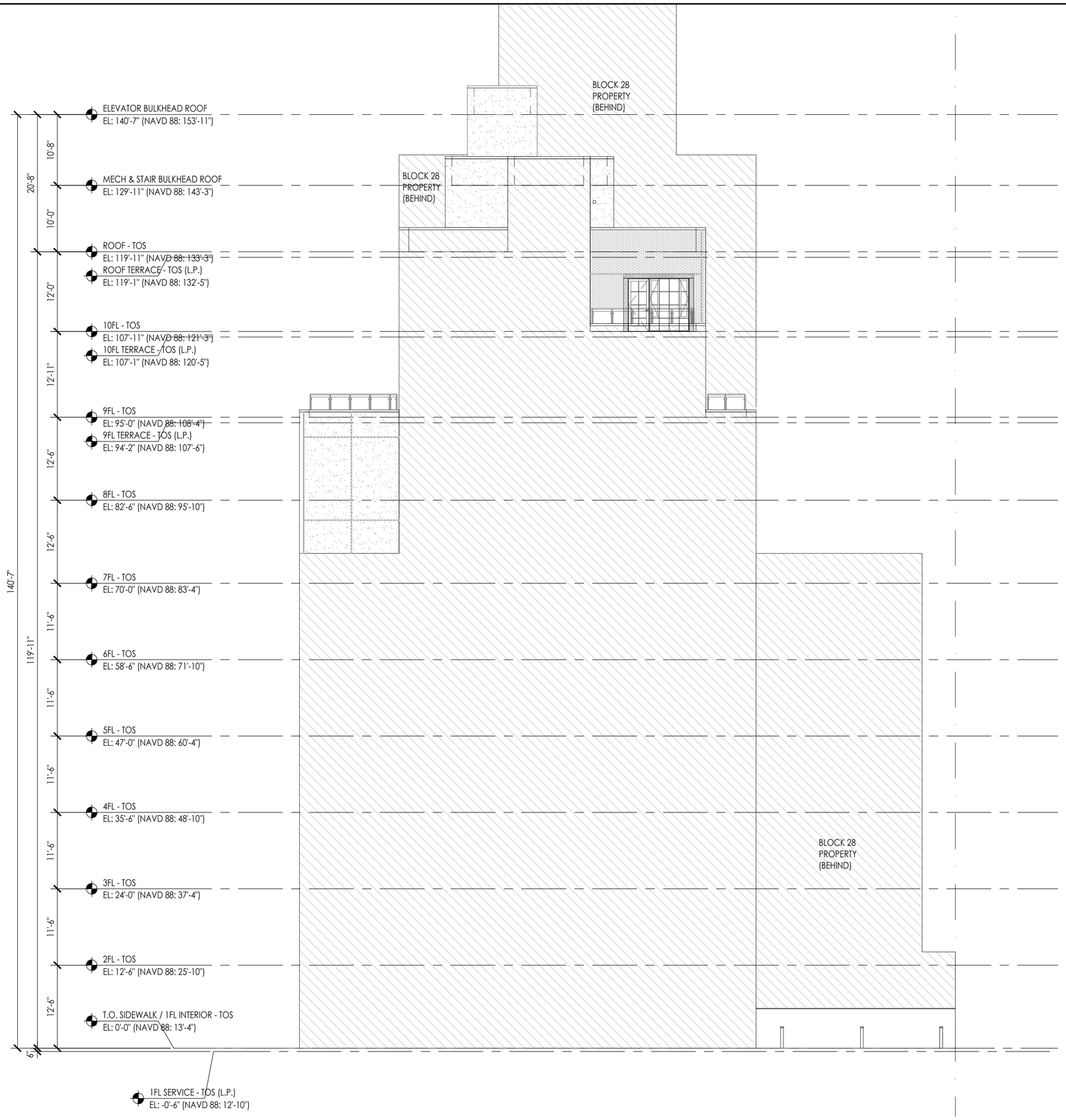
NOTE:
1. 517 W 29TH STREET HAS A BUILDING HEIGHT OF 119'-11". THIS BUILDING IS EXEMPT FROM FDNY ACCESS PATH REQUIREMENTS.

0 5 10 FT

N

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

1 EAST ELEVATION

SCALE: 1/8" = 1'-0"

0 5 10 FT

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

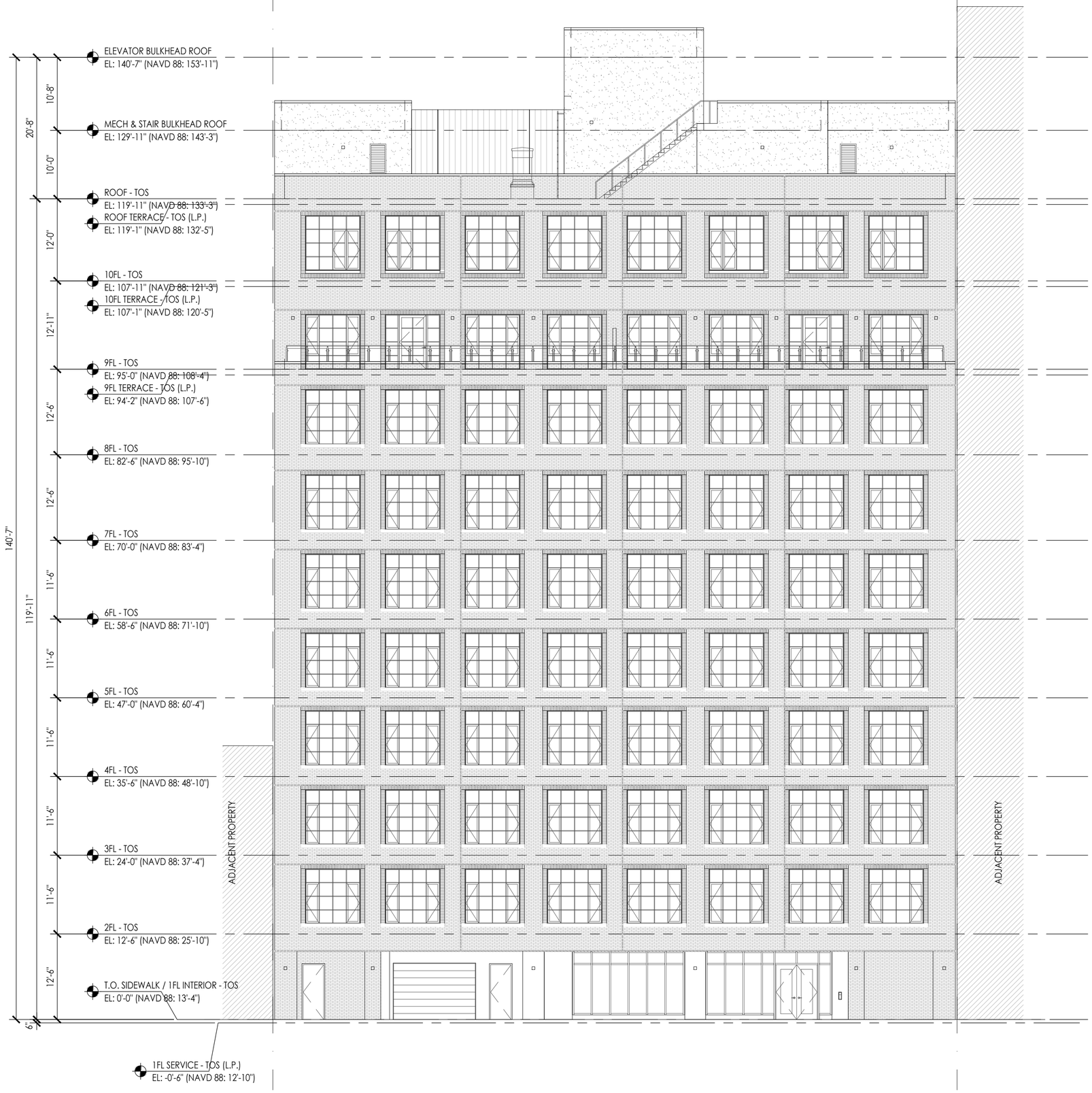
0 5 10 FT

REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

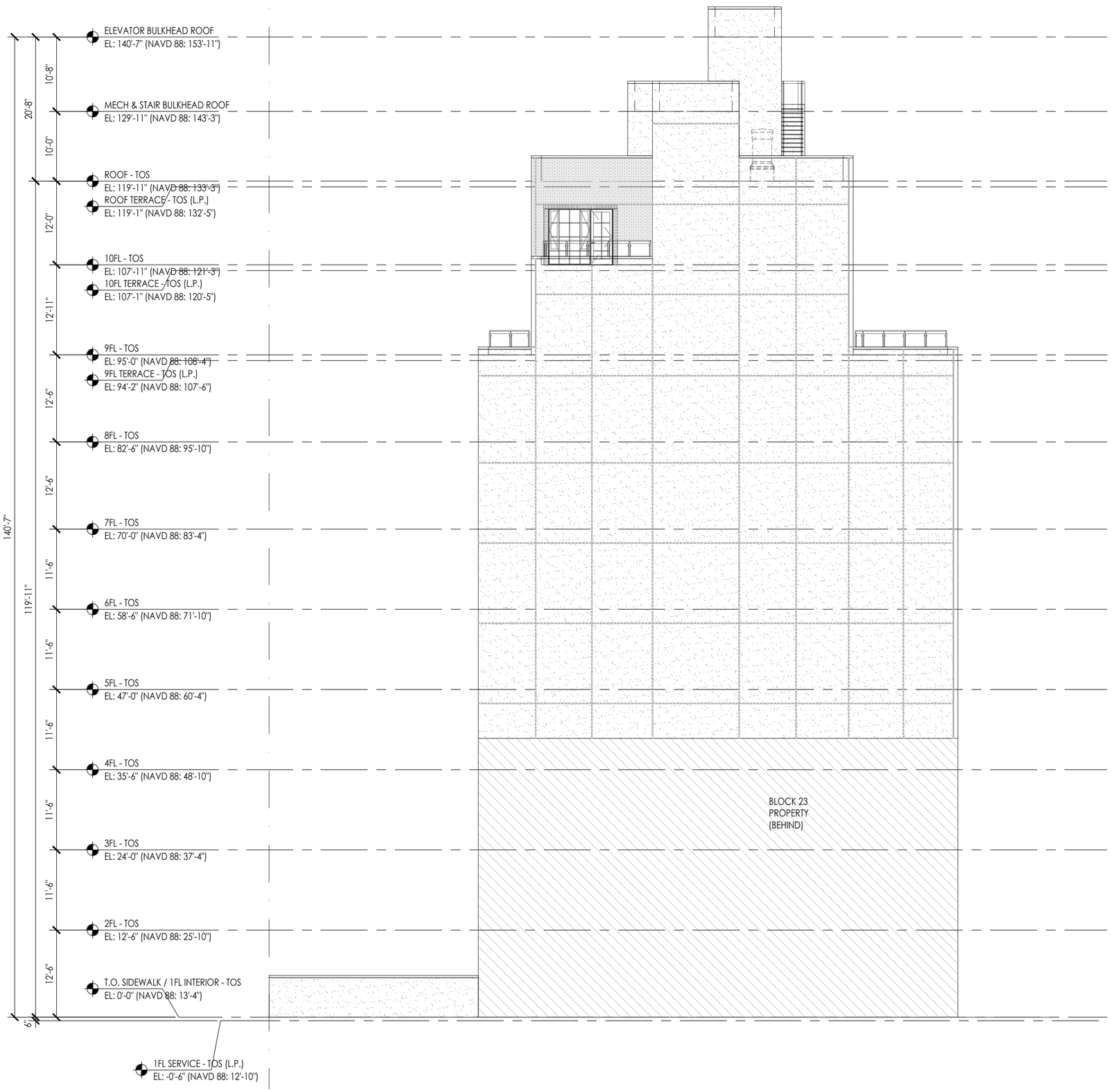
0 5 10 FT

REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



1 WEST ELEVATION

SCALE: 1/8" = 1'-0"

0 5 10 FT

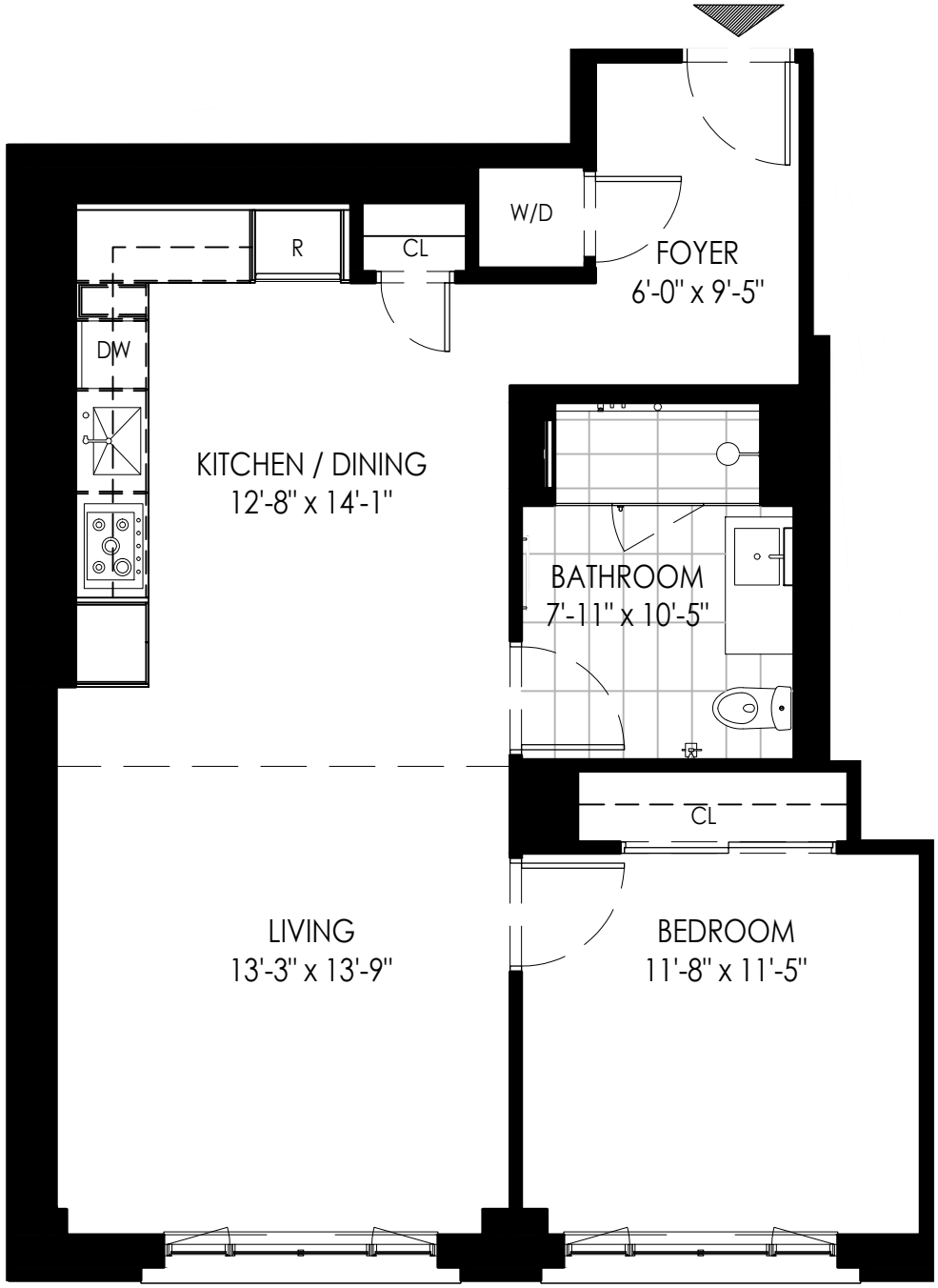
REVISED ON	08/05/2024
REVISED ON	07/06/2021
REVISED ON	05/18/2021
INITIAL SUBMITTED	02/22/2021

517 WEST 29TH STREET

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

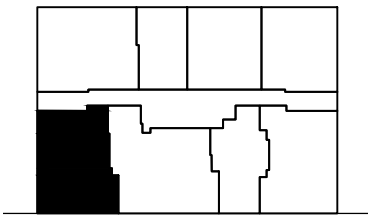
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





WEST 29TH STREET

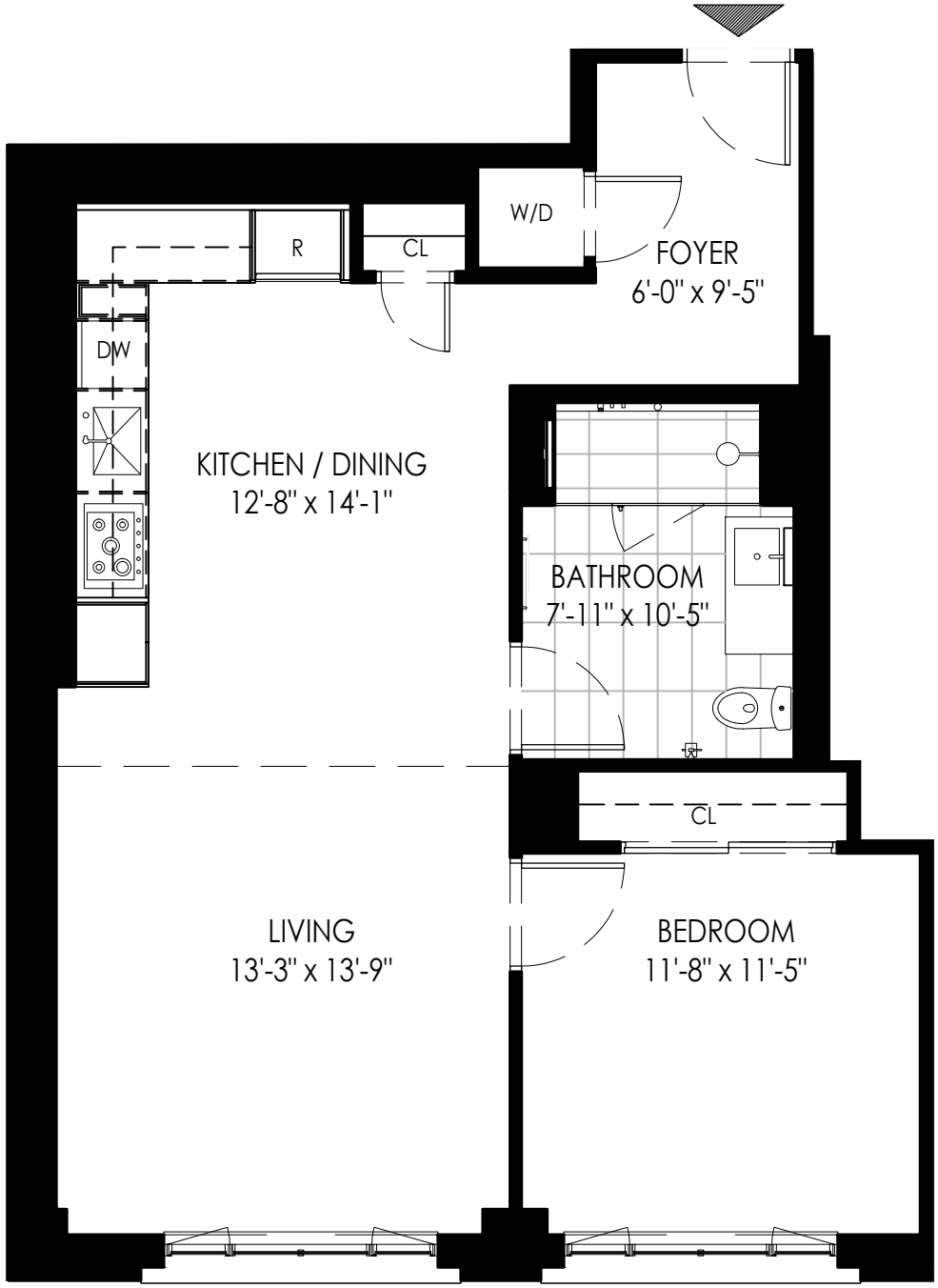
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

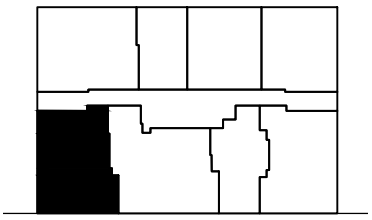
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 3A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





WEST 29TH STREET

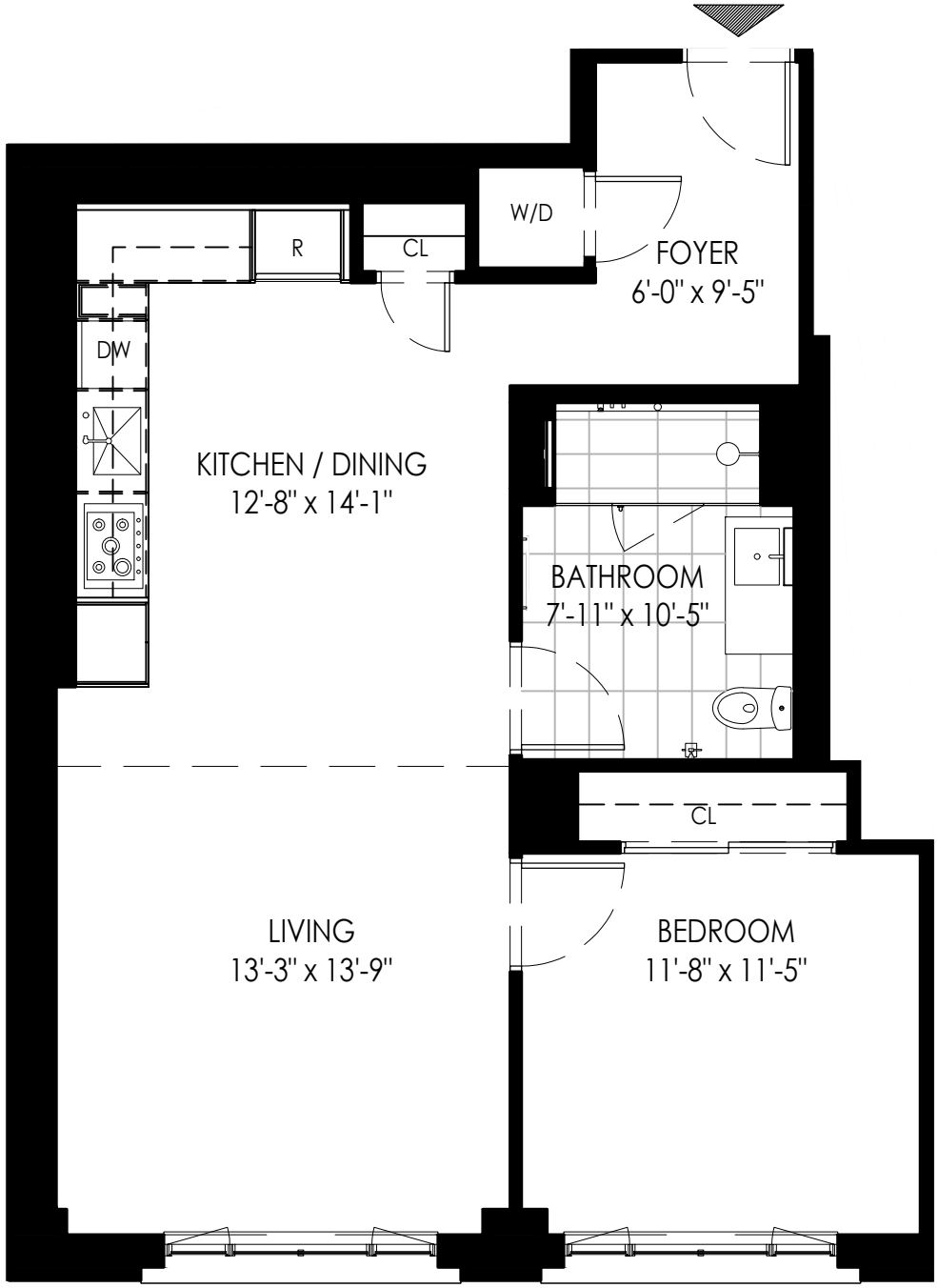
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

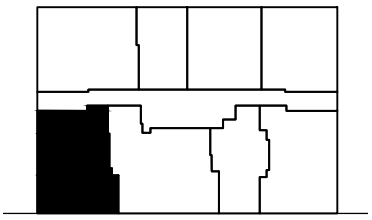
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 4A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





WEST 29TH STREET

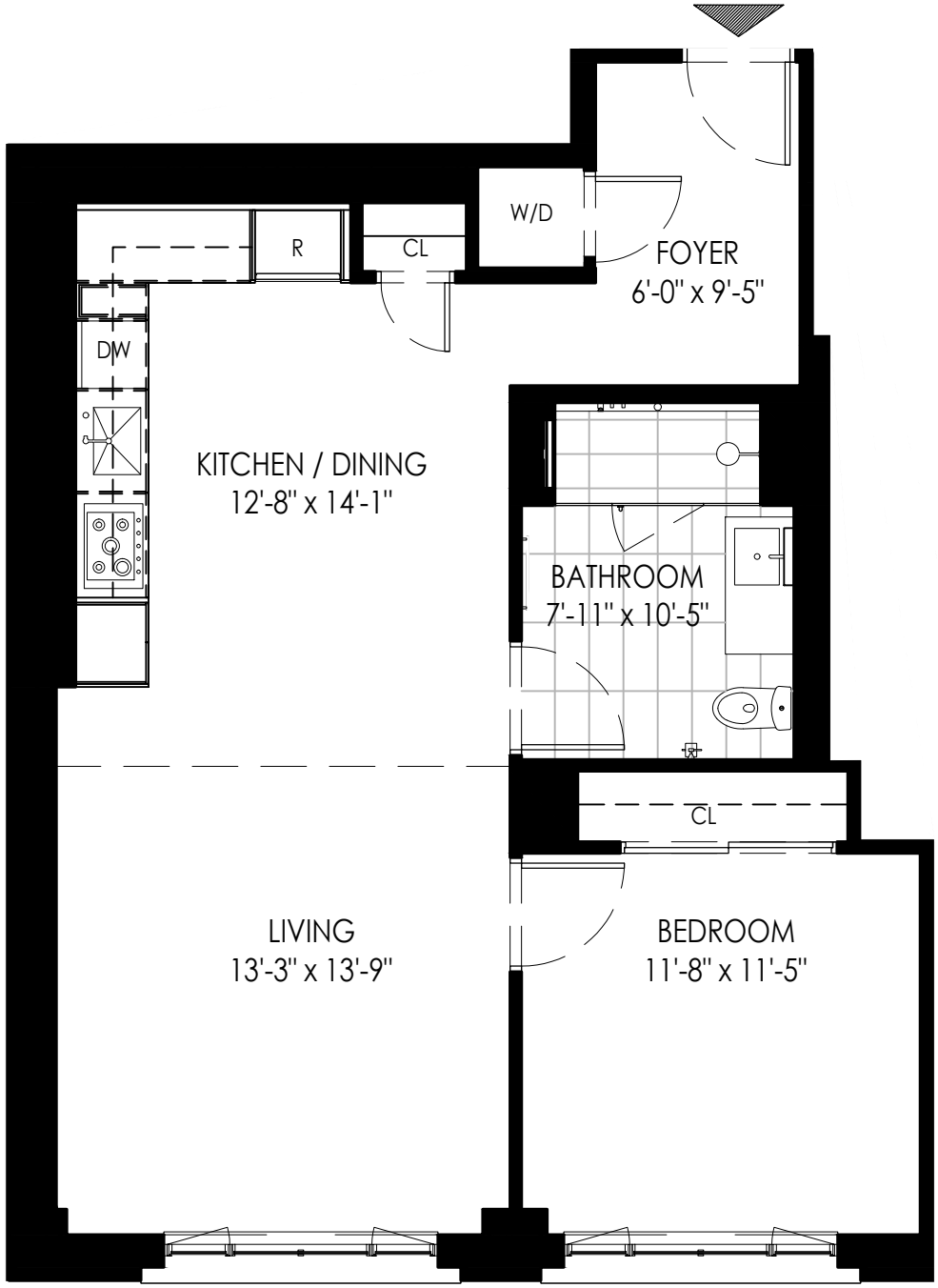
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

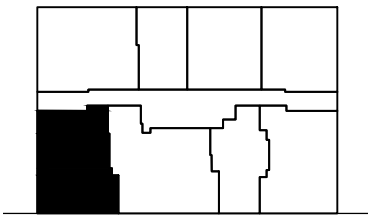
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 5A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





WEST 29TH STREET

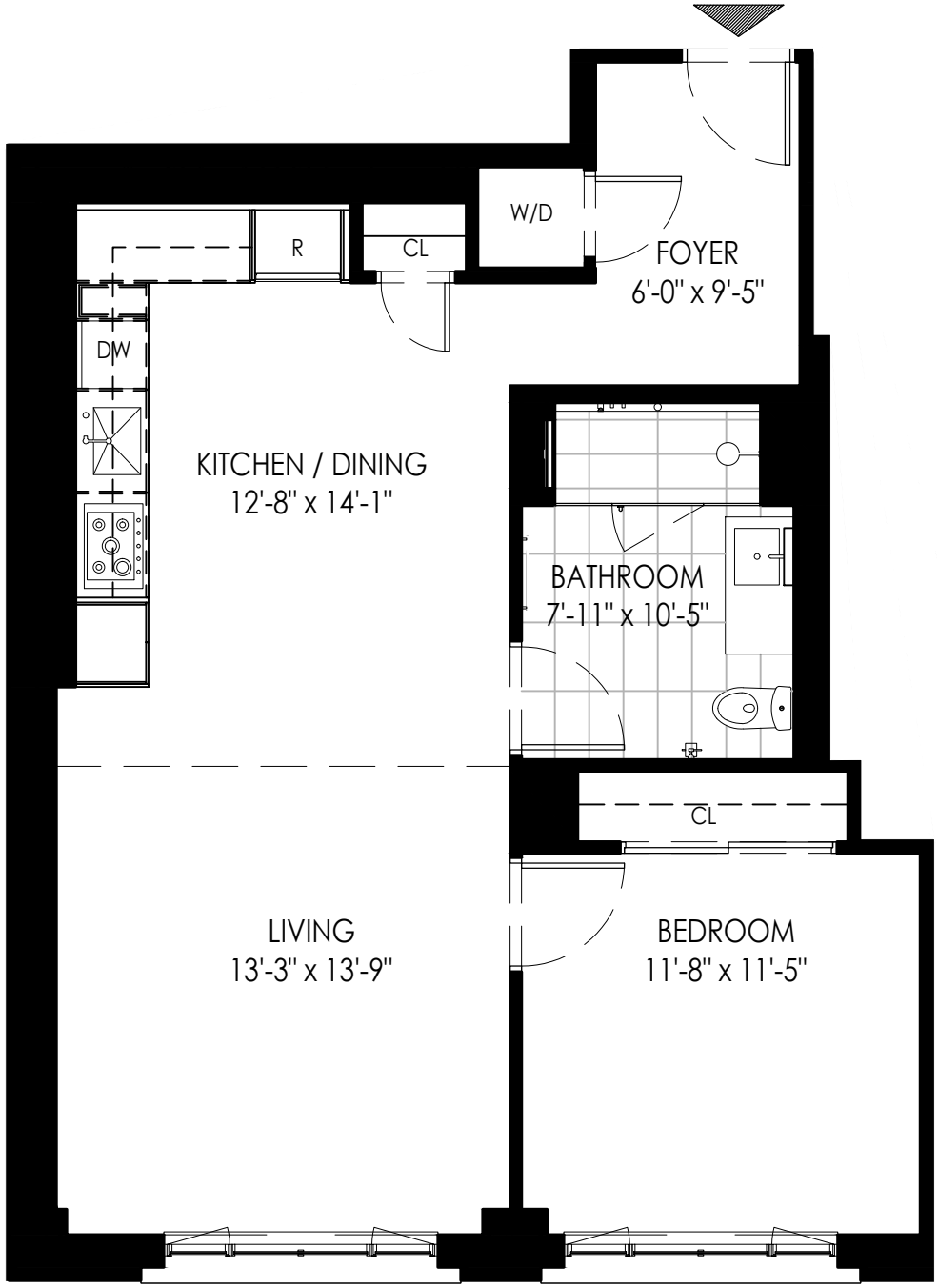
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

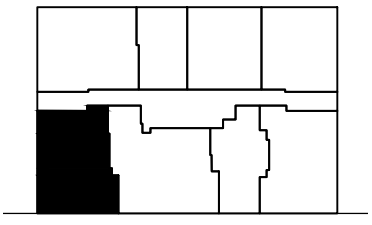
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 6A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





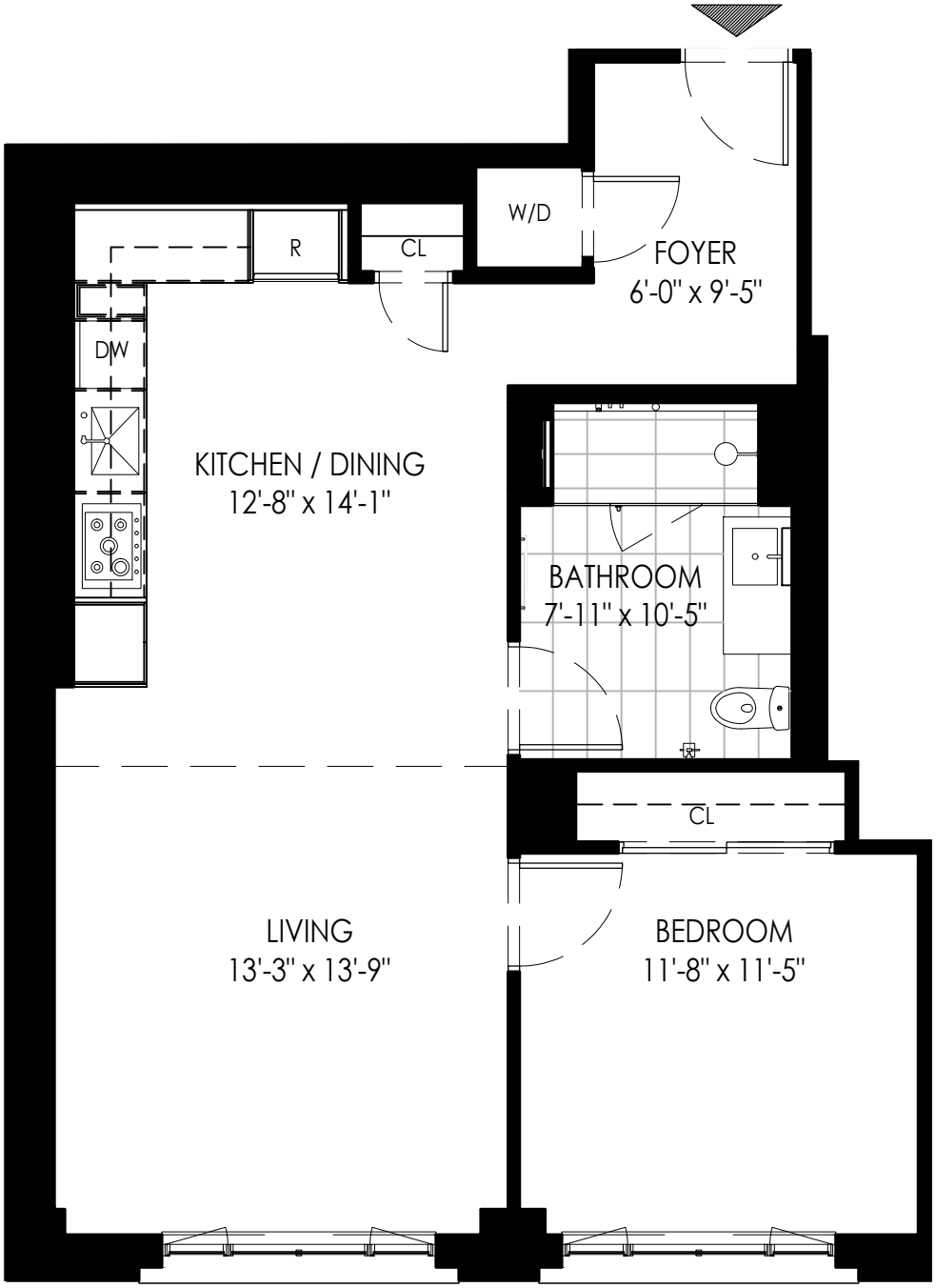
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

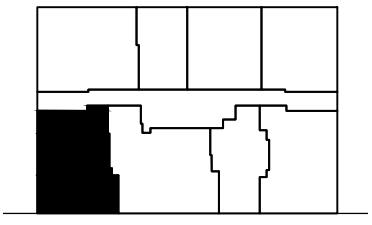
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 7A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





WEST 29TH STREET

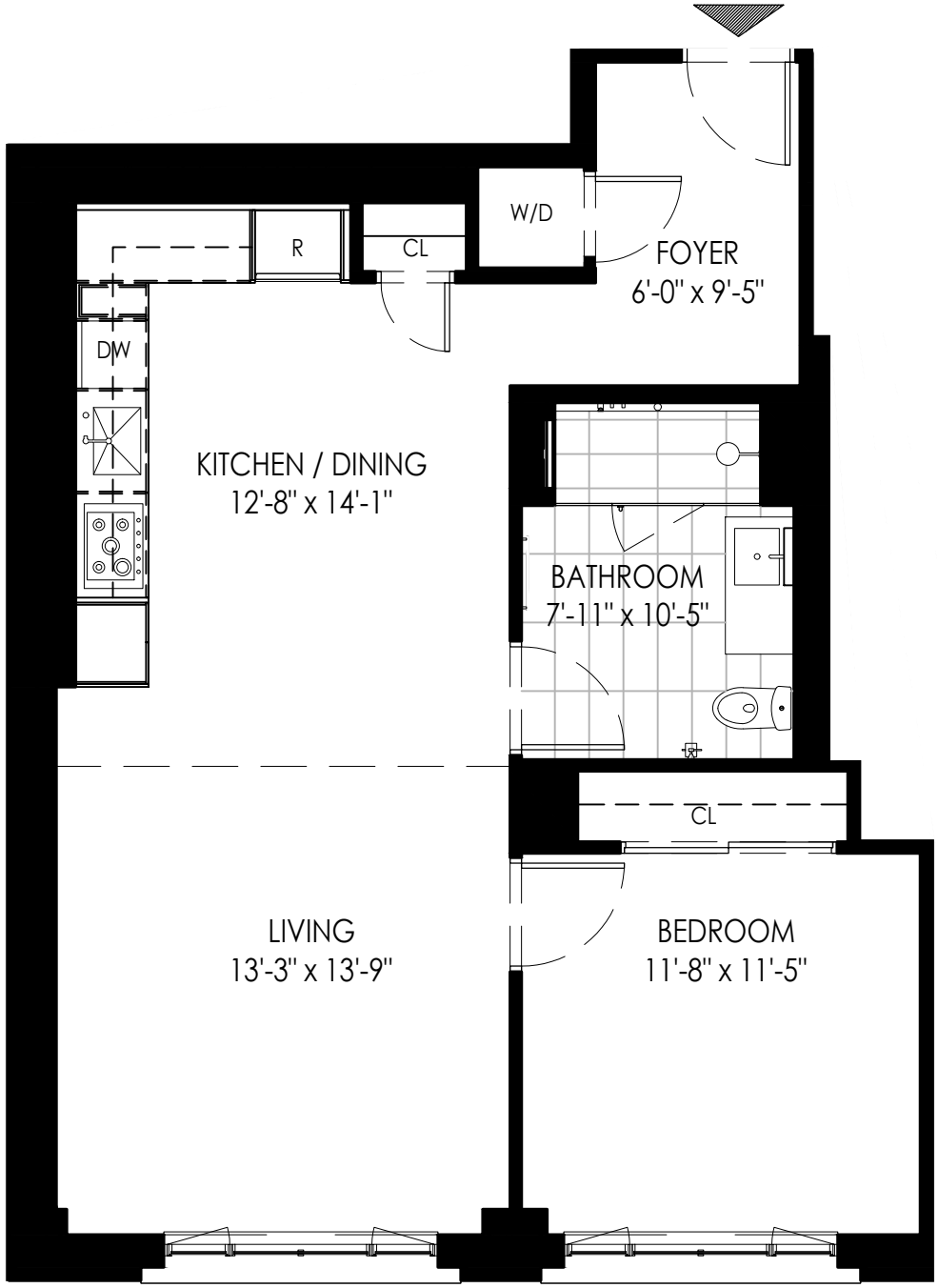
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

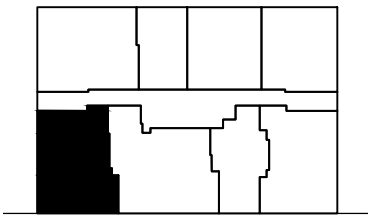
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8A

1 BEDROOM
1 BATHROOM
871 UNIT SQ. FT.





WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

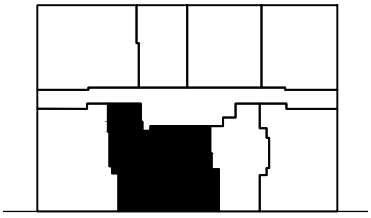
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.





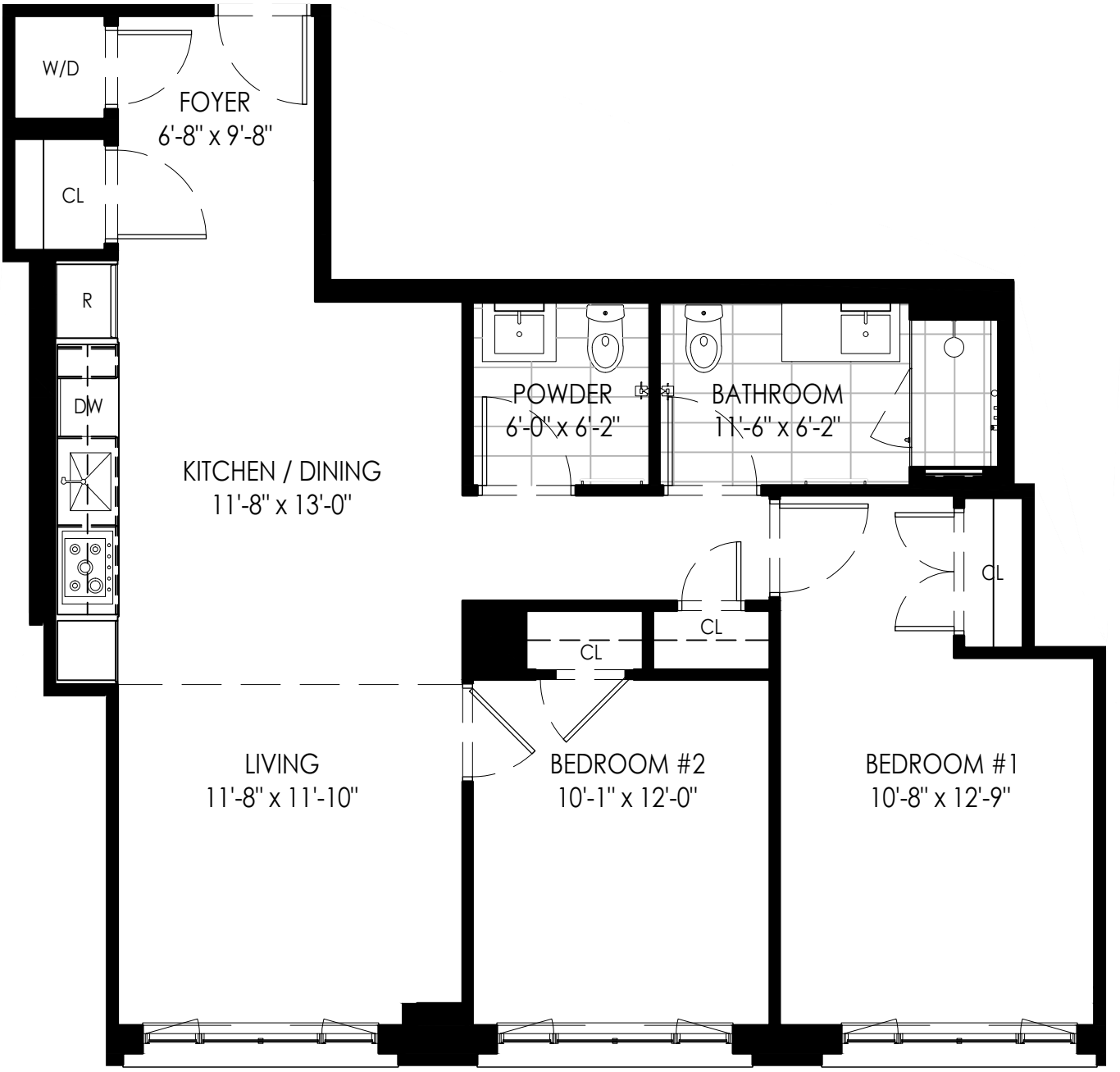
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

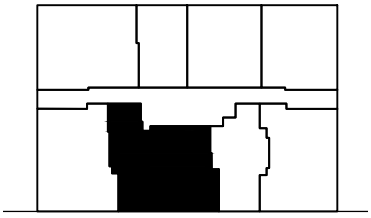
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET



UNIT 3B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.





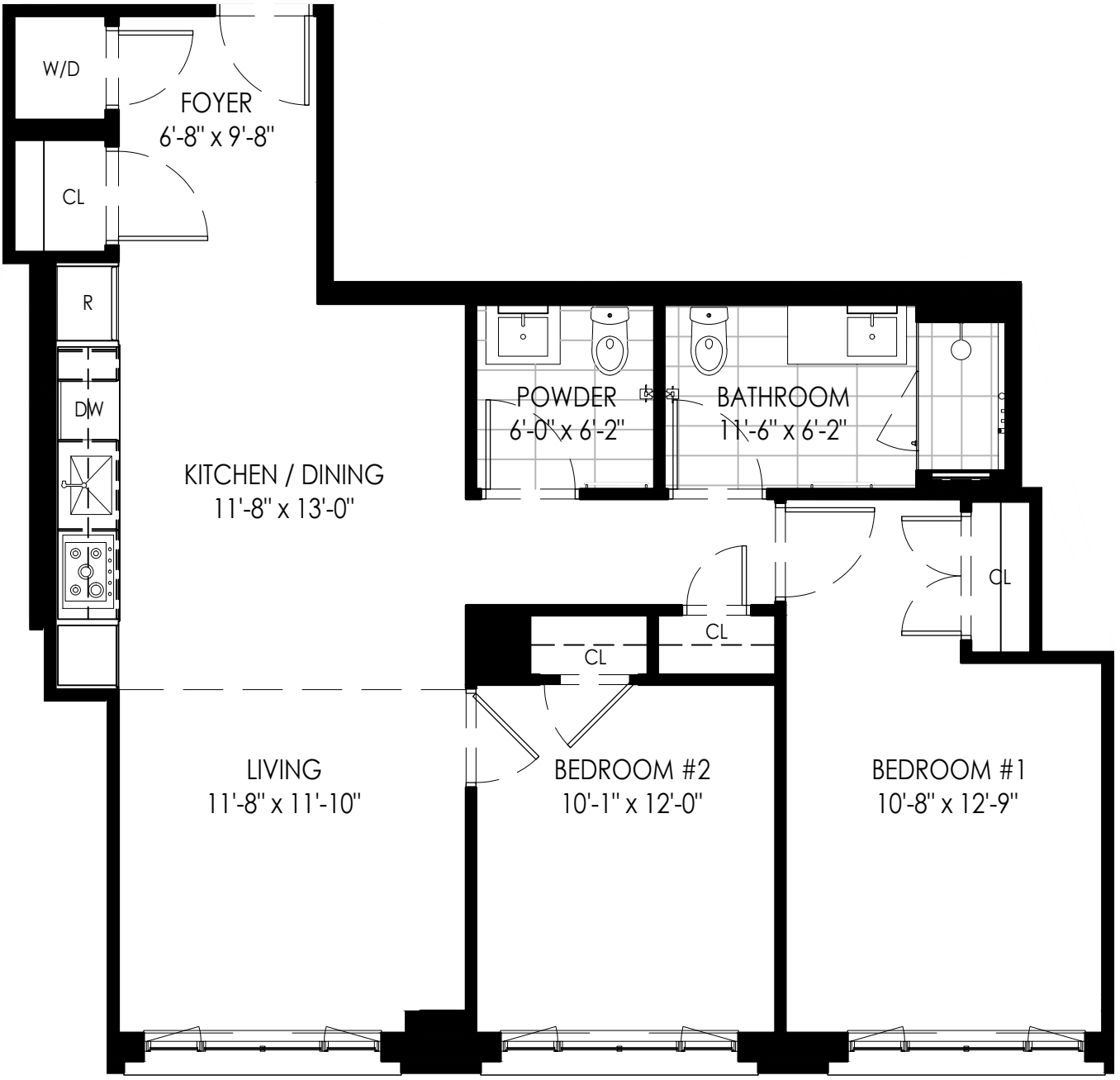
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

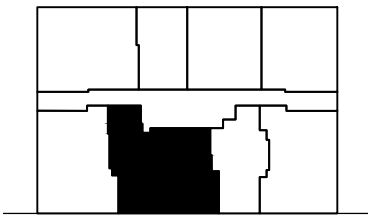
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET



UNIT 4B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.





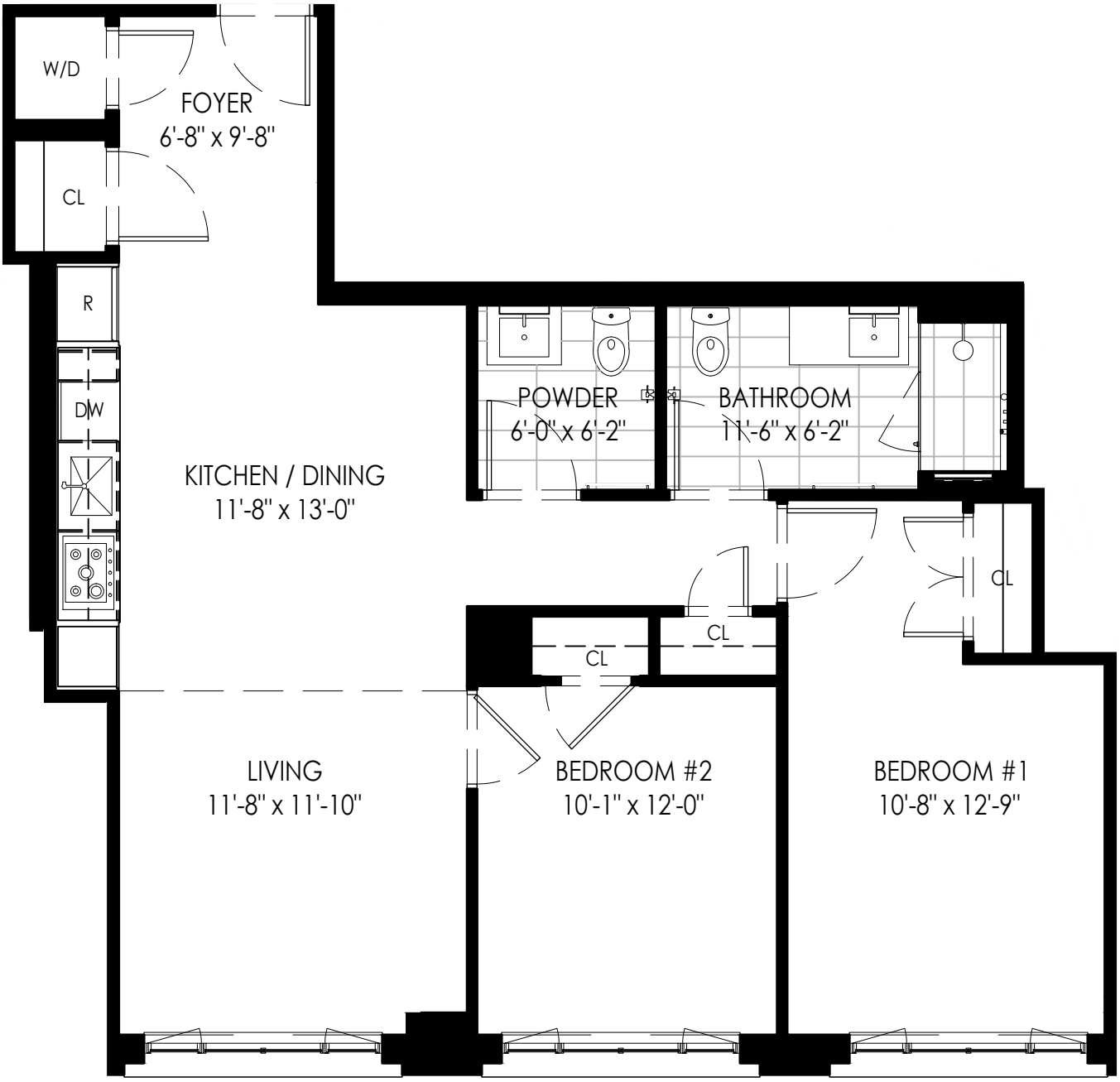
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

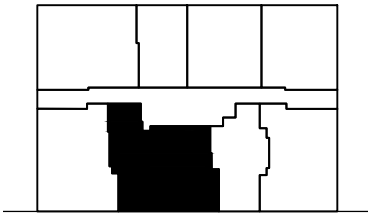
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET



UNIT 5B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.





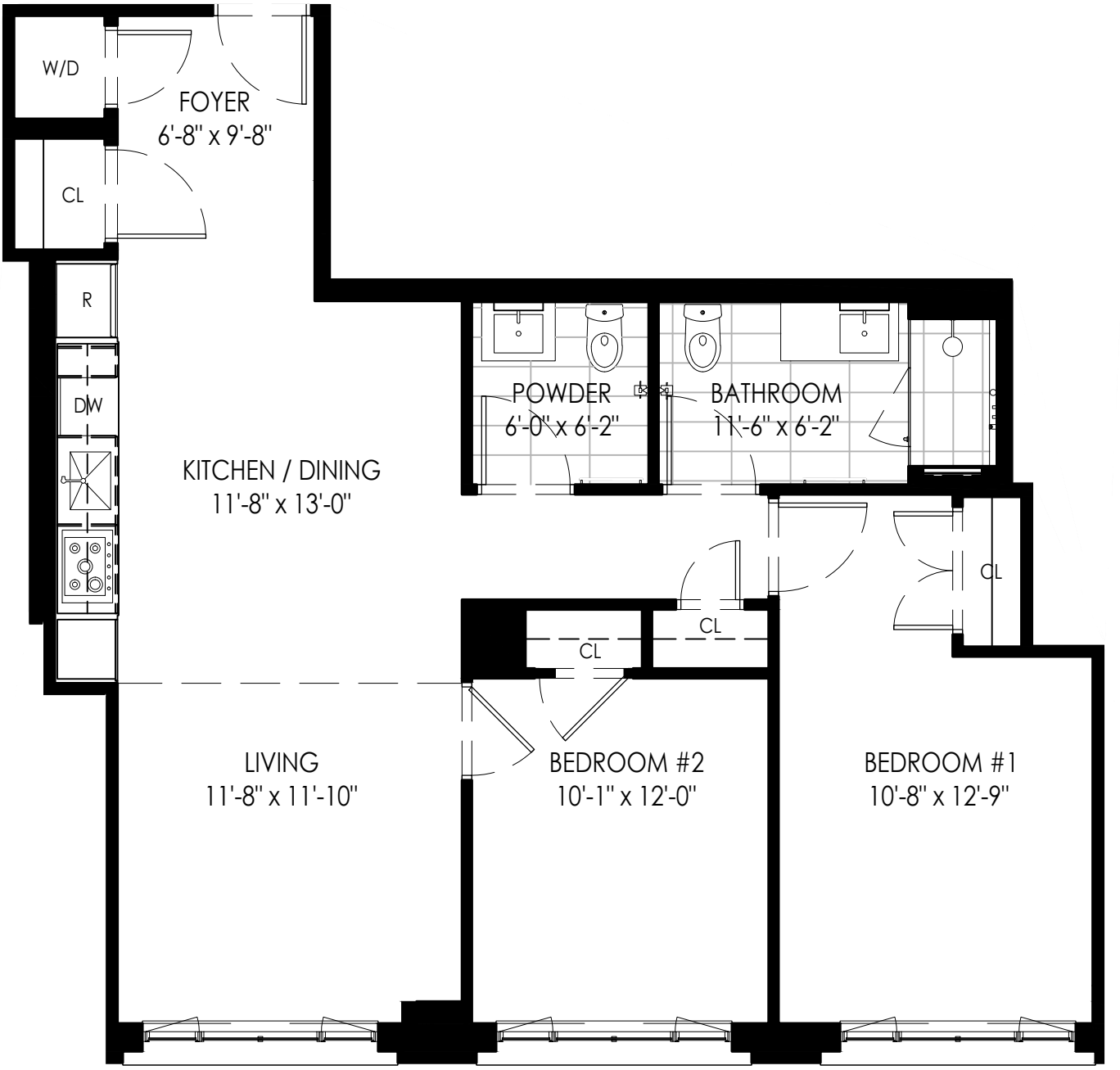
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

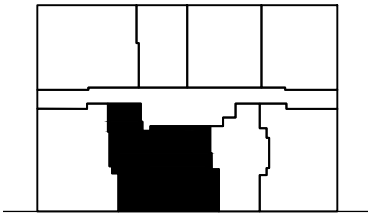
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET



UNIT 6B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.



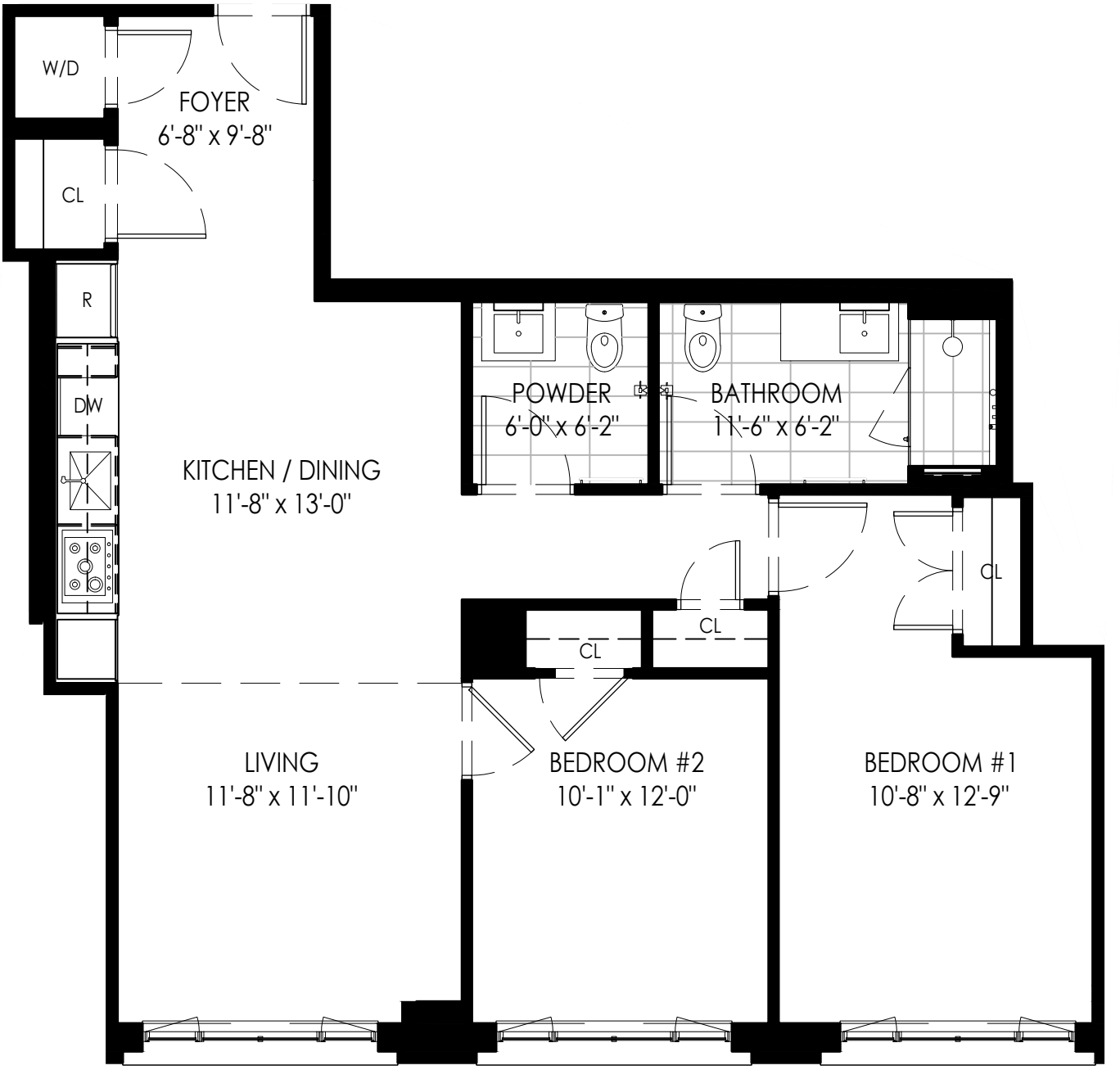


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

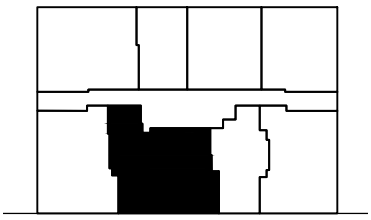
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET



UNIT 7B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

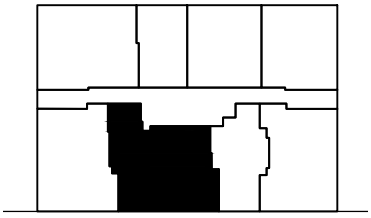
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8B

2 BEDROOM
1.5 BATHROOM
1038 UNIT SQ. FT.





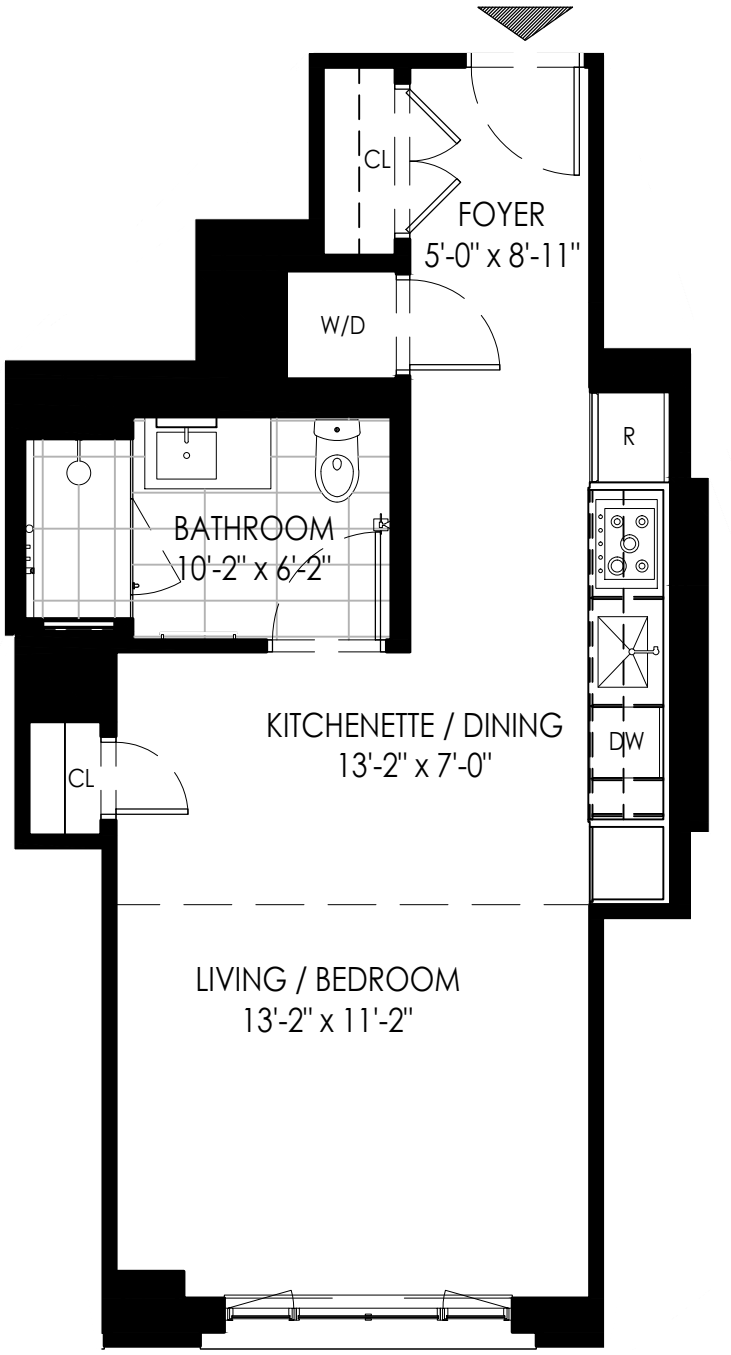
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

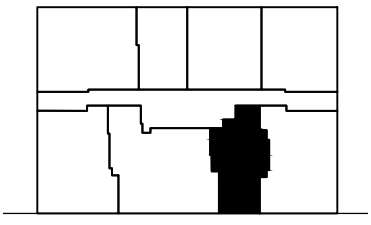
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.



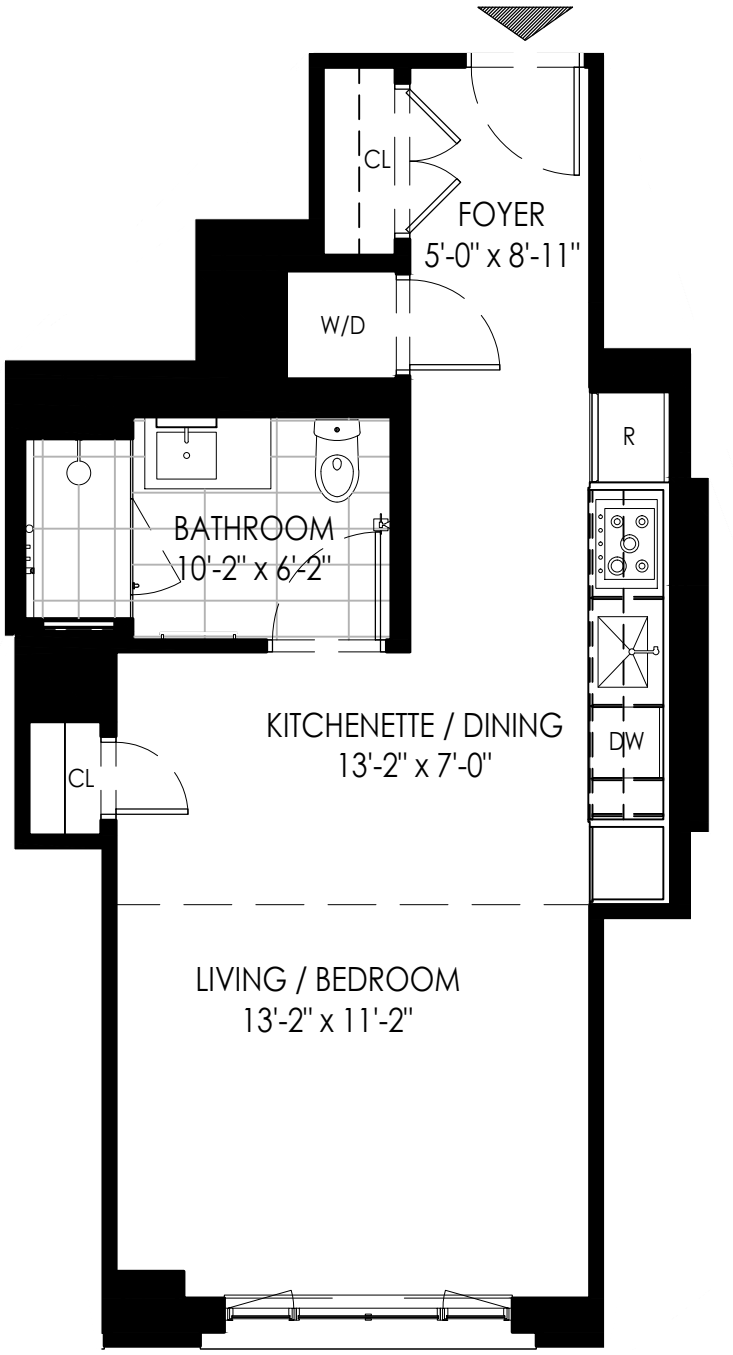


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

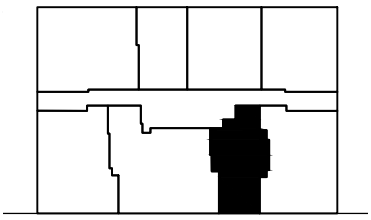
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 3C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.





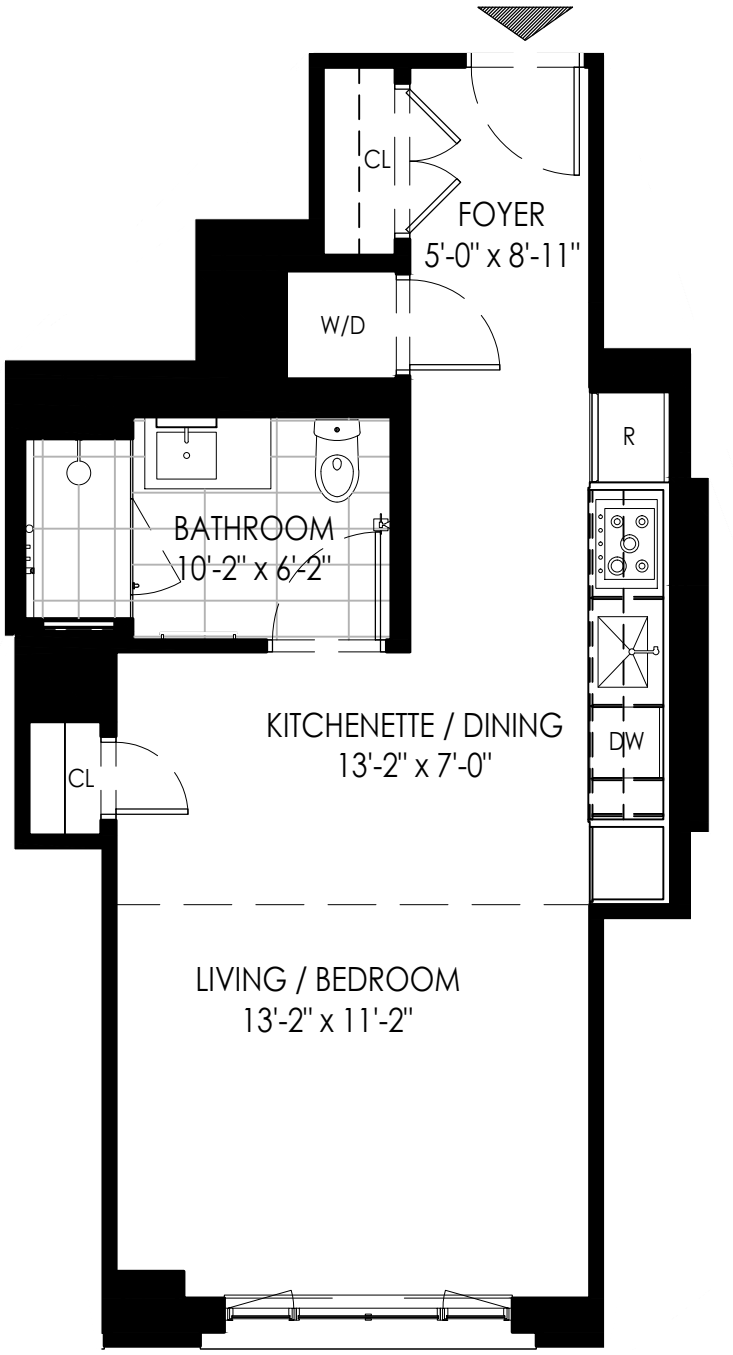
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

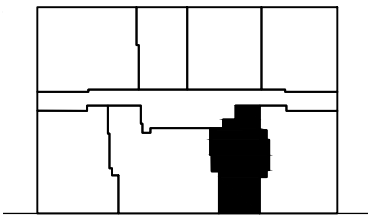
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 5C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.





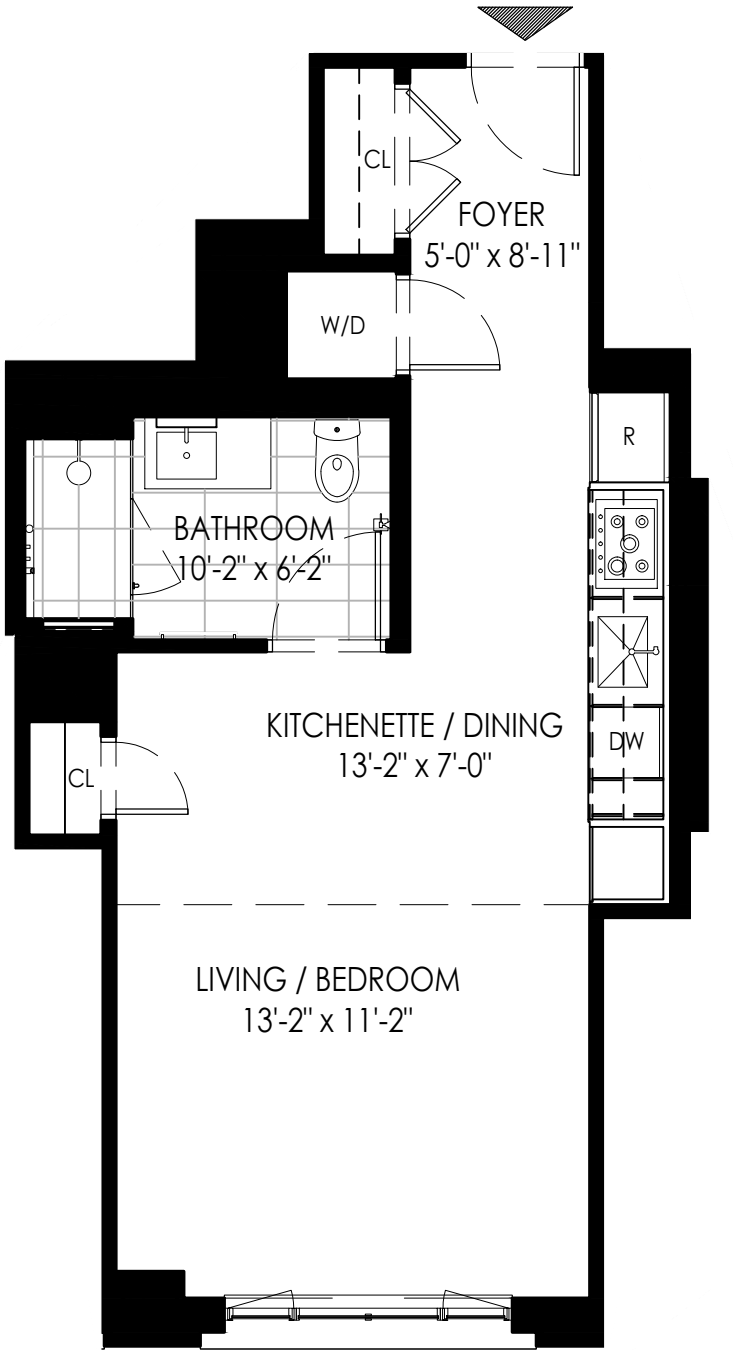
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

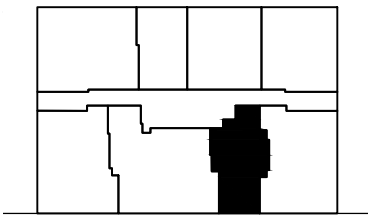
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 4C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.





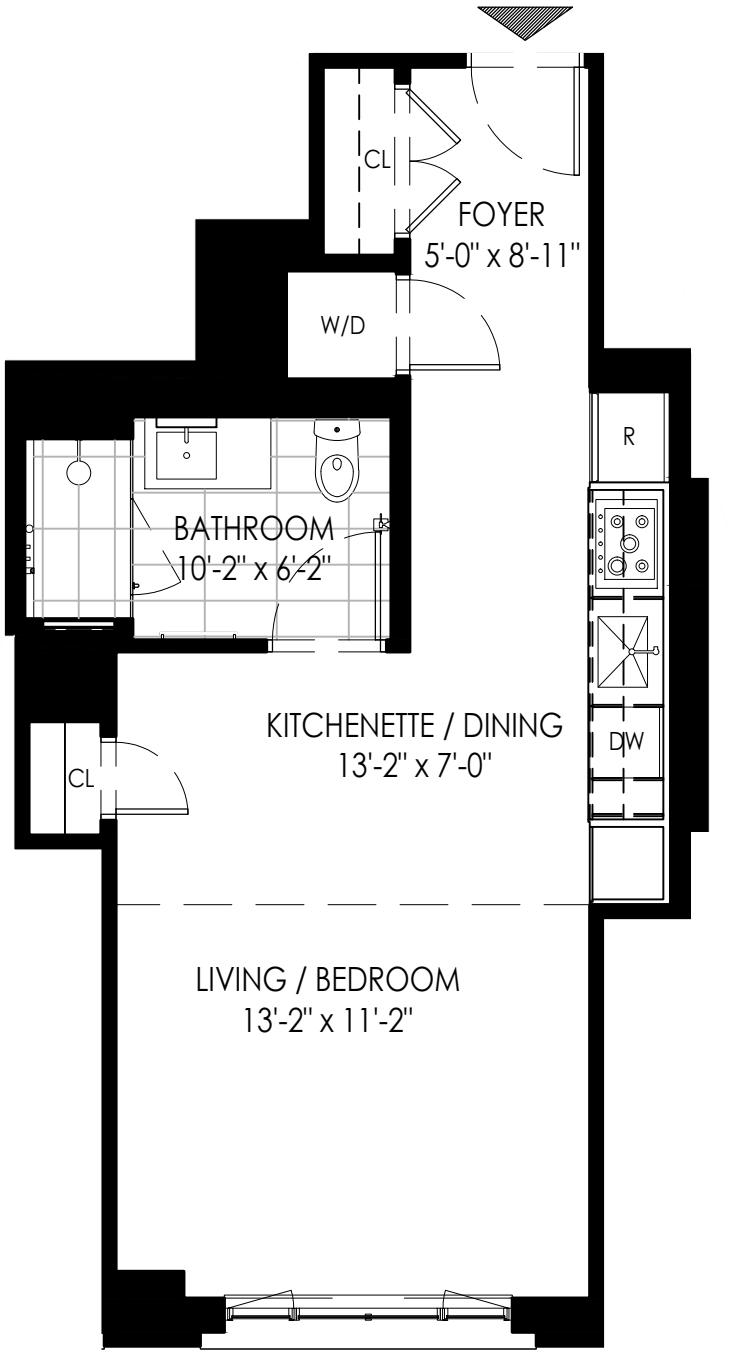
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

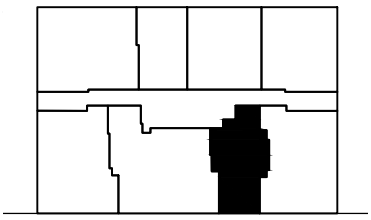
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 6C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.





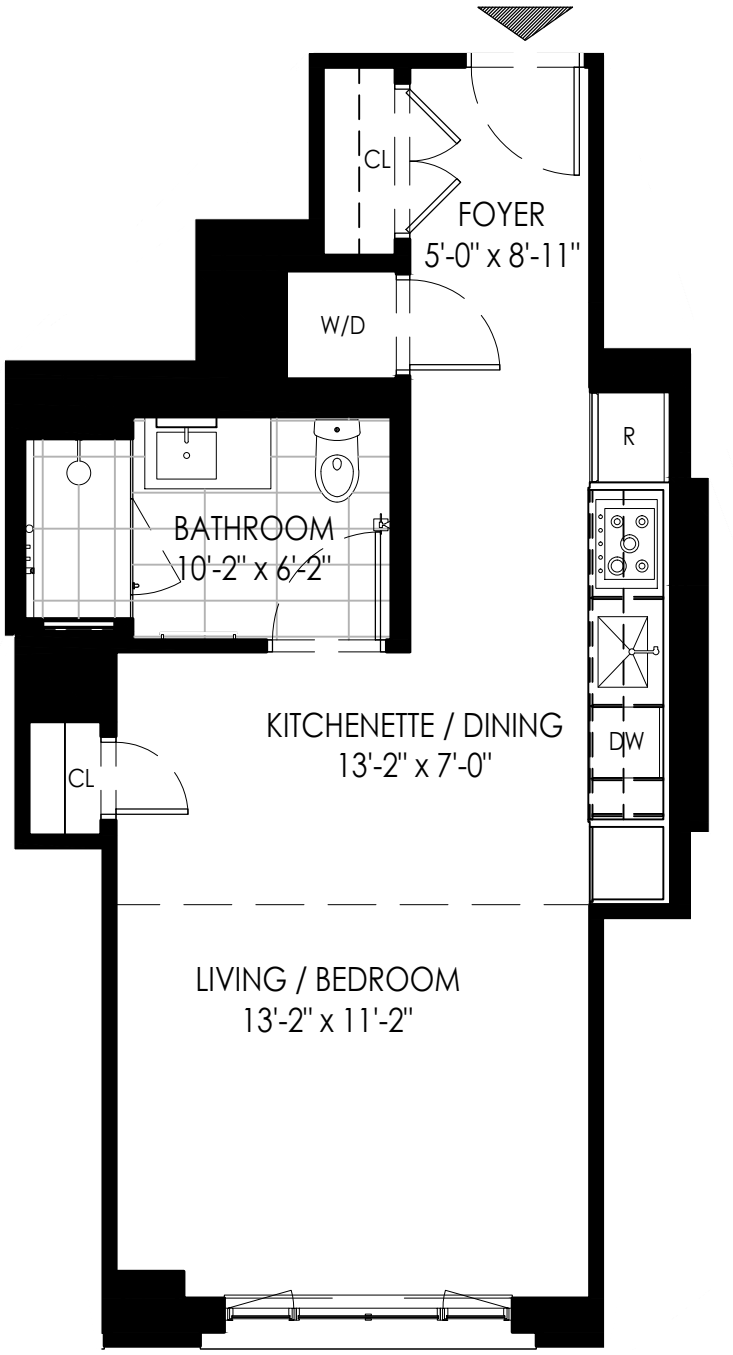
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

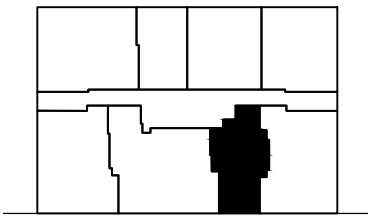
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 7C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.





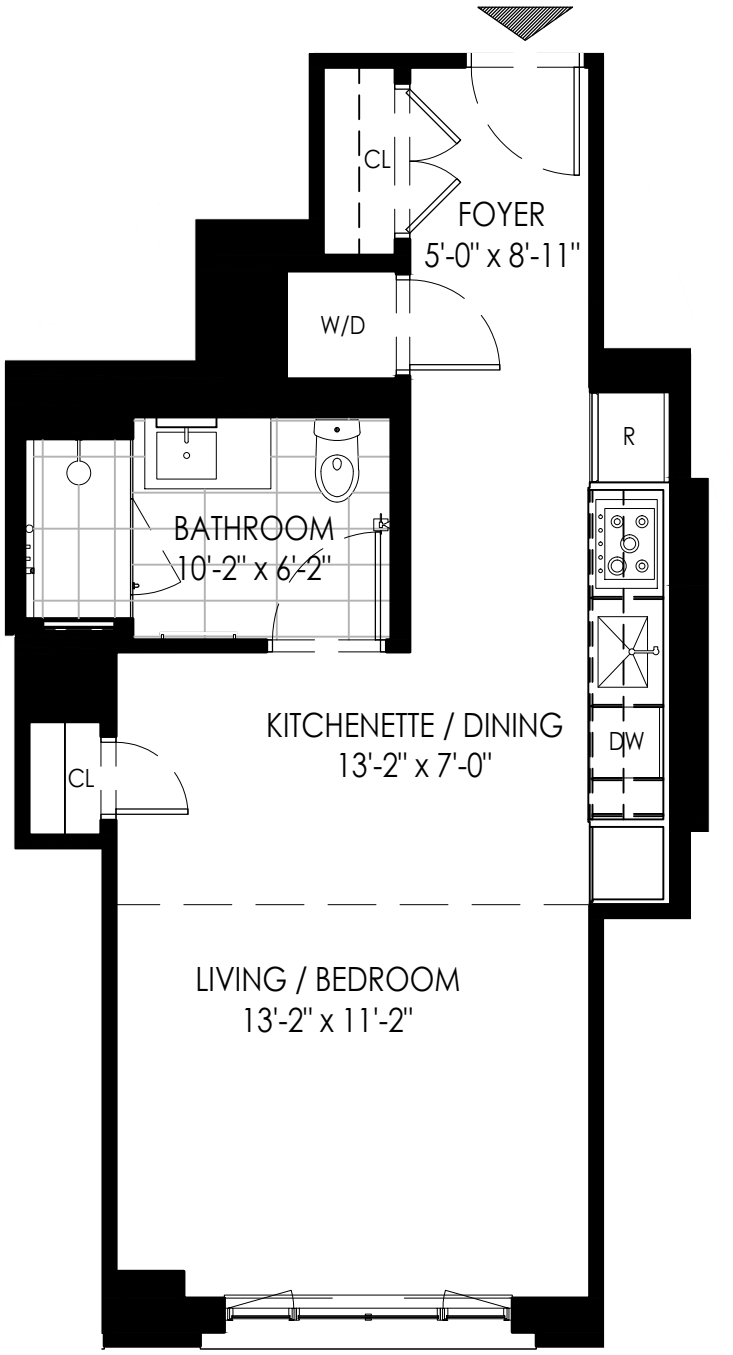
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

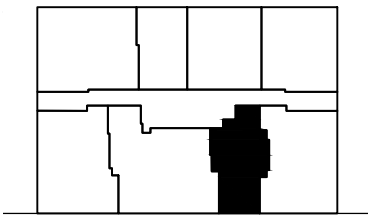
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8C

STUDIO
1 BATHROOM
542 UNIT SQ. FT.





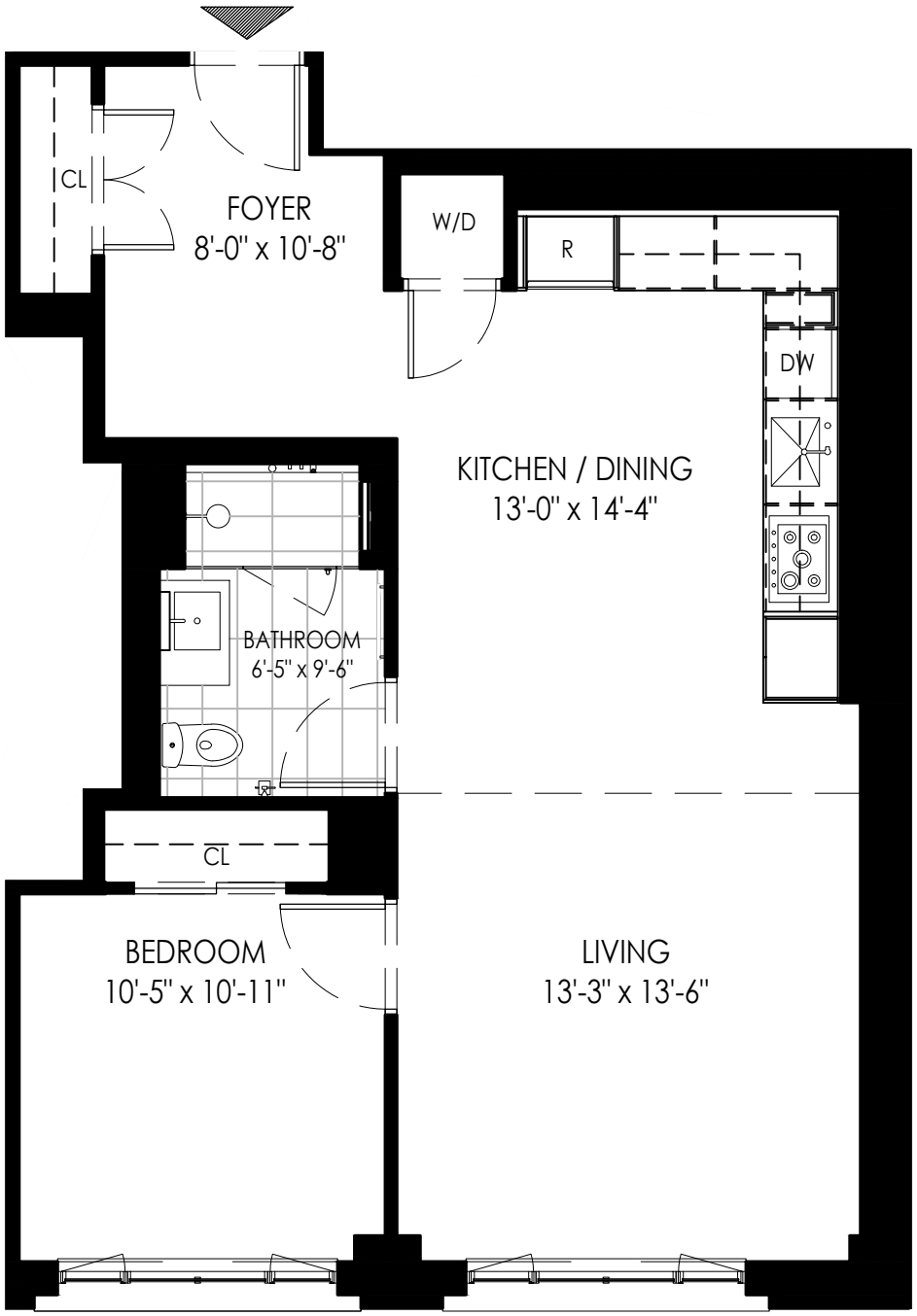
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

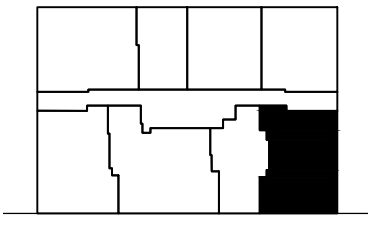
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.



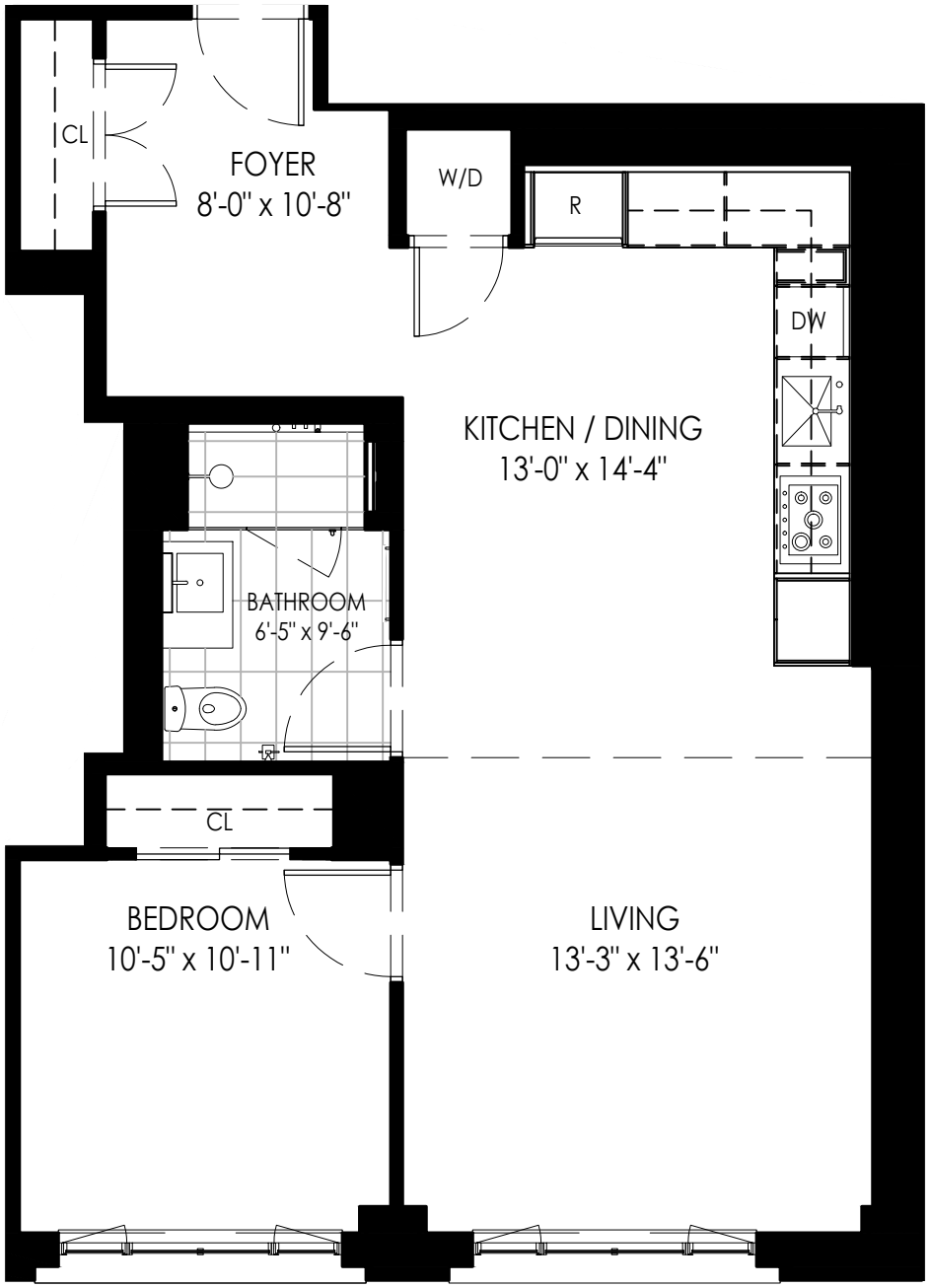


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

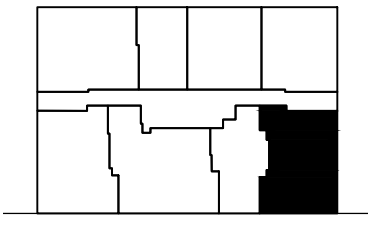
RAND
ENGINEERINC
159 WEST 25T
NEW YORK, N
TEL. (212) 675-88



UNIT 3D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.





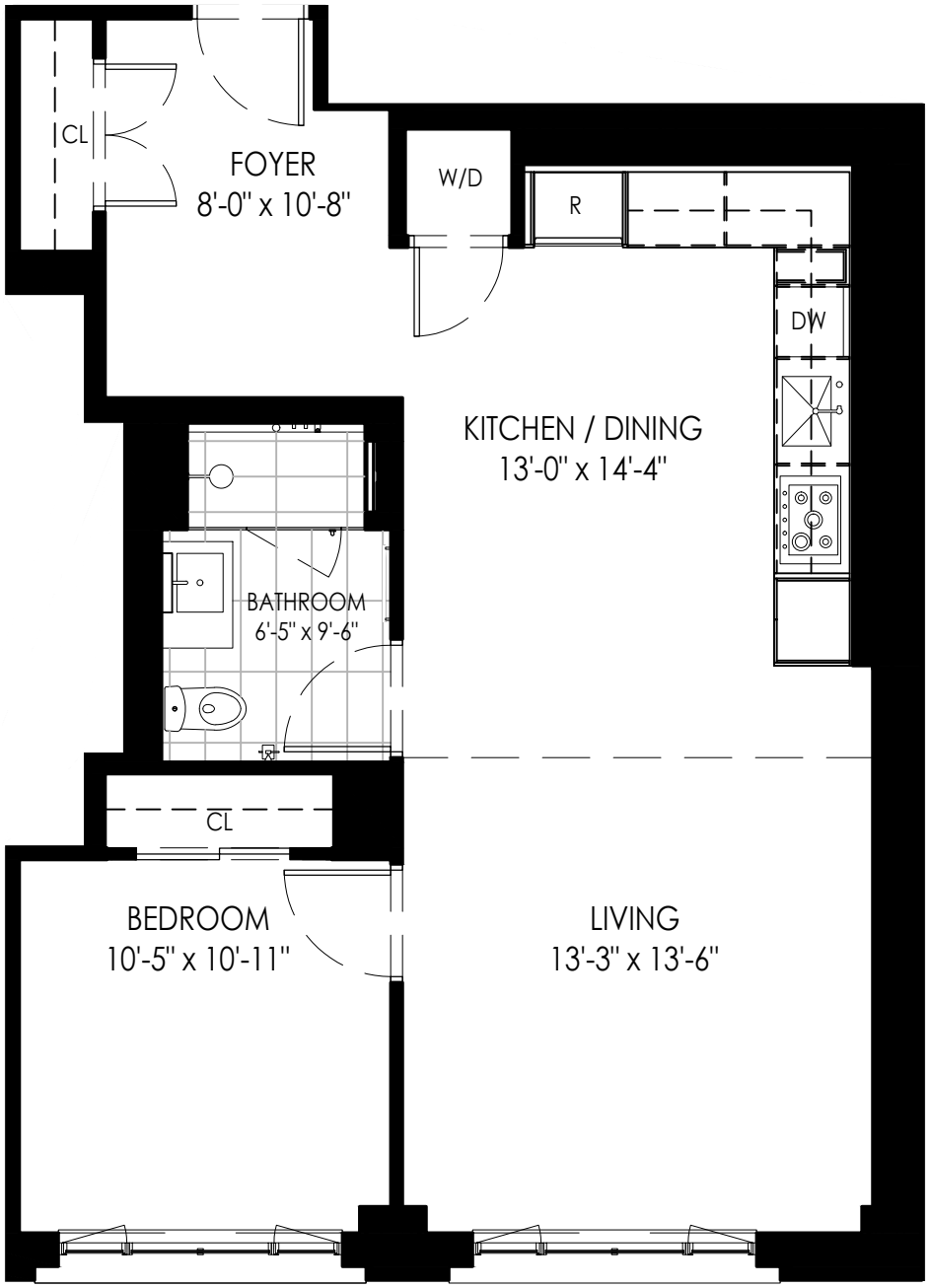
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

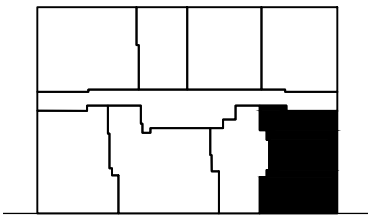
RAND
ENGINEERINC
159 WEST 25T
NEW YORK, N
TEL. (212) 675-88



UNIT 4D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.





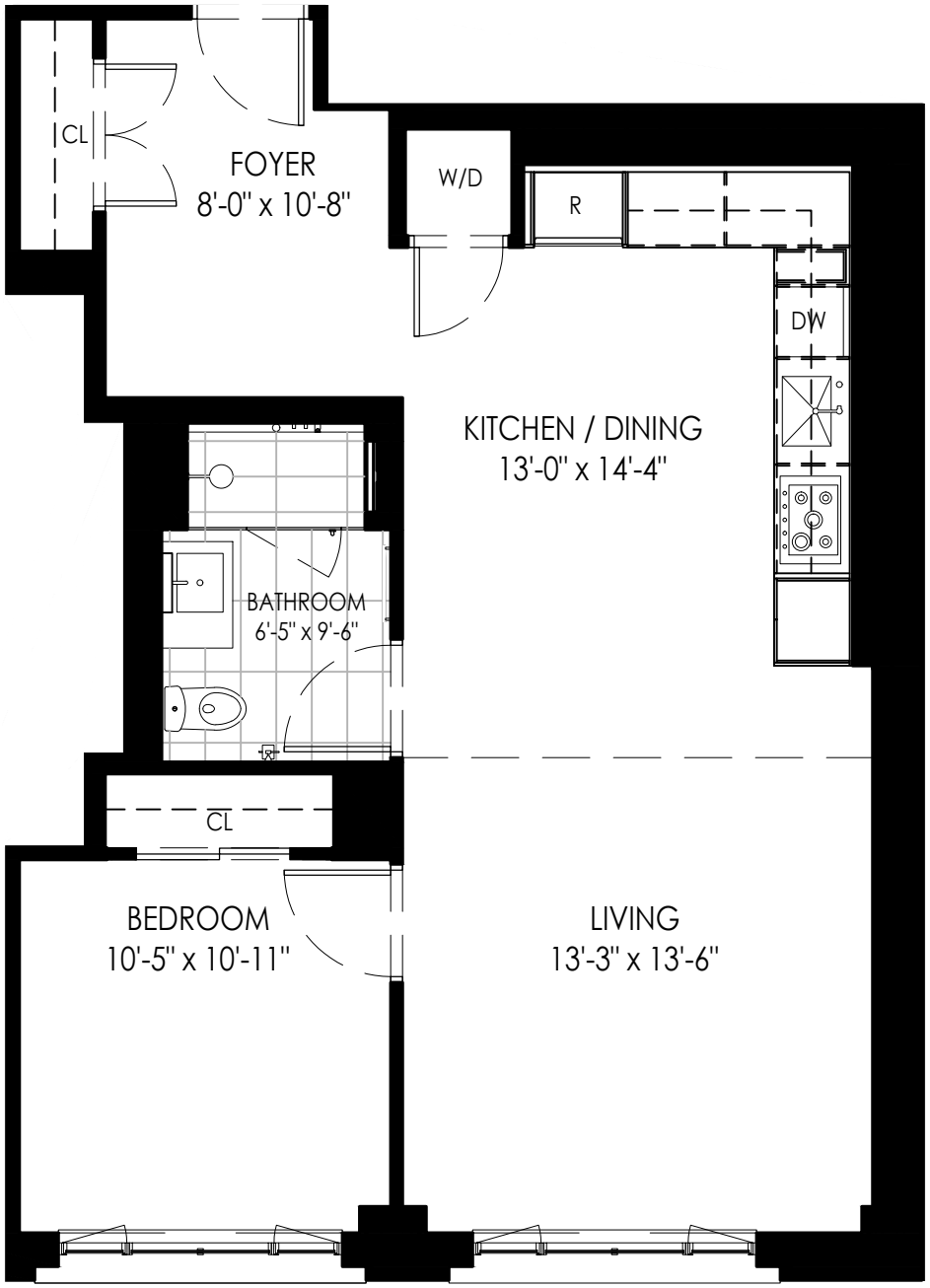
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

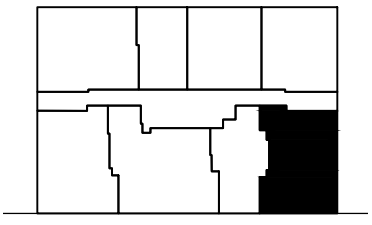
RAND
ENGINEERINC
159 WEST 25T
NEW YORK, N
TEL. (212) 675-88



UNIT 5D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.





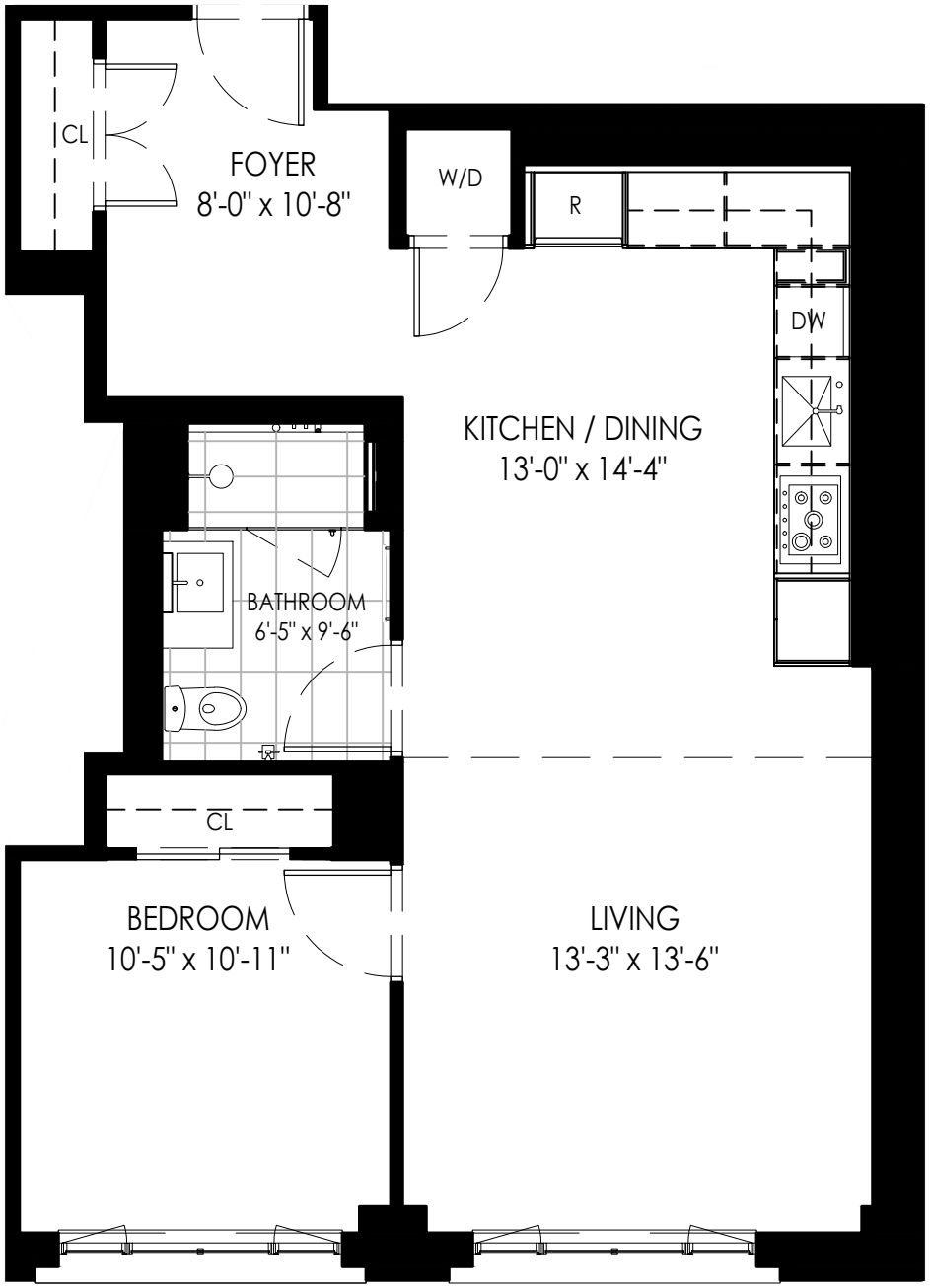
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

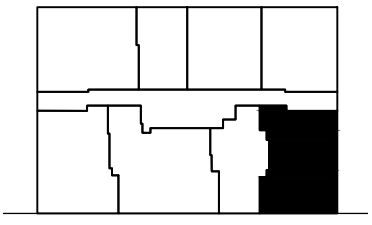
RAND
ENGINEERINC
159 WEST 25T
NEW YORK, N
TEL. (212) 675-88



UNIT 6D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.





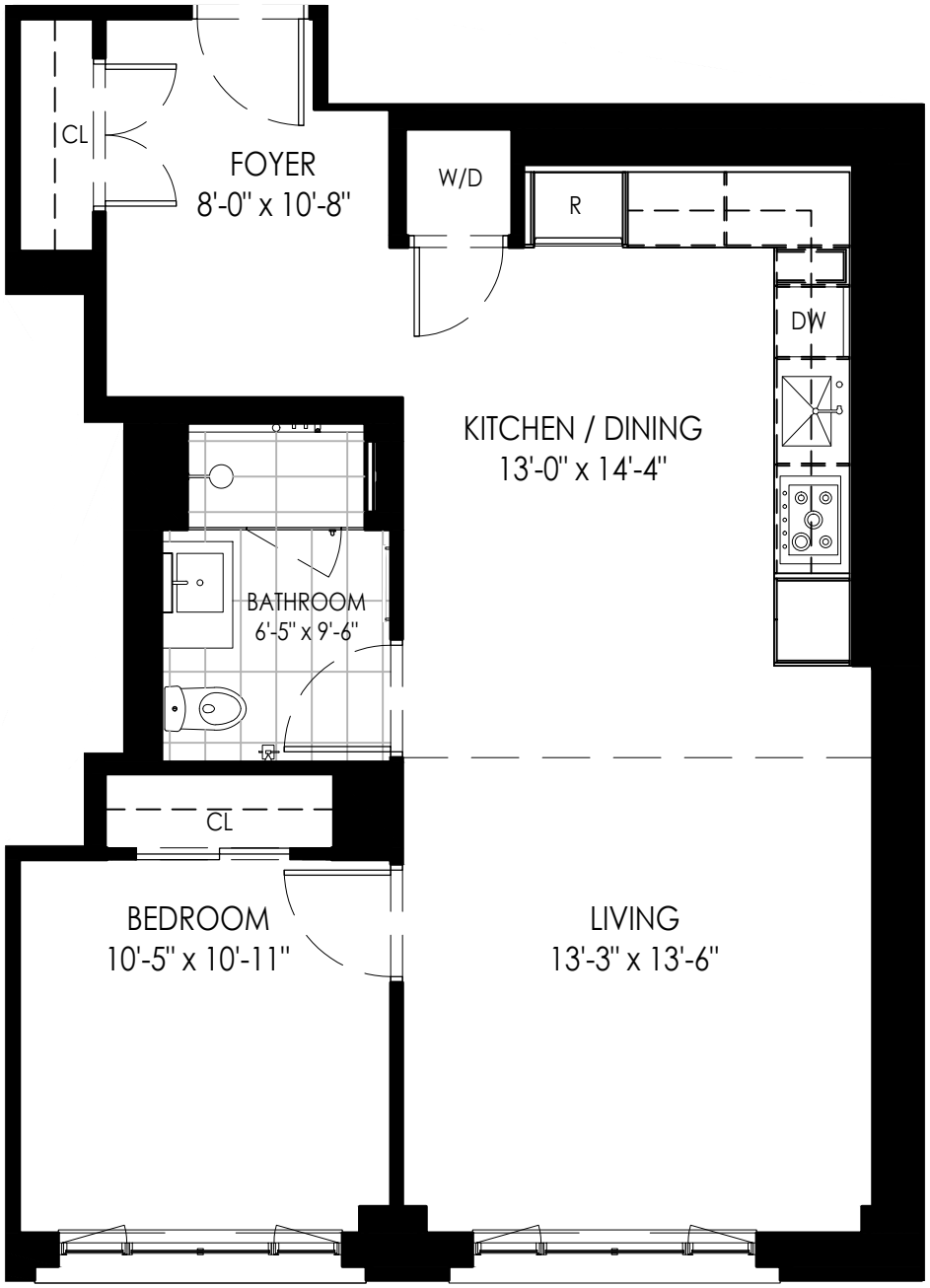
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

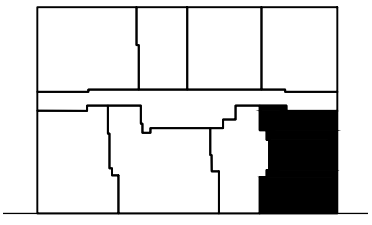
RAND
ENGINEERINC
159 WEST 25T
NEW YORK, N
TEL. (212) 675-88



UNIT 7D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.





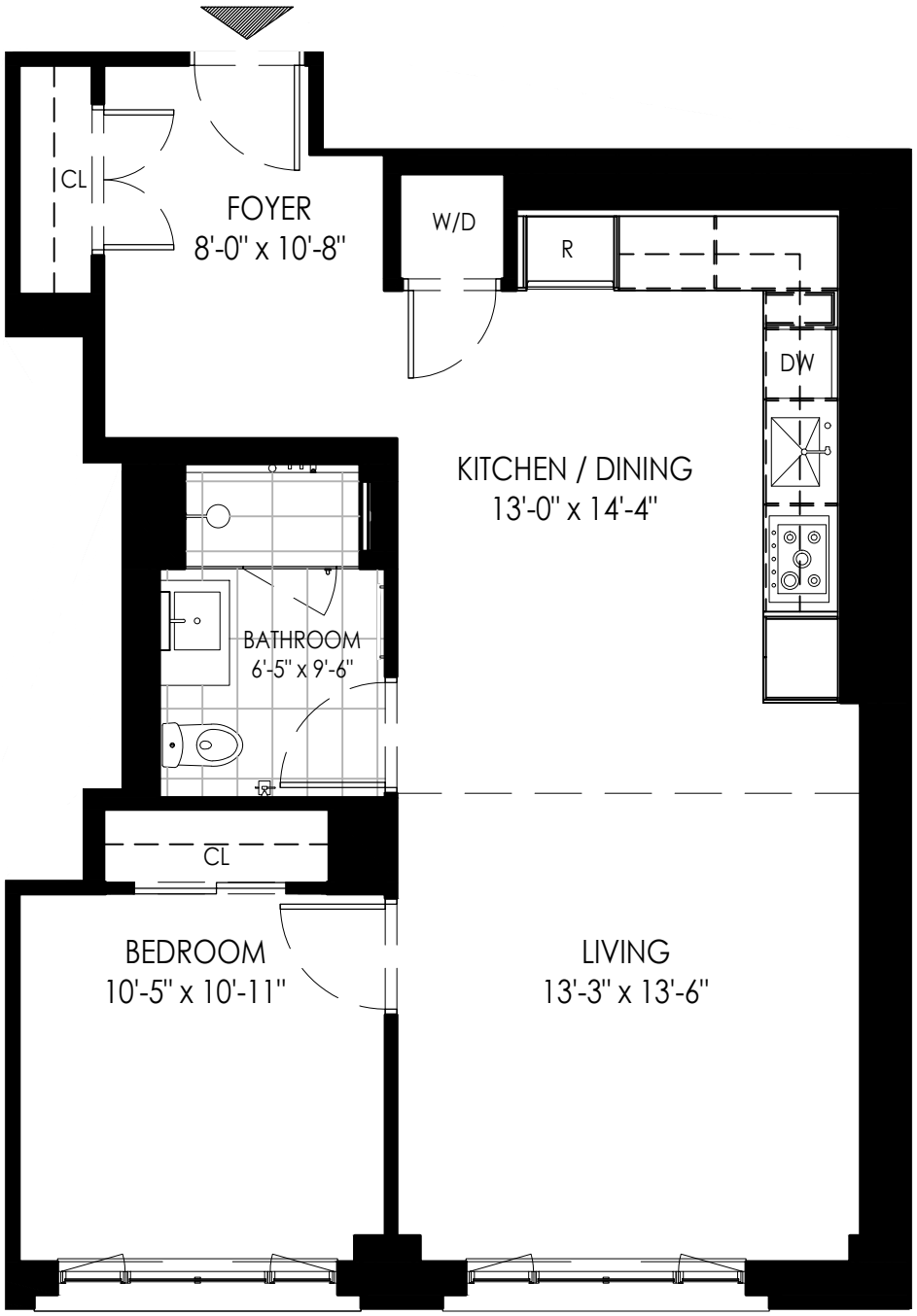
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

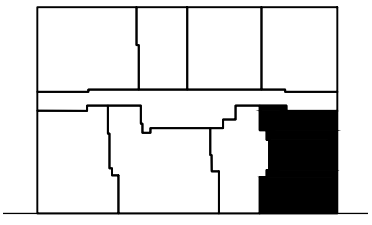
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8D

1 BEDROOM
1 BATHROOM
855 UNIT SQ. FT.





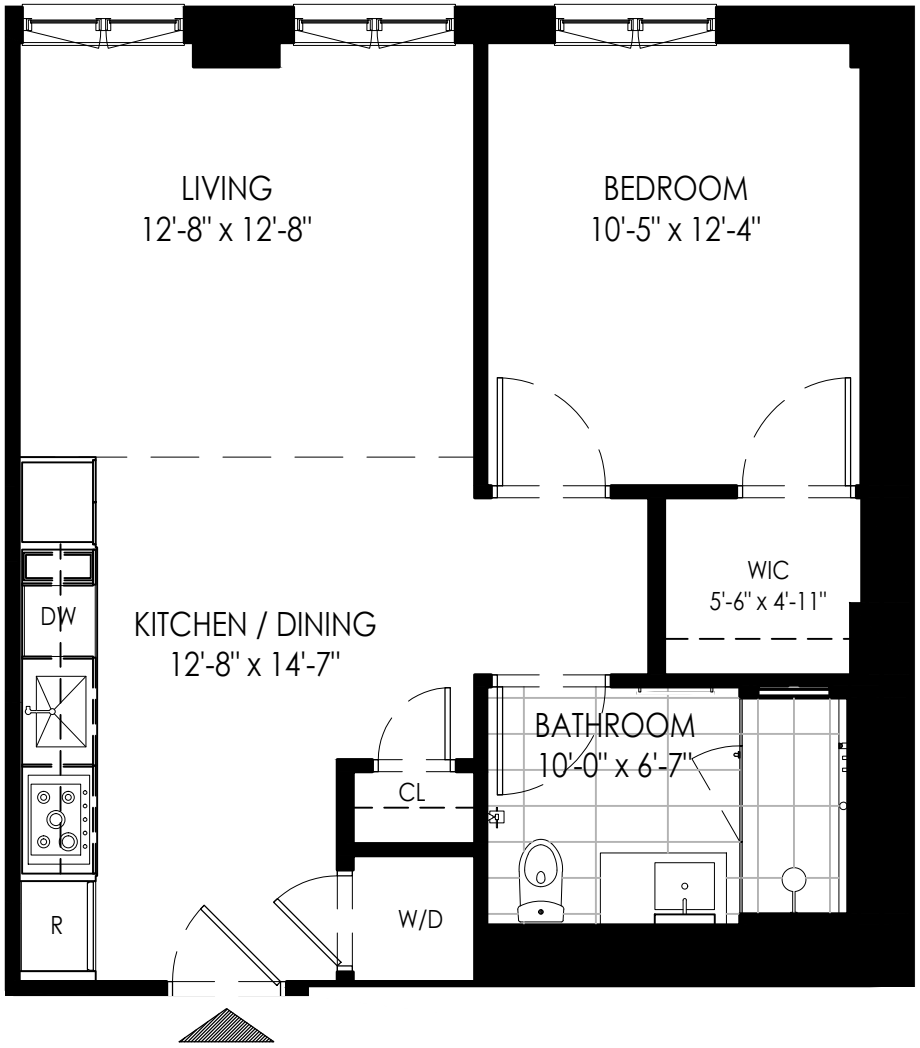
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

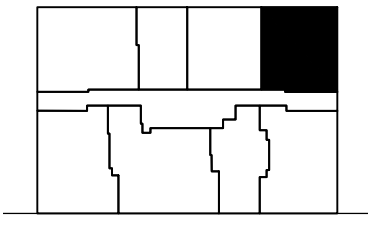
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2E

1 BEDROOM
1 BATHROOM
708 UNIT SQ. FT.





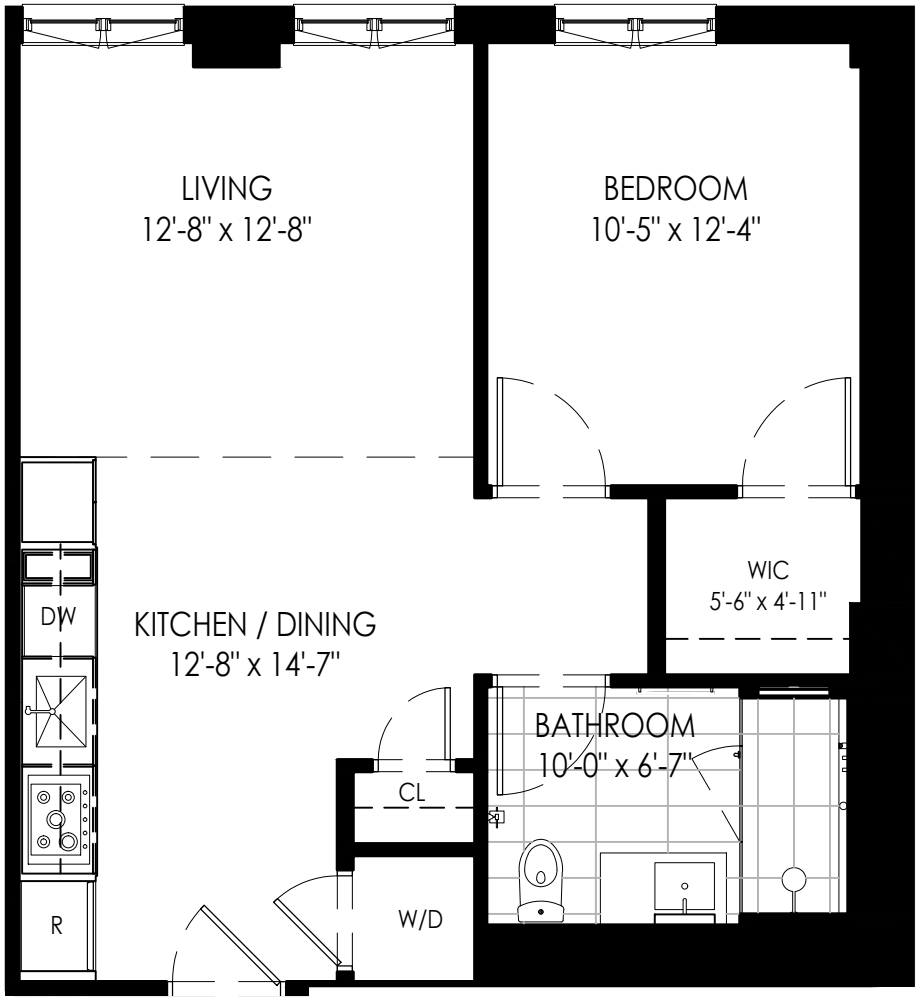
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

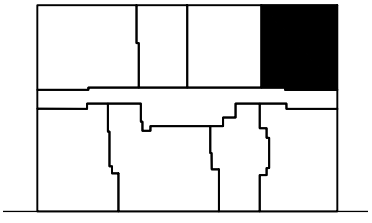
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 3E

1 BEDROOM
1 BATHROOM
708 UNIT SQ. FT.





WEST 29TH STREET

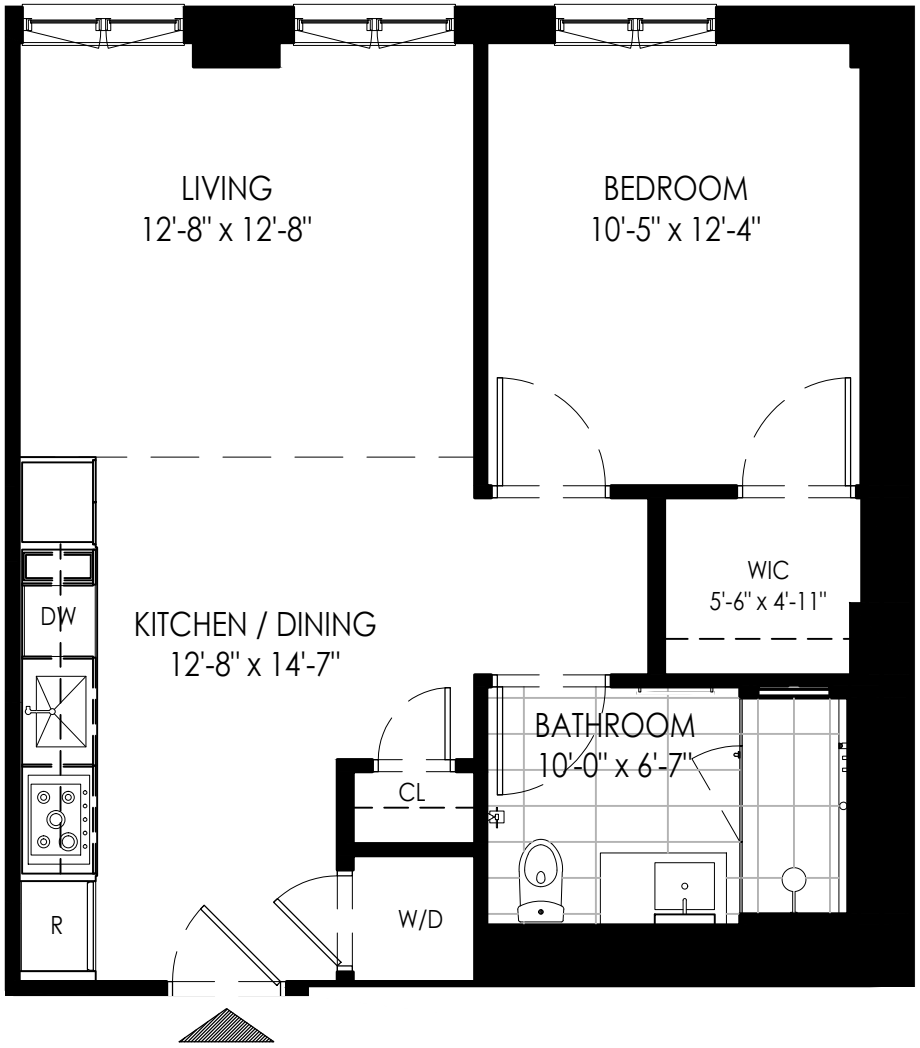
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

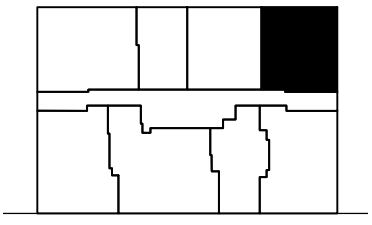
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 4E

1 BEDROOM
1 BATHROOM
708 UNIT SQ. FT.





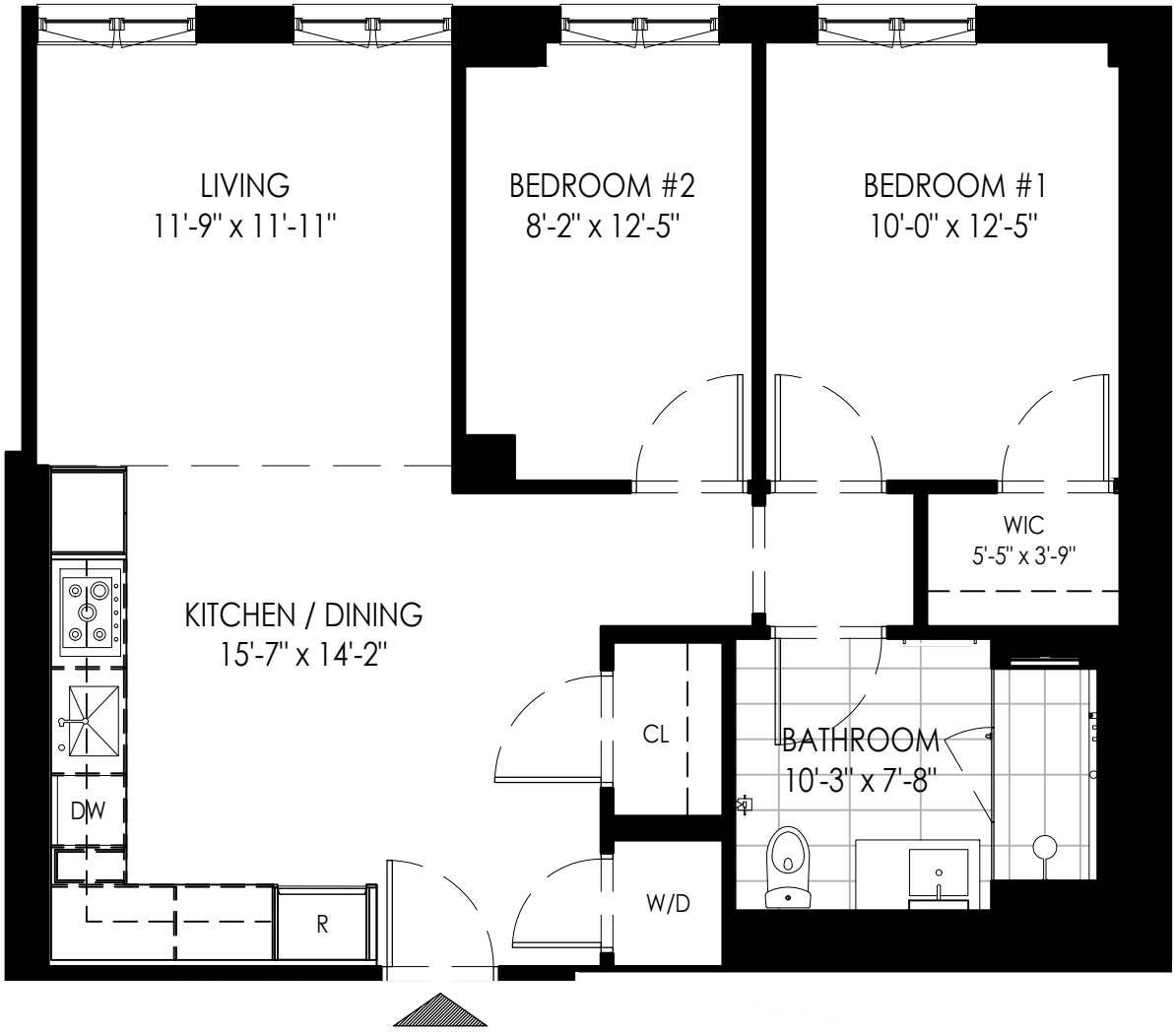
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

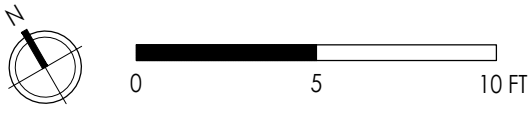
517 WEST 29TH STREET

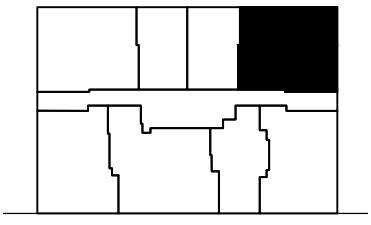
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 5E

2 BEDROOM
1 BATHROOM
914 UNIT SQ. FT.



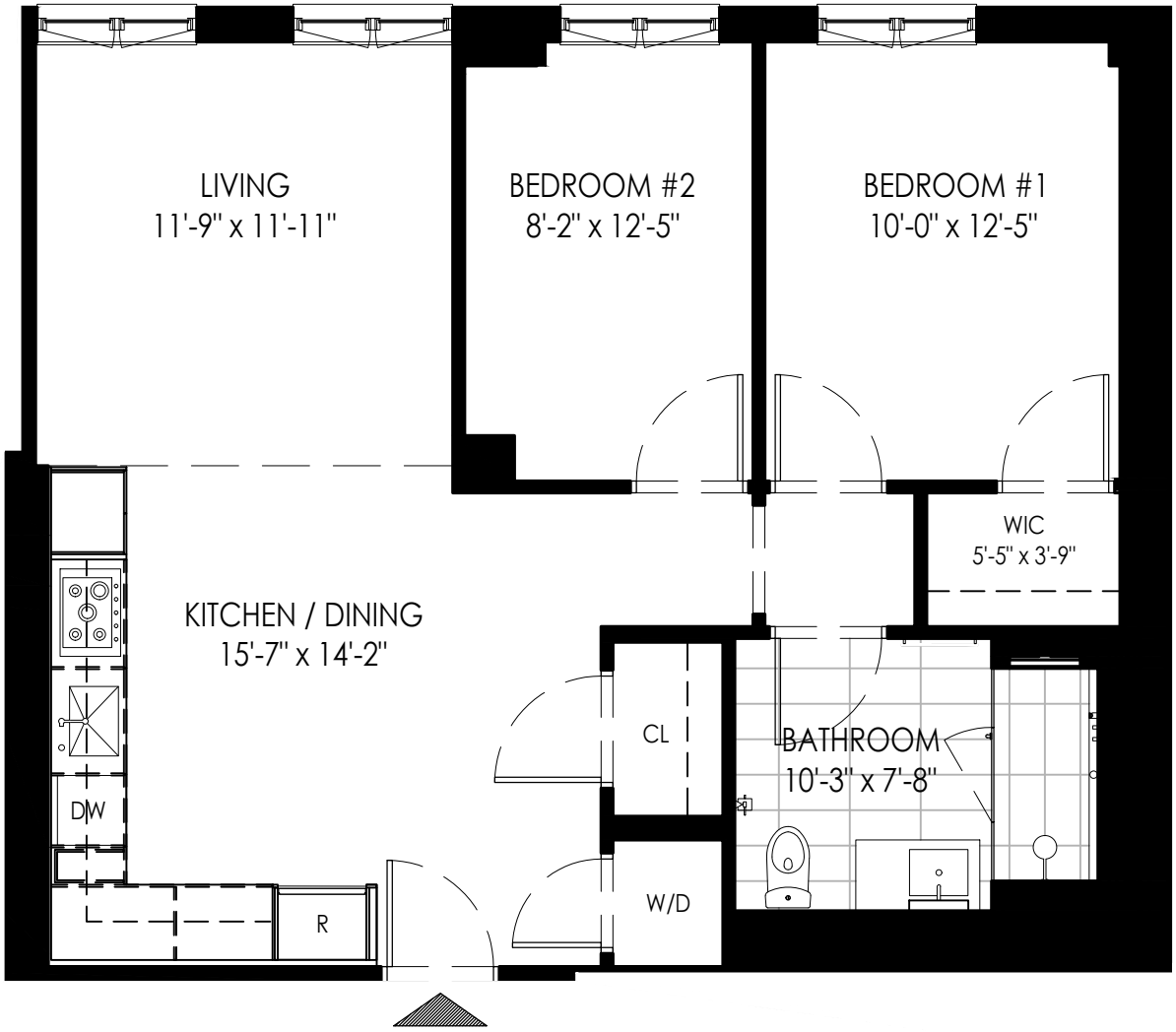


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

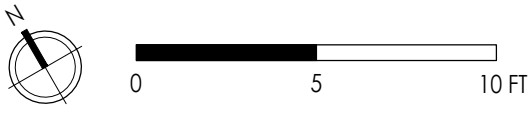
517 WEST 29TH STREET

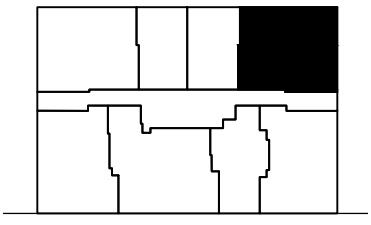
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8E

2 BEDROOM
1 BATHROOM
914 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

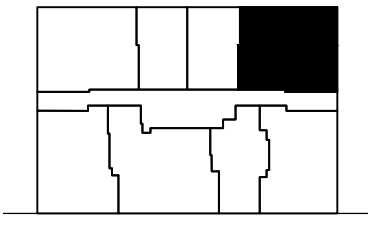
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 7E

2 BEDROOM
1 BATHROOM
914 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

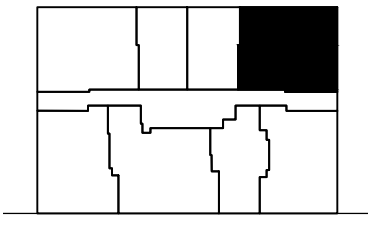
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 6E

2 BEDROOM
1 BATHROOM
914 UNIT SQ. FT.



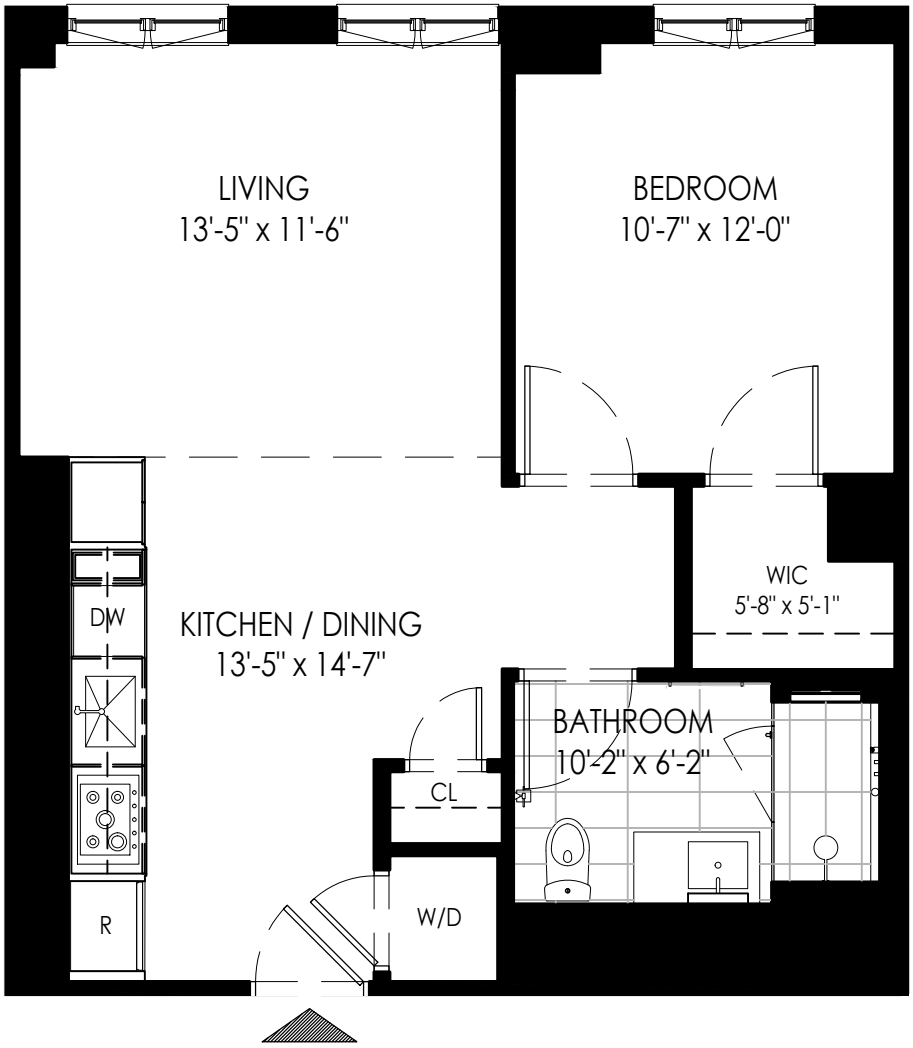


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

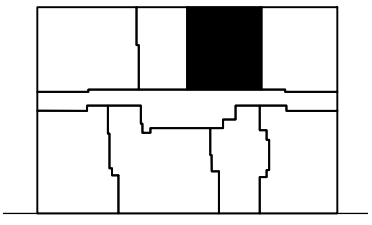
FRAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2F

1 BEDROOM
1 BATHROOM
679 UNIT SQ. FT.





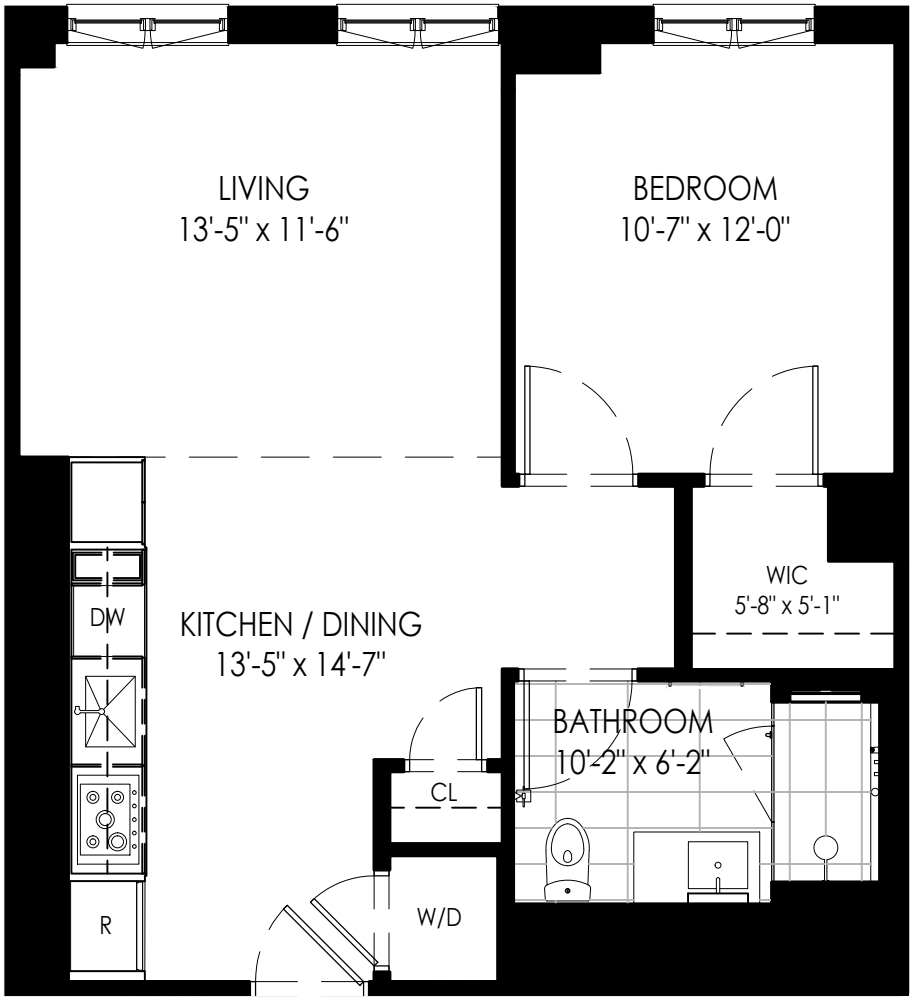
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

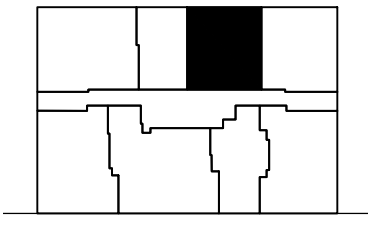
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 3F

1 BEDROOM
1 BATHROOM
679 UNIT SQ. FT.





WEST 29TH STREET

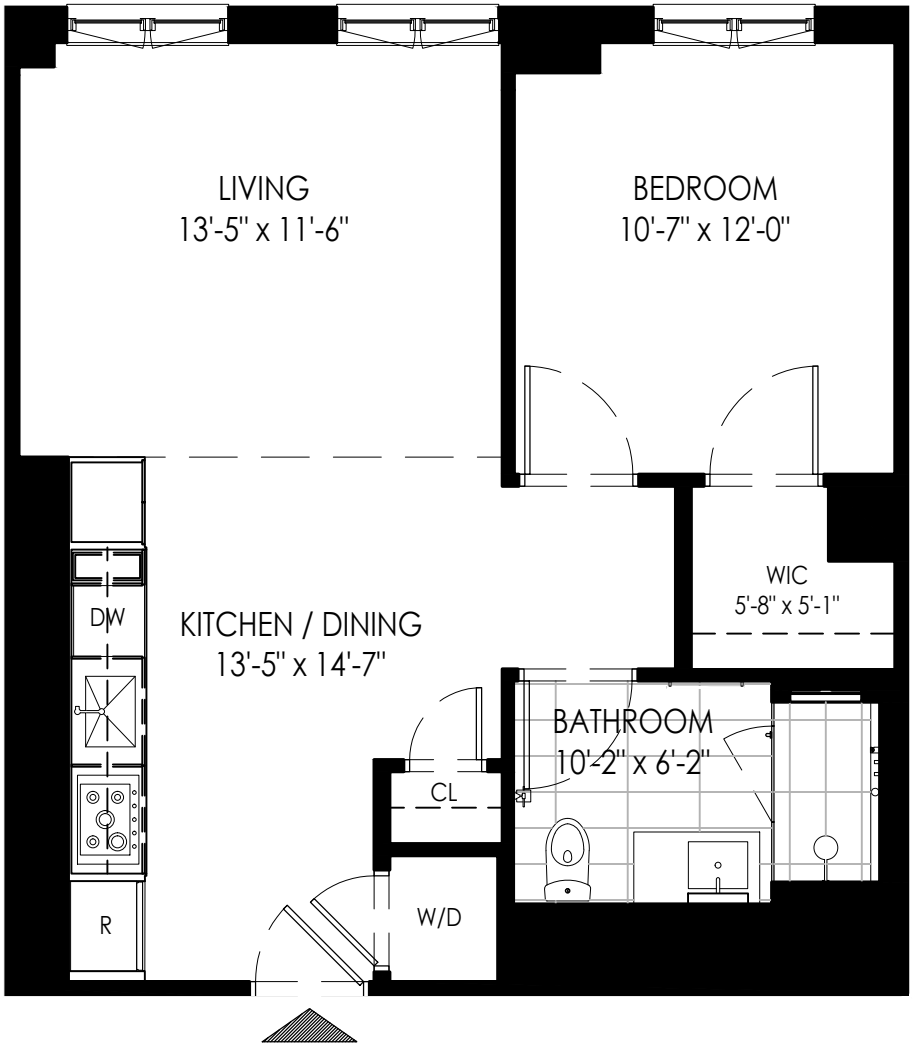
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

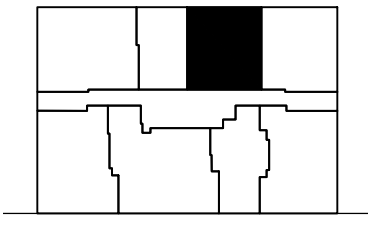
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 4F

1 BEDROOM
1 BATHROOM
679 UNIT SQ. FT.





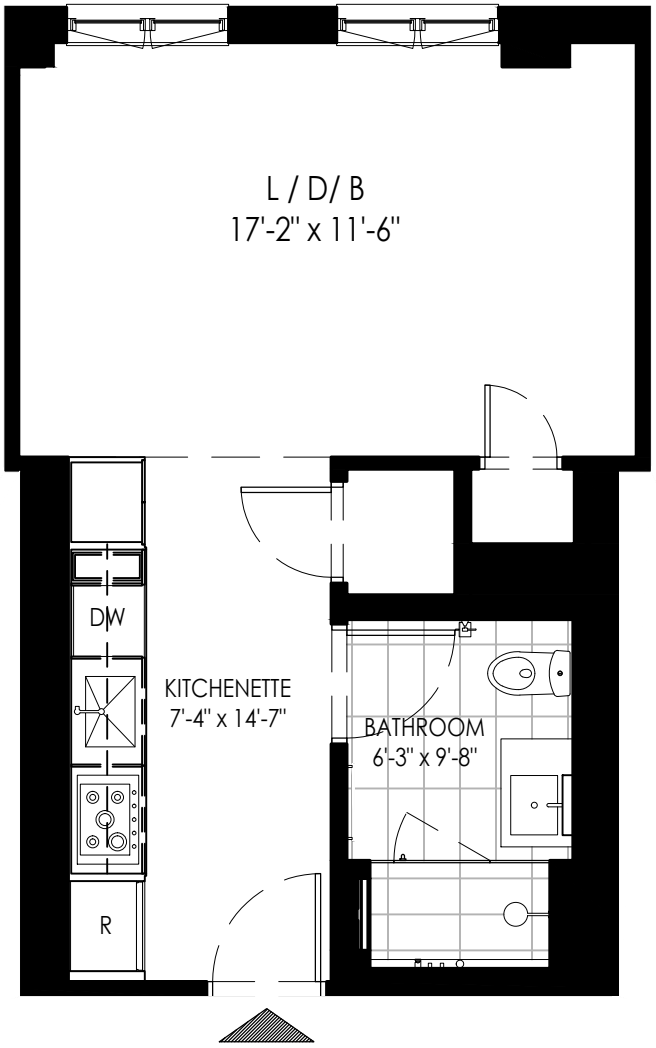
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

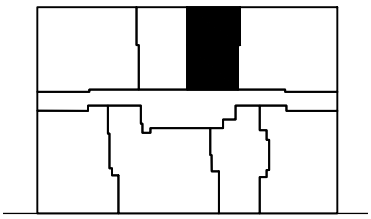
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 5F

STUDIO
1 BATHROOM
473 UNIT SQ. FT.



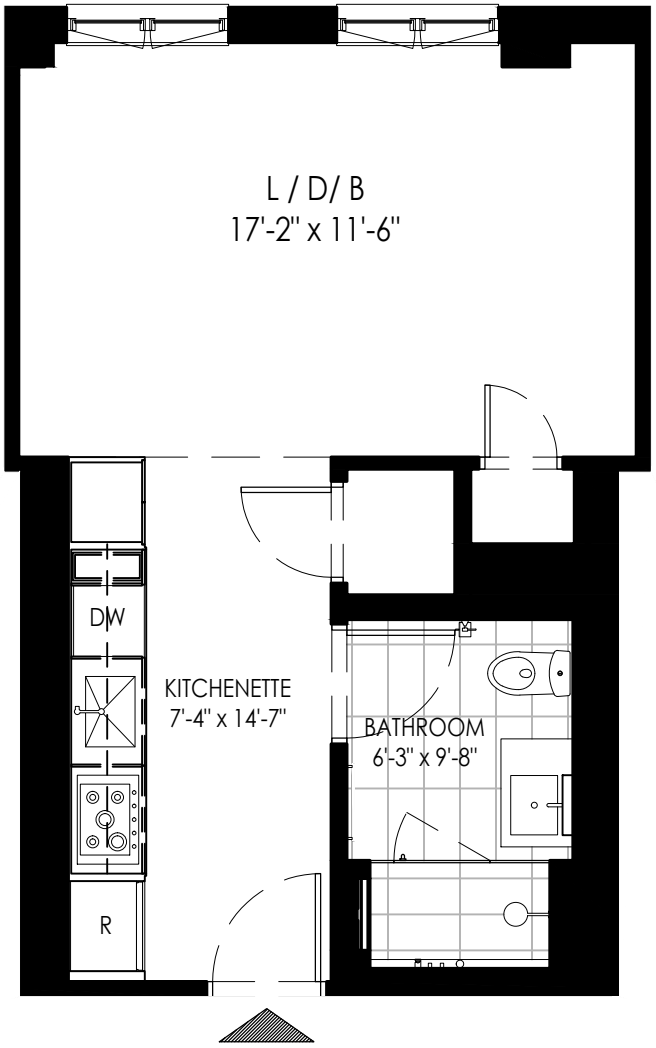


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

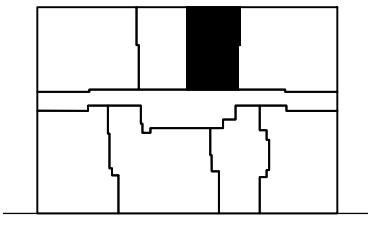
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8F

STUDIO
1 BATHROOM
473 UNIT SQ. FT.



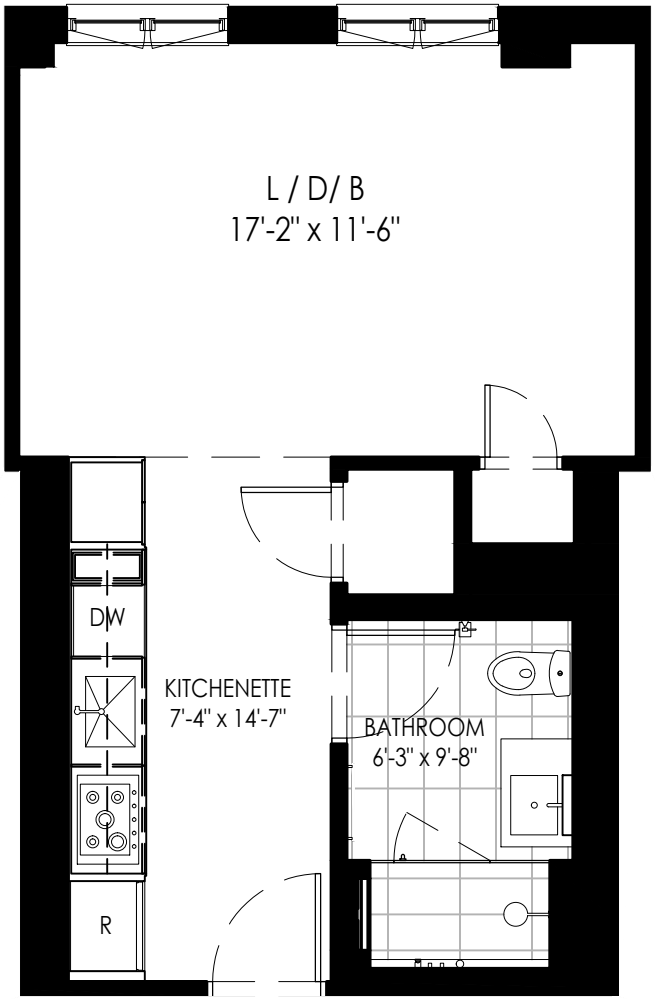


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

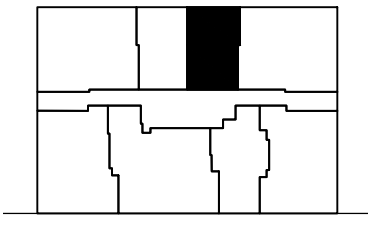
517 WEST 29TH STREET



UNIT 7F

STUDIO
1 BATHROOM
473 UNIT SQ. FT.



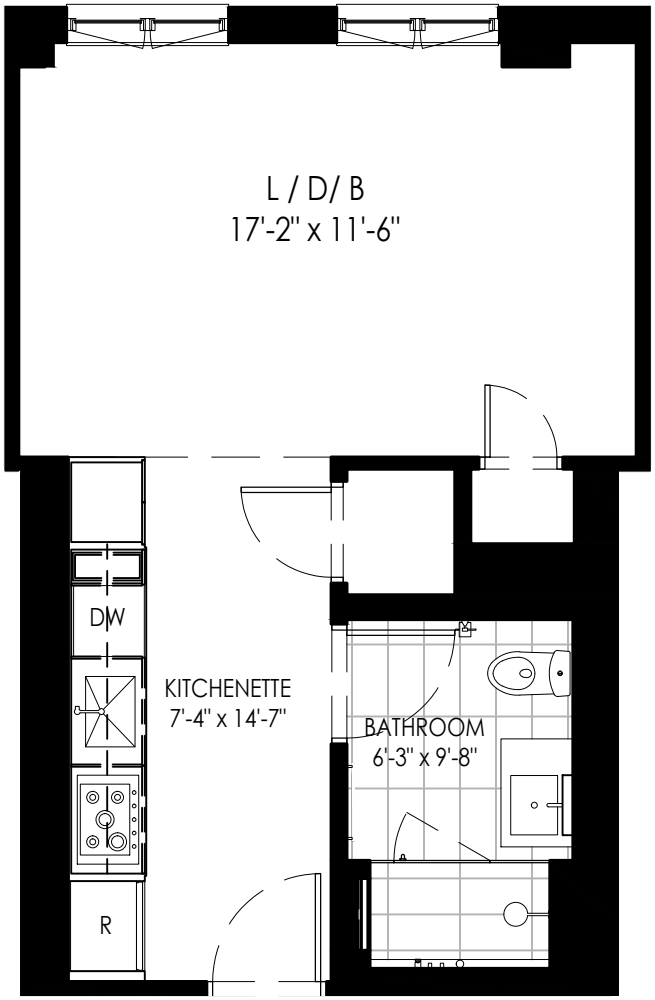


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

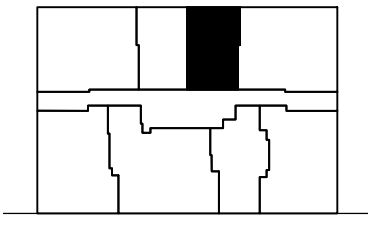
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 6F

STUDIO
1 BATHROOM
473 UNIT SQ. FT.



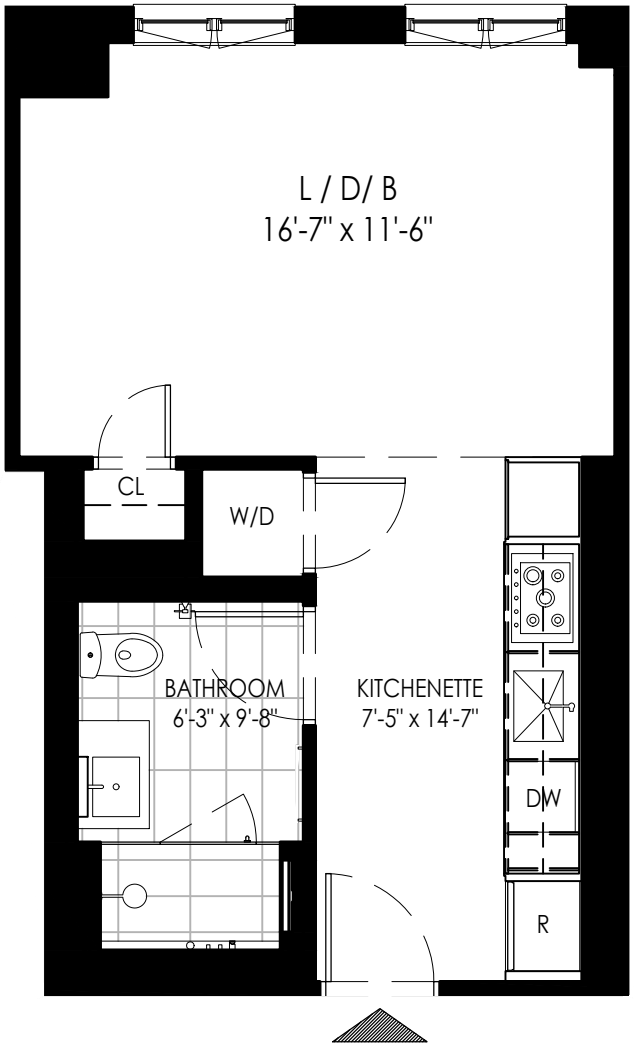


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

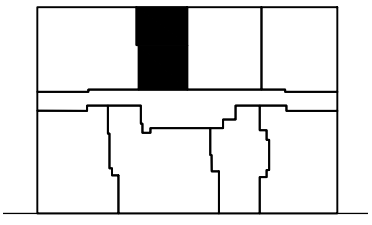
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.



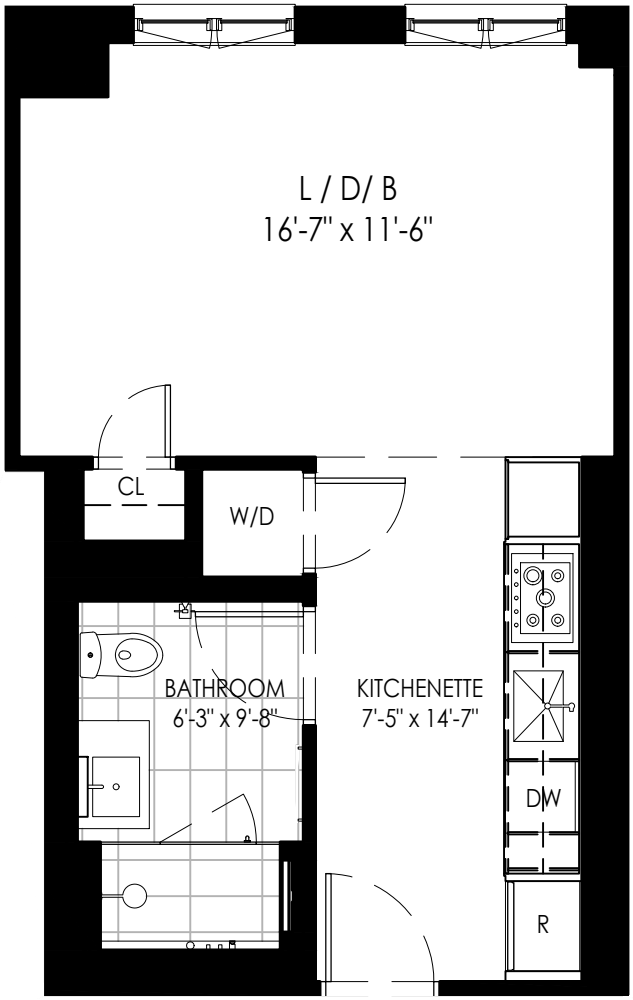


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

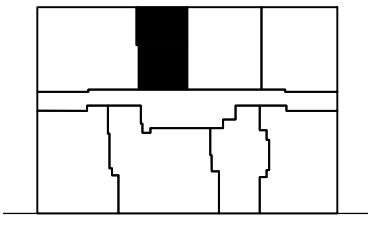
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 3G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.



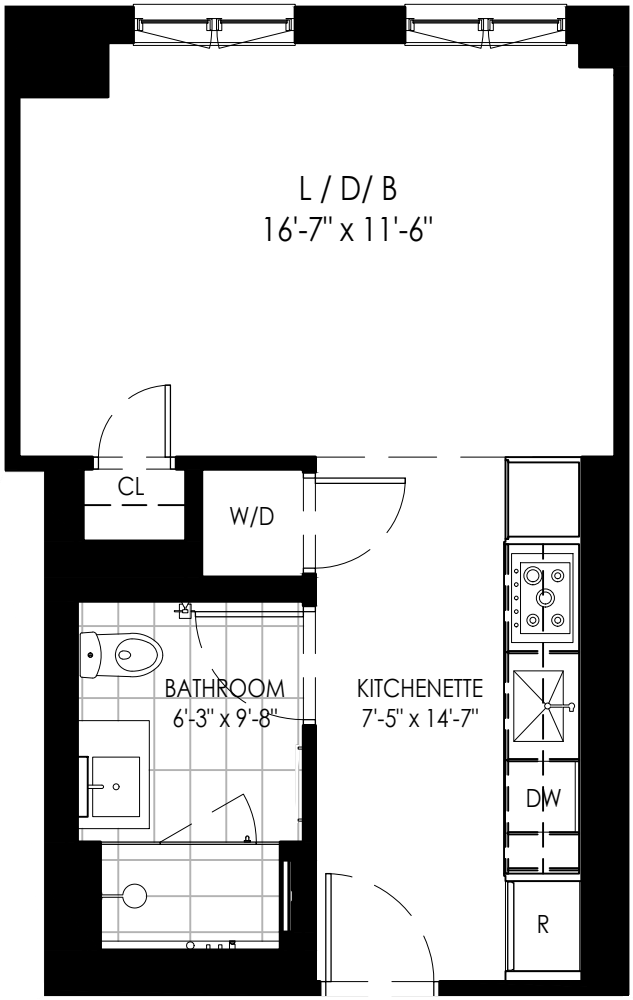


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

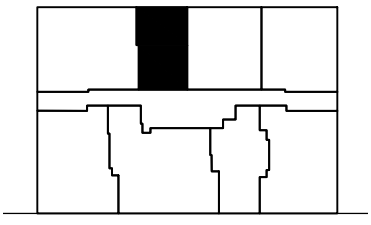
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 4G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.



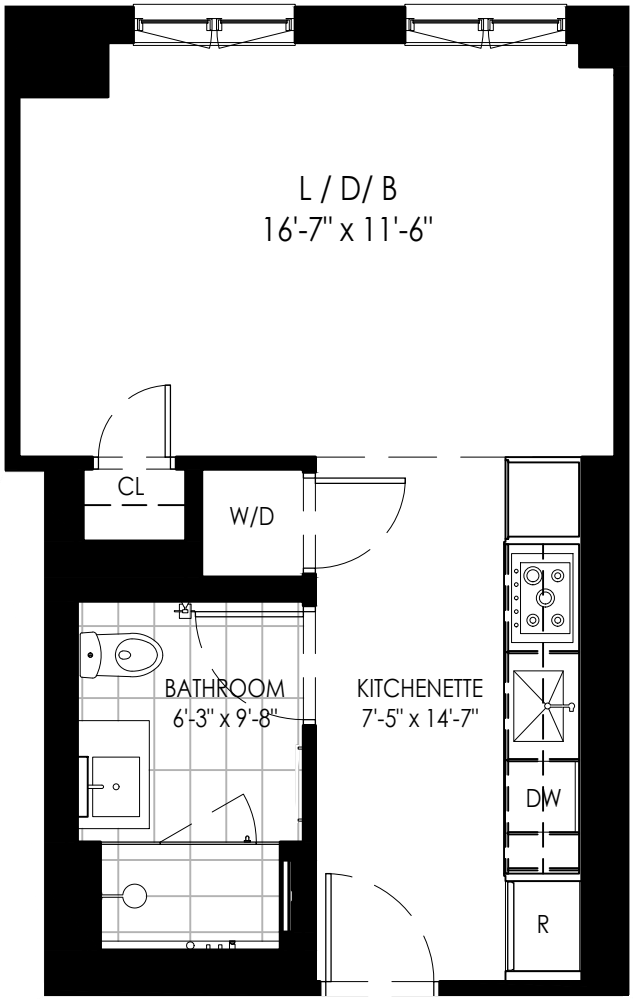


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

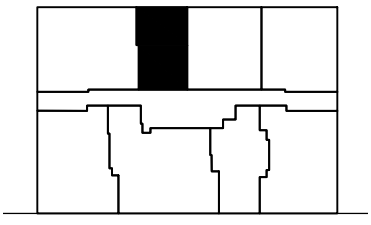
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 5G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.



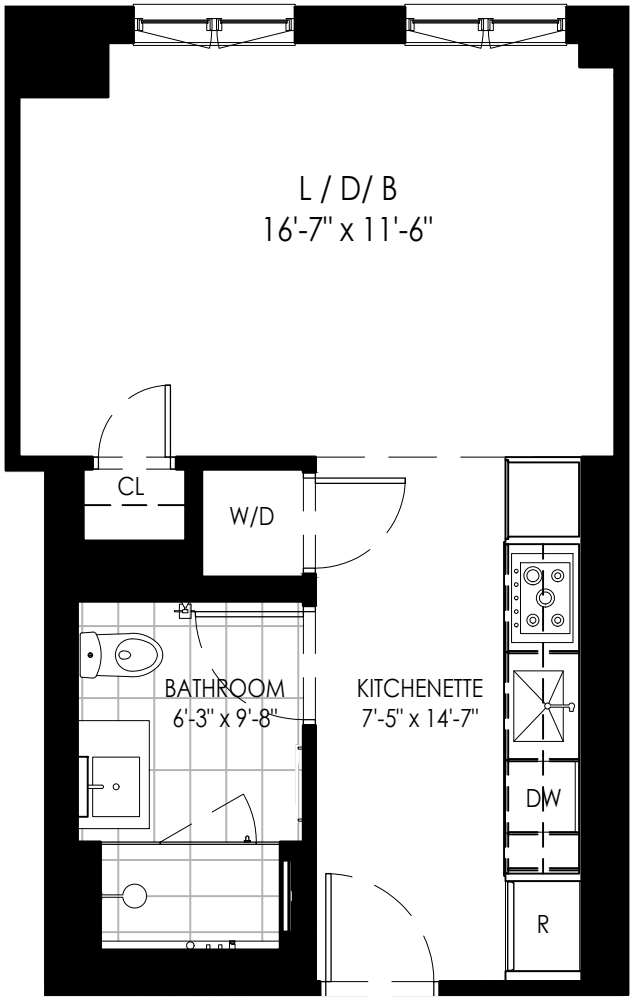


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

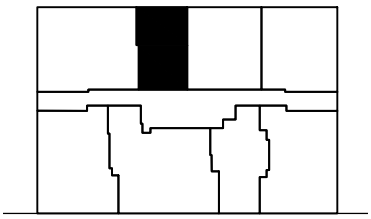
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 6G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.



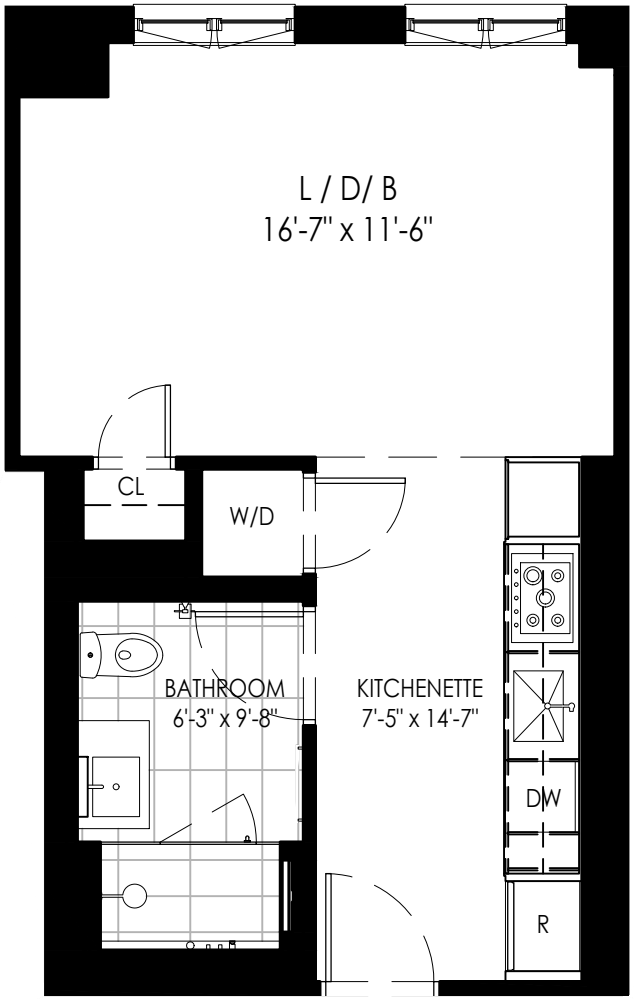


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

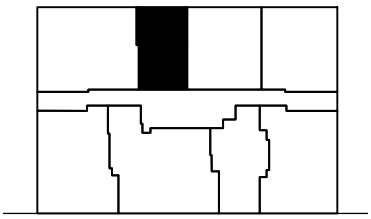
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 7G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.



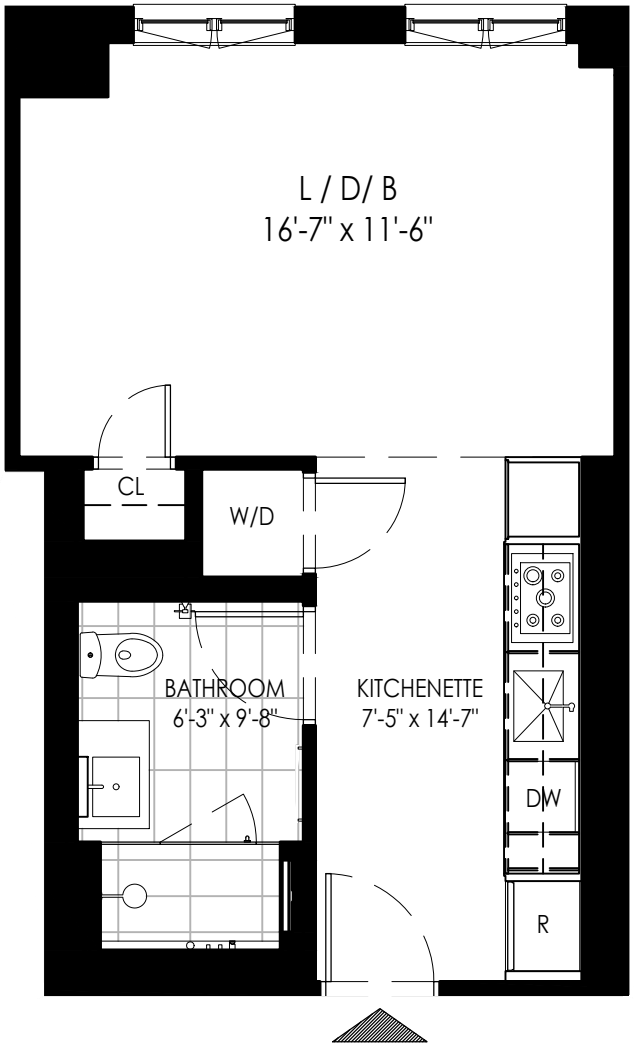


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

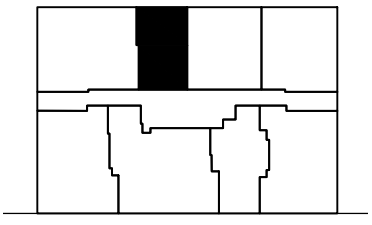
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8G

STUDIO
1 BATHROOM
454 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

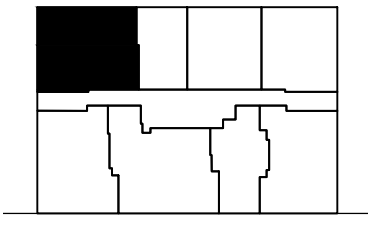
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 2H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

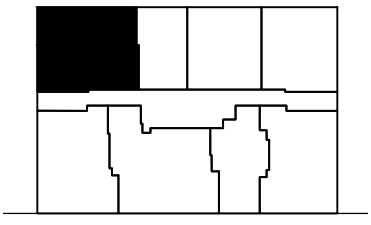
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 3H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

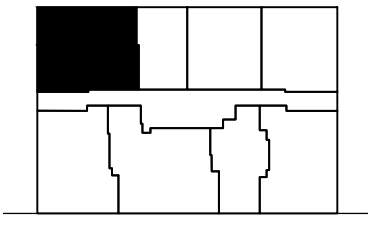
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 4H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

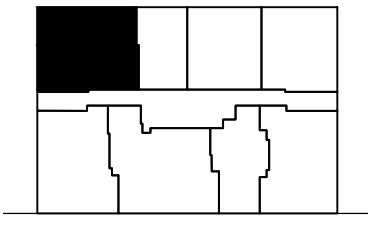
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 5H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

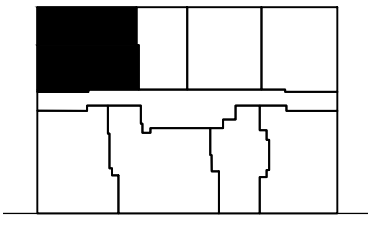
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 6H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

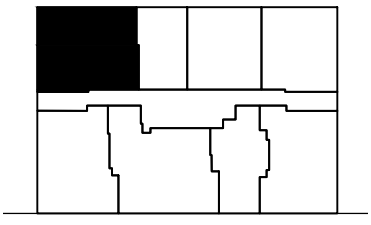
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 7H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

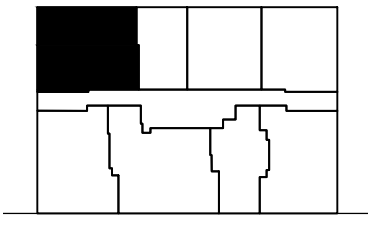
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



UNIT 8H

2 BEDROOM
1 BATHROOM
933 UNIT SQ. FT.





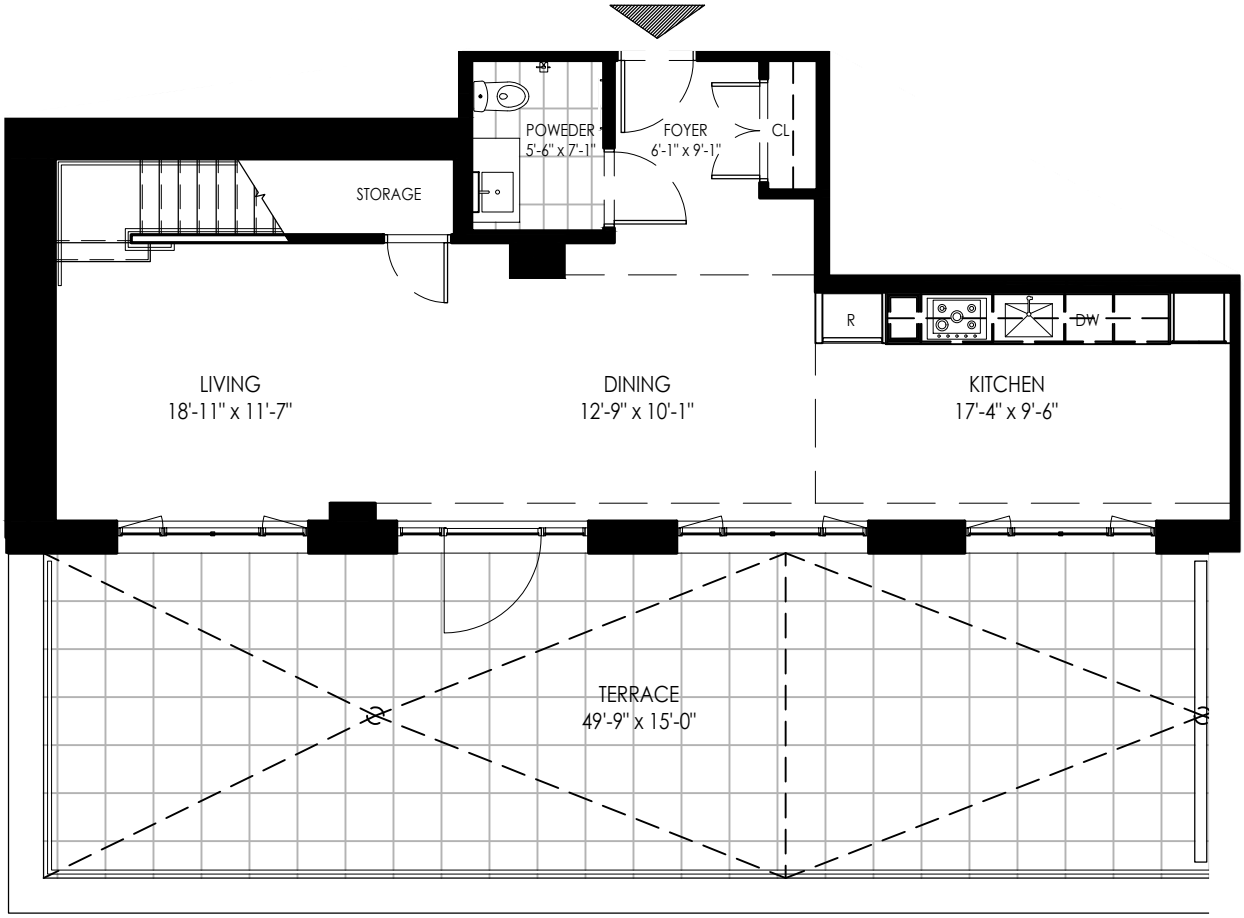
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

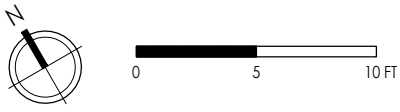
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



(LOWER LEVEL AT 9TH FLOOR)

UNIT PHA

2 BEDROOM
2.5 BATHROOM
FLOOR 9, FLOOR 10
1790 UNIT SQ. FT.
748 TERRACE SQ. FT.





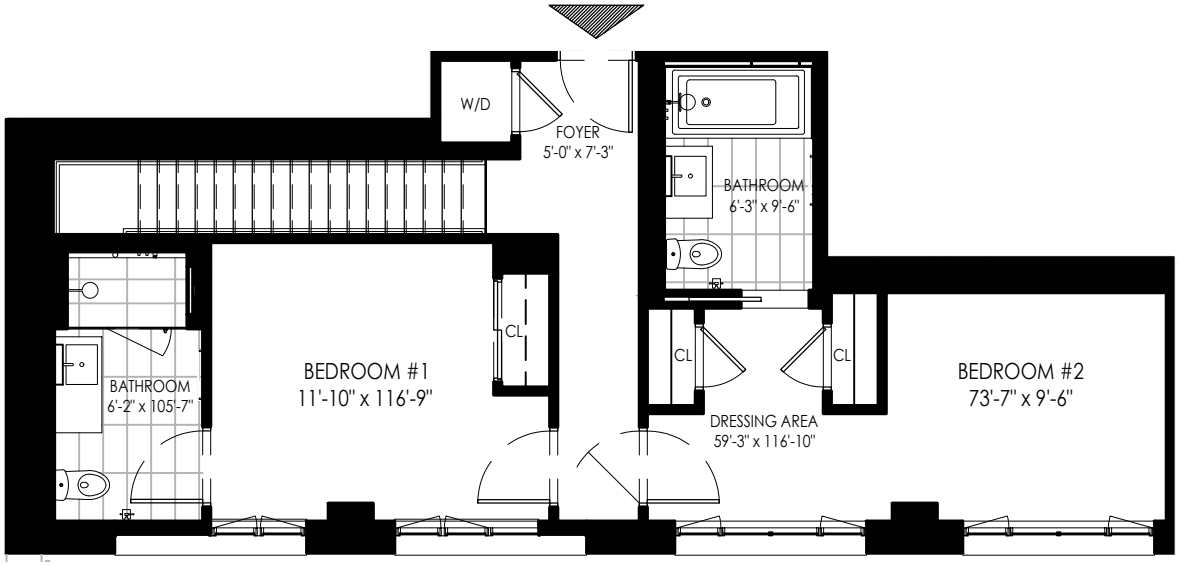
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

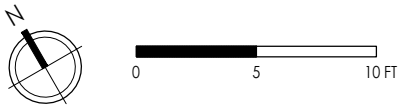
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

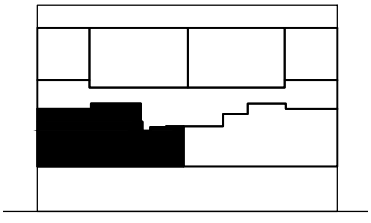


(UPPER LEVEL AT 10TH FLOOR)

UNIT PHA

2 BEDROOM
2.5 BATHROOM
FLOOR 9, FLOOR 10
1790 UNIT SQ. FT.
748 TERRACE SQ. FT.





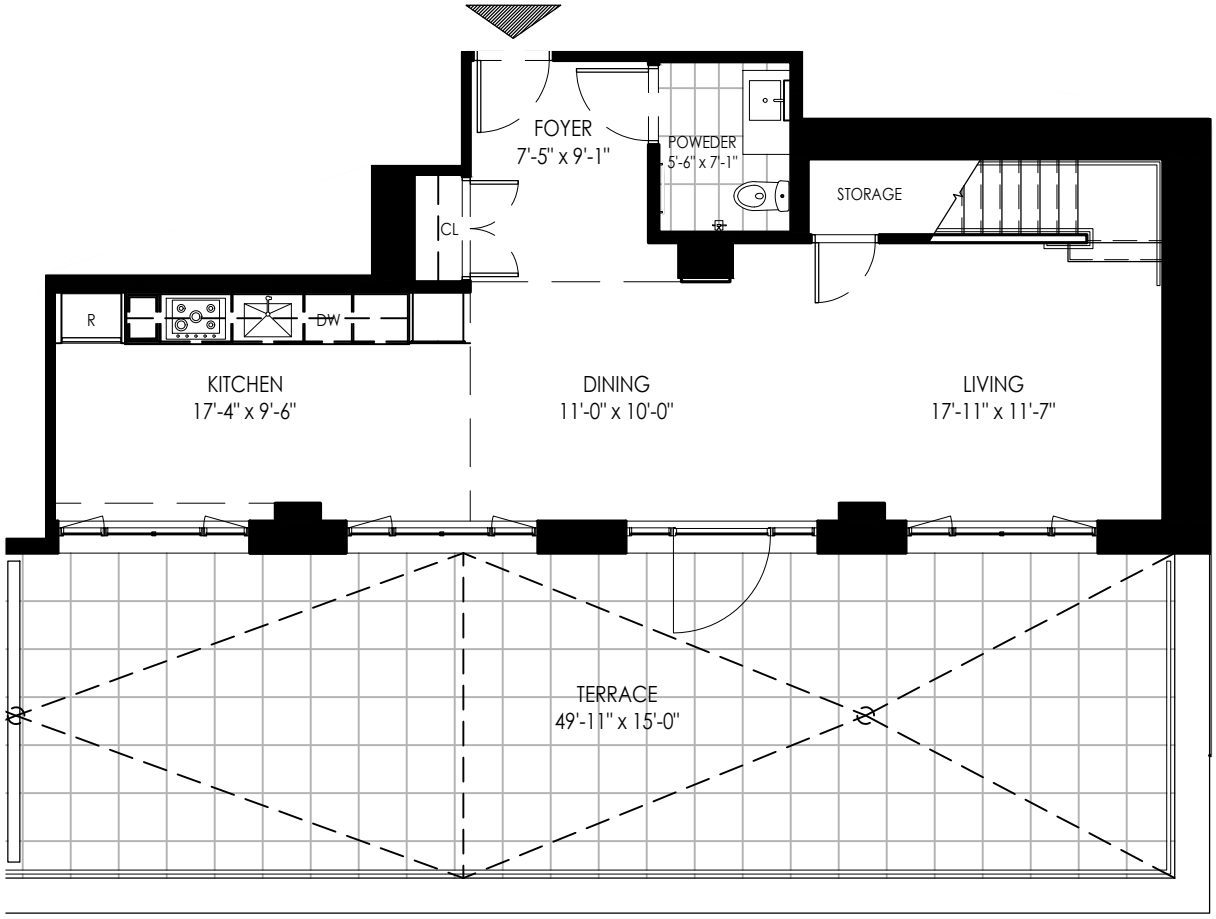
WEST 29TH STREET

KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

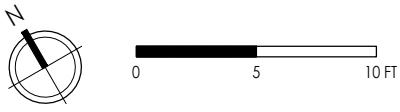
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844



(LOWER LEVEL AT 9TH FLOOR)

UNIT PHB

2 BEDROOM
2.5 BATHROOM
FLOOR 9, FLOOR 10
1792 UNIT SQ. FT.
751 TERRACE SQ. FT.



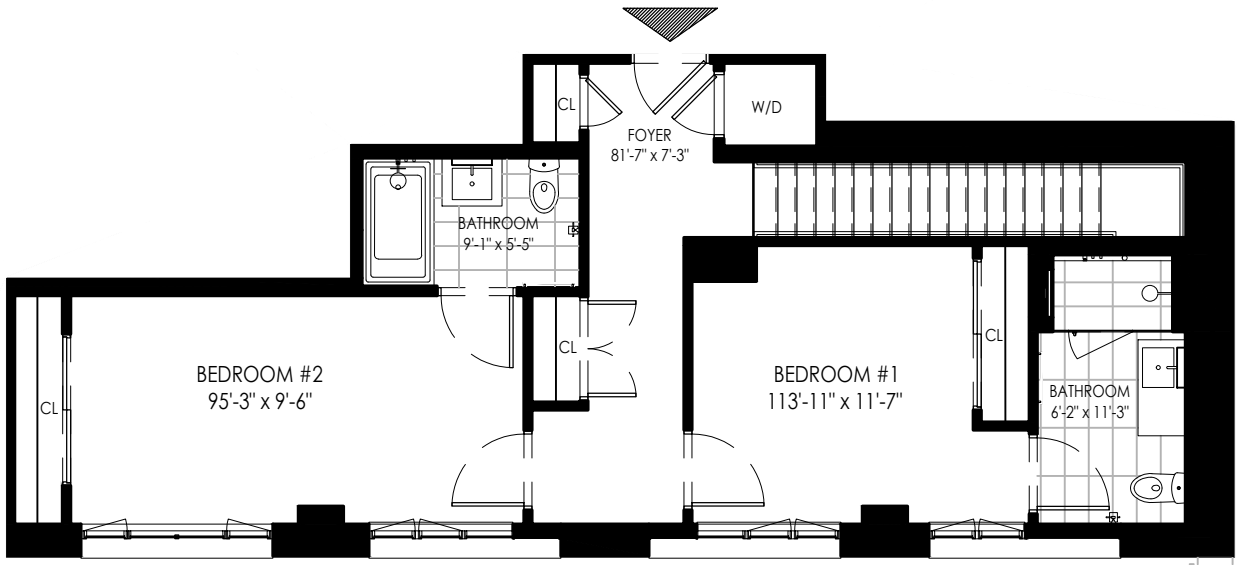


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

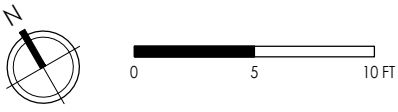
RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

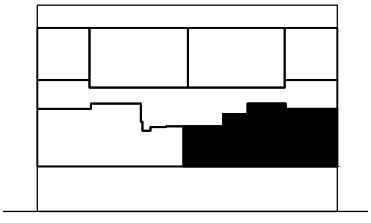


(UPPER LEVEL AT 10TH FLOOR)

UNIT PHB

2 BEDROOM
2.5 BATHROOM
FLOOR 9, FLOOR 10
1792 UNIT SQ. FT.
751 TERRACE SQ. FT.





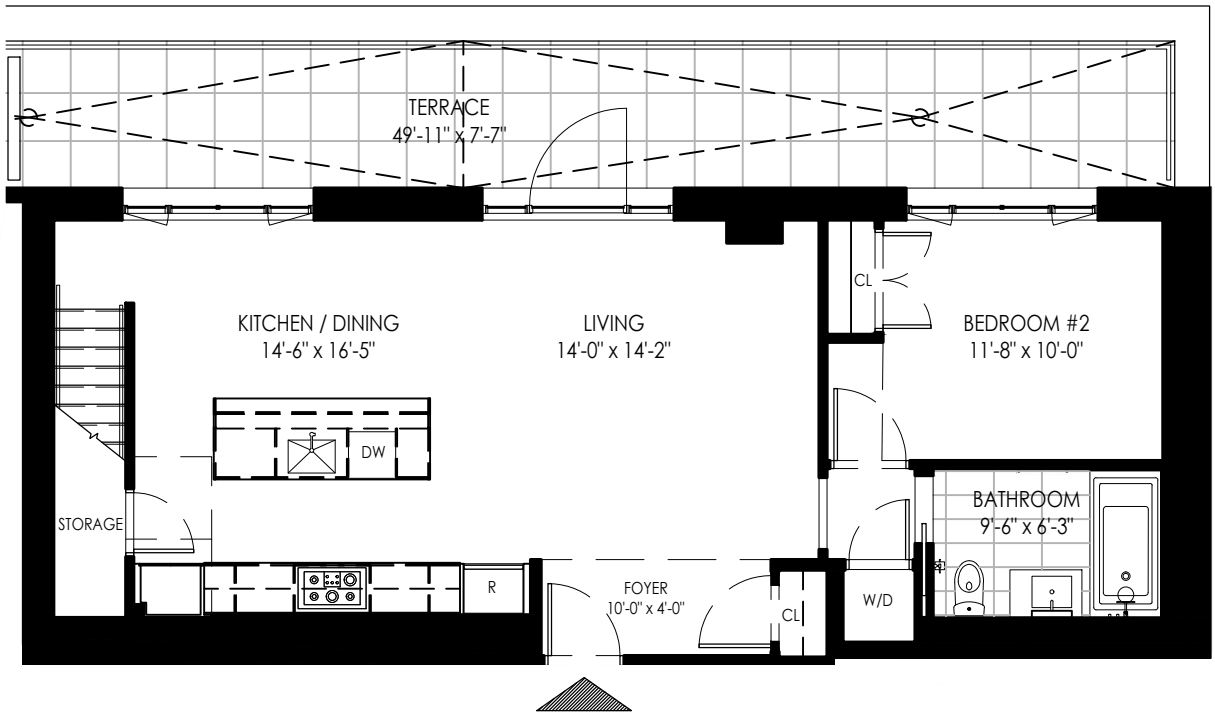
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

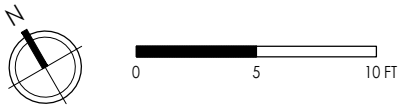
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

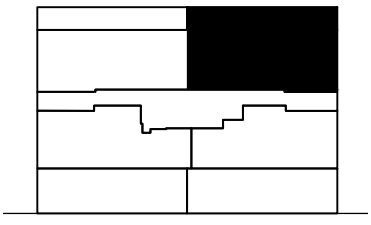


(LOWER LEVEL AT 9TH FLOOR)

UNIT PHC

2 BEDROOM
2 BATHROOM
FLOOR 9, FLOOR 10
1645 UNIT SQ. FT.
380 LOWER TERRACE SQ. FT.
305 UPPER TERRACE SQ. FT.





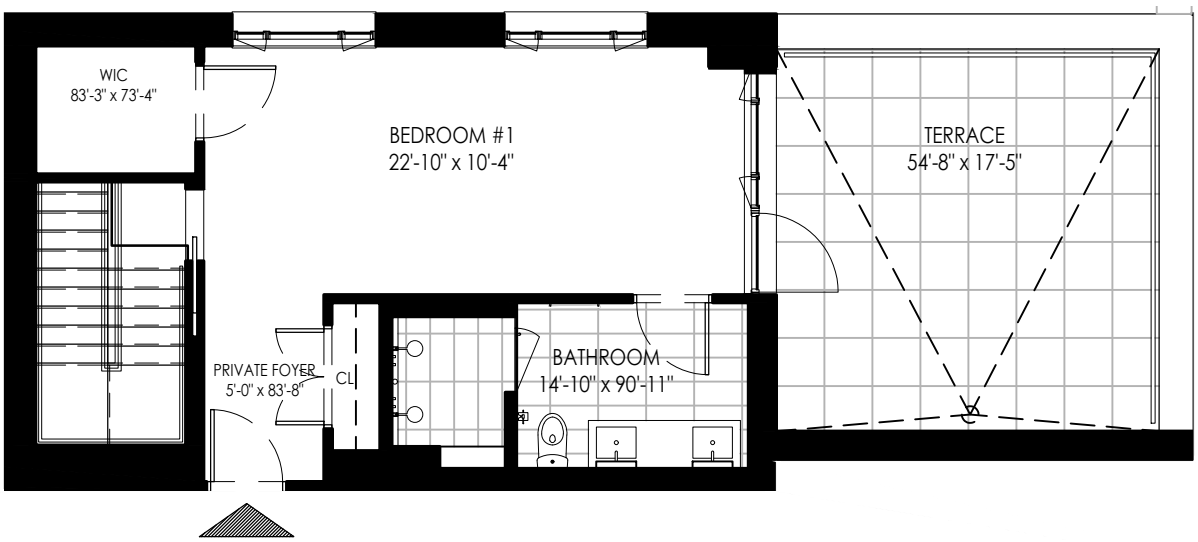
KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

517 WEST 29TH STREET

RAND

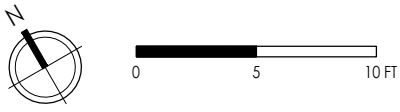
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

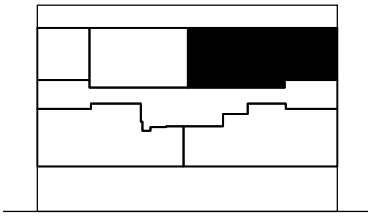


(UPPER LEVEL AT 10TH FLOOR)

UNIT PHC

2 BEDROOM
2 BATHROOM
FLOOR 9, FLOOR 10
1645 UNIT SQ. FT.
380 LOWER TERRACE SQ. FT.
305 UPPER TERRACE SQ. FT.



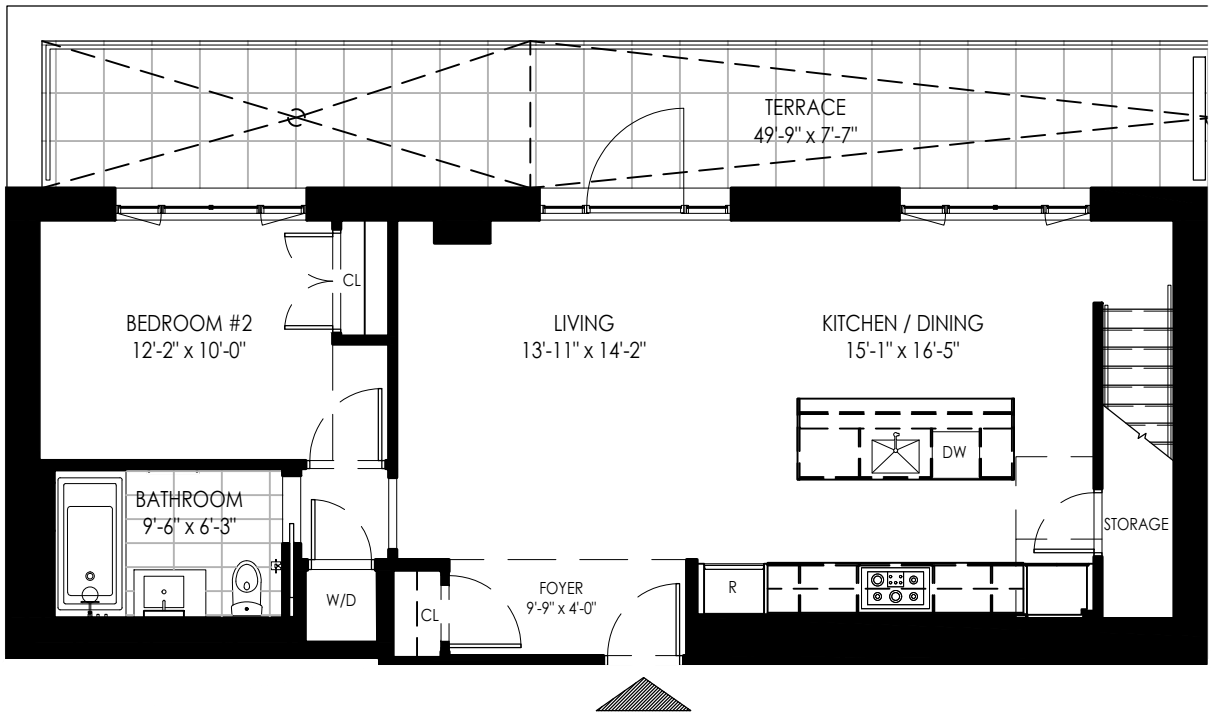


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

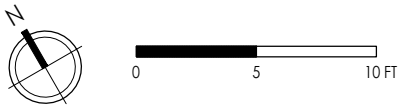
517 WEST 29TH STREET

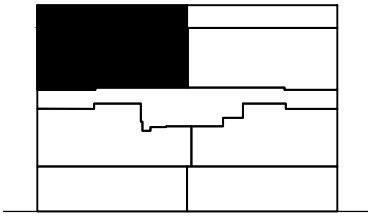


(LOWER LEVEL AT 9TH FLOOR)

UNIT PHD

2 BEDROOM
2 BATHROOM
FLOOR 9, FLOOR 10
1667 UNIT SQ. FT.
379 LOWER TERRACE SQ. FT.
303 UPPER TERRACE SQ. FT.



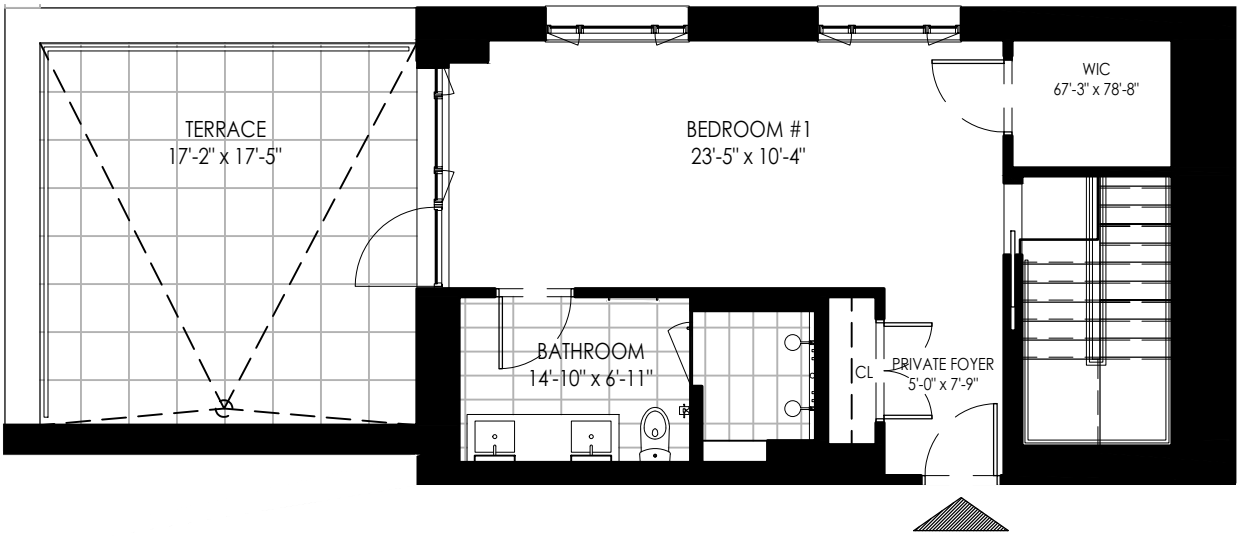


KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

RAND
ENGINEERING & ARCHITECTURE, DPC
159 WEST 25TH STREET
NEW YORK, NY 10001
TEL. (212) 675-8844

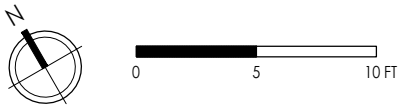
517 WEST 29TH STREET

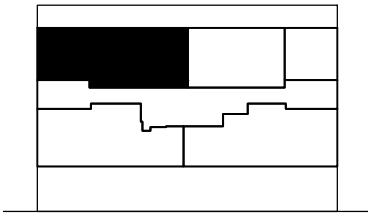


(UPPER LEVEL AT 10TH FLOOR)

UNIT PHD

2 BEDROOM
2 BATHROOM
FLOOR 9, FLOOR 10
1667 UNIT SQ. FT.
379 LOWER TERRACE SQ. FT.
303 UPPER TERRACE SQ. FT.





KEY:DW-DISHWASHER ;R-REFRIGERATOR ;W/D-STACKED DRYER WASHING MACHINE

THIS FLOOR PLAN REPRESENTS ONLY AN APPROXIMATION OF THE DIMENSIONS AND LAYOUT OF THE UNIT(S) AND IS SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE ACTUAL LAYOUT OF A UNIT MAY HAVE BEEN ALTERED BY TENANTS THEREOF OR OTHERS, AND NO VARIATION WILL AFFECT A PURCHASER'S OBLIGATIONS UNDER HIS OR HER AGREEMENT OR THE OFFERING PLAN. IN PARTICULAR, BUT WITHOUT LIMITING THE FOREGOING, PURCHASERS ARE ADVISED THAT THIS FLOOR PLAN GENERALLY REFLECTS ONLY THE PERIMETER OF THE UNIT(S) AND NOT ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK WHICH MAY EXIST IN A UNIT AS A RESULT OF TENANT INSTALLATIONS. SPONSOR WILL HAVE NO LIABILITY TO THE PURCHASER, NOR WILL ANY PURCHASER BE ENTITLED TO A CREDIT, OFFSET OR REDUCTION IN THE PURCHASE PRICE FOR THEIR UNIT OR OTHERWISE BE RELIEVED OF ANY OBLIGATIONS UNDER AN AGREEMENT BY VIRTUE OF AN INACCURACY OR ERROR IN THE FLOOR PLANS AND/OR THE EXISTENCE OF ANY INTERIOR PARTITIONS OR OTHER FIT-OUT WORK EXISTING IN A UNIT AND NOT SHOWN ON THE FLOOR PLANS. EACH UNIT SHALL BE INSPECTED BY THE PURCHASER THEREOF PRIOR TO ENTERING INTO A PURCHASE AGREEMENT, TO DETERMINE THE ACTUAL DIMENSIONS, LAYOUT, AND PHYSICAL CONDITION THEREOF. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

EXHIBIT 6

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

for

THE 517 W. 29th STREET CONDOMINIUM

by

PROJECT 29 WEST CHELSEA LLC,

Declarant

of Certain Property Hereby Dedicated to
Condominium Ownership Pursuant
to Article 9-B of the Real Property Law

Dated as of _____, 202__

For Premises At:

517-523 West 29th Street
New York, NY 10001
Block 701; Lots ____01 through ____60, inclusive
f/k/a Lot 24 of the Tax Map of the
City of New York, County of New York

Record and return to:

Kramer Levin Naftalis & Frankel LLP
Attorneys for Sponsor
1177 Avenue of the Americas
New York, New York 10036
Attention: Jonathan H. Canter, Esq.

TABLE OF CONTENTS

ARTICLE 1 Declaration of Intent **1**
ARTICLE 2 Name of Condominium **1**
ARTICLE 3 Description of Building **1**
ARTICLE 4 Description of Units **2**
ARTICLE 5 Use of Units **3**
ARTICLE 6 Common Elements **4**
ARTICLE 7 Limited Common Elements **6**
ARTICLE 8 Easements **7**
ARTICLE 9 Units Acquired by the Board **9**
ARTICLE 10 Rules and Regulations **9**
ARTICLE 11 Management **9**
ARTICLE 12 Service of Process **11**
ARTICLE 13 Transfer of Unit Ownership **11**
ARTICLE 14 Units Subject to Declaration, By-Laws and Rules and Regulations **11**
ARTICLE 15 Amendment and Withdrawal **12**
ARTICLE 16 Condominium Charges **13**
ARTICLE 17 EXCESS DEVELOPMENT RIGHTS **15**
ARTICLE 18 Invalidity **16**
ARTICLE 19 Unit Owner's Power Of Attorney **16**
ARTICLE 20 Waiver **17**
ARTICLE 21 Notices **18**
ARTICLE 22 Captions **18**
ARTICLE 23 Gender **18**
ARTICLE 24 Binding Effect **18**
ARTICLE 25 Definitions **18**
EXHIBIT A Legal Description of the Premises 23
EXHIBIT B Description of Units 24
EXHIBIT C By-Laws 25
EXHIBIT D Form of Unit Power of Attorney

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made pursuant to Article 9-B of the Real Property Law of the State of New York (the "Act"), as of the ___ day of _____, 202_, by **PROJECT 29 WEST CHELSEA LLC**, a Delaware limited liability company, having an office at 7 Mercer Street, New York, NY 10013 (the "Declarant").

Recitals

A. The Declarant is owner in fee simple absolute of the certain land with improvements thereon erected or to be erected, located at 517 West 29th Street, New York, New York (the "Premises"), as more fully described in Exhibit A annexed hereto.

B. Declarant has offered for sale to the public condominium interests in the Premises pursuant to a certain written offering plan, dated as of _____, 2024, as the same may have been amended from time to time (the "Offering Plan").

C. Declarant wishes to submit the Premises to the provisions of NY Real Property Law Article 9-B (the "Act") and thereby establish a condominium at the Premises in accordance with applicable law.

NOW THEREFORE, in furtherance of the foregoing, the Declarant hereby declares the following:

ARTICLE 1

Declaration of Intent

The Declarant hereby submits the Premises to the provisions of the Act in accordance with the requirements thereof and the provisions of this Declaration.

ARTICLE 2

Name of Condominium

This Condominium shall be known as and by the name of "The 517 W. 29th Street Condominium".

ARTICLE 3

Description of Building

The Premises consist of land improved by a building consisting of ten (10) floors above-grade, plus bulkheads at the roof level and appurtenant facilities (collectively, the "Building"). The Building is constructed principally of reinforced concrete flat plates supported by concrete columns and shear walls. The lateral system will be represented by the concrete central shear core walls.

ARTICLE 4

Description of Units

4.1 The Condominium shall consist of sixty (60) units (each, a "Unit"), intended to be used for residential purposes, in accordance with applicable law, as shown on the floor plans for the Premises, certified by Rand Engineering and Architecture, DPC and filed or submitted for filing in the Building Department of the City of New York contemporaneously with this Declaration (as amended from time to time, the "Floor Plans").

4.2 Each Unit consists of the area described as follows: (a) measured horizontally, from the exterior side of the glass, blockwork or other exterior surface of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the exterior side of the opposite exterior wall or the center line of the demising wall separating one Unit from another Unit or the exposed surface of the demising wall separating one Unit from corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements and (b) measured vertically, from the top of the concrete floor to the concrete ceiling of such Unit.

4.3 i) The Units each include the following to the extent that the described item exists in the Premises or is hereafter furnished, constructed, installed or added to the Premises (and other similar or replacement facilities):

(i) All windows and doors which exclusively service the Unit;

(ii) Light fixtures, wiring, circuit breaker, meter and individual electrical panels servicing the Unit;

(iii) Exhaust fans, hood and ductwork, risers (serving only a single Unit) and branch ducts, electrical feeders, switches and all equipment pertaining to the exhaust system;

(iv) Intercom (telephone) unit/equipment and apartment call box, but not including wiring and risers;

(v) Water heater and fittings within the Unit;

(vi) Electrical meter(s), electrical service switch, wiring, risers, feeders and panels exclusively servicing the Unit, including without limitation, all cabling and wiring from the junction box within each Unit to the interior portion of the Unit; and

(vii) All portions of the heating, ventilation and air conditioning units, equipment, connections and ductwork servicing each Unit, including the VRF condensing units located on the roof of the Building.

(b) Notwithstanding anything otherwise provided in this Article, a Unit shall not include any of the Common Elements located therein or any piping, wiring, ductwork machinery or other materials and equipment used exclusively by or in common with the owners of other Units

(c) The Units shall each have a proportionate undivided interest in fee simple absolute (as expressed as a percentage) in the Common Elements appurtenant to each such Unit (its "Common Interest"), which amounts are set forth in Exhibit B to this Declaration.

4.4 Annexed hereto and made a part hereof as Exhibit B is a list of the Units, their Unit designations, approximate locations, approximate areas, number of rooms in residential areas (if any), at least certain of, the Common Elements to which each Unit has access and the Common Interest allocated to such Unit. The exterior load-bearing walls are not included as part of a Unit, the same being considered Common Elements. Each of the Units has either direct access to a public street or such access is by means of a hallway, elevator and/or staircase.

4.5 All painting, decorating, maintenance, repairs, alterations and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Unit (other than the Common Elements located therein) will be made by the Unit Owner of such Unit at such Unit Owner's sole cost and expense; provided however, that the Condominium may require that the Unit Owner and the Board enter into an alteration agreement in connection with certain of such repairs, replacements or alterations, and as a condition to the performance thereof by Unit Owner, upon terms and conditions reasonably acceptable to the Board.

ARTICLE 5

Use of Units

5.1 Subject to those limitations and prohibitions set forth in Section 5.2 below, the Units are intended and permitted to be used for residential purposes or any "home occupancy" use permitted by Legal Requirements.

5.2 Notwithstanding the foregoing, no Unit (or any portion thereof), may be used or occupied for any use which emits or results in strong, unusual or offensive odors or fumes dust or vapors; emits excessive or objectionable noise or sound; which is a public or private nuisance; an automobile body and fender shop; an automobile repairs shop (mechanical or otherwise) or any business servicing motor vehicles, including, without limitation, any quick lube oil change services, tire centers, or any business storing or selling gasoline or diesel fuel at retail or wholesale; a so-called "head shop"; a bowling alley; a bingo parlor or any establishment conducting games of chance; a sales office (except as to Declarant), showroom or storage facility for boats, automobiles or other vehicles; a pawn shop; a funeral parlor; a discotheque or dancehall; a recycling facility or stockyard; a skating rink; a car wash; a health or medical clinic which is principally engaged in the performance of abortions or the treatment of drug or alcohol or other substance abuse or AIDS; an off-track betting establishment; a house of worship; a junkyard; a so-called "flea-market"; governmental offices requiring the public to appear (such as welfare, motor vehicle, unemployment offices or courts); or motel purposes.

5.3 Notwithstanding anything herein contained, the Declarant or Declarant-designee and their respective designated agents and representatives, without obtaining the consent of the Board or the other Unit Owners, allow any one or more Unsold Units to be used for (a) a model unit and sales and/or promotion office in connection with the sale and/or rental of the Unsold Units or (b) for any other purpose, subject only to compliance with the applicable laws and the

then-current certificate of occupancy for the Premises. Declarant or Declarant-designee shall have the right to change the use of Unsold Units as long as the zoning for the Premises and the then-current certificate of occupancy for the Premises permits the proposed use or if the Declarant or Declarant-designee amends the certificate of occupancy to so permit.

ARTICLE 6

Common Elements

6.1 ii) Subject to Article 7 of this Declaration concerning Limited Common Elements, the term "Common Elements" shall mean the entire Premises exclusive of the Units, and include without limitation, the following, if and then to the extent that the described item exists in the Premises or is hereafter furnished, constructed, installed or added to the Premises (and other similar or replacement facilities) and is intended for common use:

(i) The land described in Exhibit "A" annexed hereto, together with all easements, rights and privileges appurtenant thereto;

(ii) The Parking Spaces at the base of the Building;

(iii) All of the sidewalks outside of and immediately appurtenant to the Building;

(iv) All foundations, columns, girders, joists, beams and supports;

(v) All exterior walls of the Building, including any columns or other structural elements embedded therein, but excluding any lath and rough or finished plaster or any sheetrock surface on the Unit side of such walls; all cement block walls and partitions separating Units from corridors, elevator shafts, stairs and other mechanical equipment spaces, except the lath and/or plaster or sheetrock or other facing material on the Unit side thereof; the block work or studs (as the case may be) of all walls and partitions separating Units and the plaster and lath or sheetrock on the face of such wall within any vestibule, corridor, elevator shaft, stair or mechanical equipment space, as the case may be;

(vi) The elevator and its doors, controls, bulkhead, shaft, pit, machine room, cables, mechanical equipment, connections and appurtenant facilities;

(vii) All wood sub-floors and plaster ceilings in cellar;

(viii) Corridors, stairs, stairways, fire stairs, landings, vestibule, entrances and exits not exclusively used or available for use by any Unit Owner (including windows and/or skylights located within such areas);

(ix) Certain portions of the cellar;

(x) Vault space, if any, adjoining the cellar;

(xi) Sprinkler system including piping, fittings, valves and sprinkler heads;

(xii) Steam piping, including valves, traps, strainers, gauges, thern10meters, fittings, risers, mains, condensate return pumps, thermostats, valves, compressors and any items pertaining to the mechanical systems;

(xiii) Burner and all components, including all controls and devices for burner operation;

(xiv) Combined house sewer, all piping, fittings and house trap;

(xv) Entire standpipe system, valves, fittings, Siamese connection, wall hydrant, control valves, central hose cabinet, alarm, check valve assembly, all piping and of manifold;

(xvi) All common electrical wiring and common ground wire system;

(xvii) Roof, leaders and roof drains;

(xviii) All water coolers, cold and hot water supply, hot water recycling loop including all valves, fittings, and equipment from the exterior of the Building to the point where the same connects to the water heater unit within the Unit;

(xix) Heating, ventilation and air conditioning units, equipment, fittings, connections and ductwork servicing common elements;

(xx) The outdoor garden area, fitness center, and bicycle storage area; and

(xxi) All other equipment and facilities in the Building on whatever floor they may be located which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all or substantially all of the Units.

(b) The Common Elements also include all easements, uses and interests in other areas or facilities which are available, designed or intended for the common benefit and use, whether granted by this Declaration or any other method or instrument.

(c) The term "common use" shall mean use by or for the Unit Owners (or their lessees, guests, licensees and invitees) of all Units.

6.2 The Units shall each have a proportionate undivided interest in fee simple absolute (as expressed as a percentage) in the Common Elements appurtenant to each such Unit (its "Common Interest"), which amounts are set forth in Exhibit B to this Declaration. Such Common Interests have been determined based upon the floor space of the Unit, giving effect to other factors of relative value, location, uniqueness, overall dimensions and the availability of Limited Common Elements for exclusive or shared use, as of the date of this Declaration.

6.3 The Common Elements are and shall remain undivided and no Unit Owner shall bring any action for partition or division of the Common Elements or any portion thereof, unless otherwise provided by law. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. Upon the conveyance or encumbrance of any Unit, such appurtenant undivided interest shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

6.4 The percentage of the undivided interest in the Common Elements established herein shall not be changed except with the consent of Unit Owners of all of the Units affected by such change, and set forth in a duly-recorded amendment to this Declaration; provided however, that in the event of the appropriation, taking or condemnation by eminent domain by a Federal state or local government, or instrumentality thereof, of any portion of one or more Units, the Common Interests of the Unit Owners of all the Units shall be re-apportioned to reflect such change in circumstances which re-apportionment shall be made upon the same basis as herein set forth in Section 6.2.

6.5 The Common Elements shall be used for or available for the benefit of the Unit Owners, the furnishing of services for which the same are reasonably intended and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner shall use the Common Elements solely in accordance with the purposes for which they are intended without hindering or encroaching upon the rights of any other Unit Owners.

6.6 Parking Space may only be used in accordance with Section 7.2 of the By-Laws

6.7 The Board of Managers shall have the right and the obligation to maintain or cause to be maintained and to make or cause to be made such alterations, repairs, replacements and improvements to the Common Elements as in its sole discretion it may determine to be beneficial and necessary from time to time. The cost of such maintenance, repairs, improvements or alterations to the Common Elements shall be deemed a Common Expense; provided however, that if the need for such repairs or replacements is the result of acts or omissions of a particular Owner or Owners (or of any party for whose acts such Owner is responsible), then such Owner(s) shall reimburse the Condominium for such cost.

ARTICLE 7

Limited Common Elements

7.1 Those Common Elements consisting of areas or Facilities appurtenant to one or more but less than all Units and rationally of limited common use by the Owner of the other Units, shall be denominated “Limited Common Elements”. Limited Common Elements, if any, include the following Facilities and any other areas described on Schedule B-1 to this Declaration, as such areas are more fully set forth on the Floor Plans: (a) outdoor terrace appurtenant to Units PHA, PHB, PHC, and PHD.

7.2 The Limited Common Elements shall be used by and for the benefit of the Owner or Owners of the Unit or Units to which said elements are appurtenant, the furnishing of services for which the same are reasonably intended and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner having rights with respect to Limited Common Elements shall use the same solely for the purposes reasonably intended and in accordance with applicable rules and regulations of the Condominium with respect to the rights of other Unit Owners.

7.3 Ordinary maintenance and repair of the Limited Common Elements (including, without limitation, broken window glass) shall be the responsibility and obligation of the Owner of the Unit or Units to which said elements are appurtenant, at the sole cost and expense of such Unit Owner(s). Structural alterations, repairs, replacements or improvements to the Limited Common Elements shall be performed solely by the Board of Managers and the cost thereof shall be a Common Expense; provided however, that if the need for such structural alterations, repairs, replacements or improvements arose from the acts or omissions of a Unit Owner (or such Unit Owner's agent, guest or contractors), then the cost thereof shall be the responsibilities of such Unit Owner, by means of reimbursements or otherwise as the Board of Managers may determine.

ARTICLE 8

Easements

8.1 Subject to the By-Laws and the Rules and Regulations, each Unit Owner shall have an easement, in common with the other Unit Owners, for ingress and egress through, and for the use and enjoyment of, all of the Common Elements and the Common Elements shall be subject to such easement in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

8.2 Each Unit Owner shall have an exclusive easement for the use of the Limited Common Elements, if any, appurtenant to its Unit.

8.3 The Board of Managers shall have an easement and a right of access to each Unit and to the Common Elements (subject to the terms of any lease then affecting any portion thereof) to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Entry shall be permitted on not less than one day's notice, except that no such notice shall be necessary if repairs or replacements are immediately necessary or are required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building.

8.4 The Board of Managers, on behalf of each Unit Owner, shall have the right to grant such additional electric, gas, steam, cable, television, telephone, computer, telecommunications, water, storm drainage, sewer and other utility easements in, or to relocate any

existing utility easements to, any portion of the Premises as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health, safety, benefit or welfare of the Unit Owners, tenants and occupants of the Units, provided that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. A utility company to which an easement has been granted shall have a right to access of each Unit and to the Common Elements in furtherance of the easement. The right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

8.5 Each Unit and the Common Elements shall have easements of subjacent support and necessity and will be subject to such easements in favor of the other Units and the Common Elements.

8.6 Any utility company or public benefit corporation furnishing services to the Premises and the employees and agents of any such company or corporation shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of easements set forth in this Article 8; provided, that such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

8.7 In addition to the specific easements set forth in this Declaration, the Premises and every portion thereof shall be subject to all easements and rights of access prescribed in the Act.

8.8 If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements as a result of the construction of any other Unit or as a result of the construction of the Building, or if any such encroachments shall hereafter occur as a result of a settling or shifting of the Building, or by reason of the repair, replacement and/or restoration by or on behalf of the Board of Managers of the Building, any Unit or the Common Elements, a valid easement shall be deemed created for such encroachments and for the maintenance of the same so long as the Building stands. In the event that any portion of the Premises shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and thereafter and as a result thereof rebuilt, encroachments of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, which result from such re-building, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

8.9 All pipes, wires, conduits, cables and public utility lines located within each Unit shall be owned by the Unit Owner of such Unit. Any other portion of such pipes, wires, conduits, cables and public utility lines shall be Common Elements. The Board of Managers on behalf of each and every Unit Owner shall have an easement to gain and have access to maintain and use all pipes, wires, conduits, cables and public utility lines located in any Unit and which service or affect the Unit of any other Unit Owner or any of the Common Elements. Each Unit shall be subject to an easement in favor of the Board of Managers for such purposes as aforesaid or for any other lawful purposes.

8.10 So long as any of them own any Units, the Declarant, its successors and assigns, reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all portions of the Premises for the purpose of selling or leasing and offering for sale or lease any portion of the Premises (including erection and maintenance of signs in connection with such sales and/or leasing efforts) or exercising any rights or performing any obligations on its part to be performed under the Offering Plan or by other Legal Requirements. The Declarant shall have the right to grant and reserve easements, licenses and rights-of-way in, through, under, over and across the Premises for such purposes. The provisions of this Section 8.10 shal1 not be amended without consent of the Declarant.

ARTICLE 9

Units Acquired by the Board

9.1 In the event any Unit Owner shal1 convey its Unit to the Board of Managers in accordance with Section 339 of the Act or in the event the Board of Managers shal1 purchase any Unit at a foreclosure sale or acquire title to any Unit in lieu of foreclosure as to such Unit, title to such Unit shall be held by the Board of Managers, or its designee, on behalf of al1 other Unit Owners.

9.2 In order to carry out the provisions of this Article 9, on the closing date of the sale of each Unit, each Unit Owner shal1 grant an irrevocable power-of-attorney, coupled with an interest, to the Board of Managers authorizing and enabling the Board of Managers, upon such terms as the Board of Managers in its sole discretion shal1 deem appropriate subject to the applicable provisions of the By-Laws of the Condominium, to (a) acquire title to such Unit or (b) sell, lease, sublease, mortgage, vote or otherwise deal with such Unit.

ARTICLE 10

Rules and Regulations

10.1 Use of Common Elements, Limited Common Elements and the Units shall be further governed by Rules and Regulations incorporated in the By-Laws of the Condominium, as the same may be adopted or amended by the Board of Managers from time to time.

ARTICLE 11

Management

11.1 In order to operate and administer the Condominium on behalf of all Unit Owners, the Board of Managers shall have the authority to enter into a contract with a firm, person or corporation to act as managing agent. Said contract may delegate to the managing agent all those powers, duties and responsibilities of the Board of Managers reasonably necessary to insure continuous maintenance and operation of the Condominium. Said duties and services to be performed by the managing agent may include but shall not be limited to, the following on behalf of and as agent for the Board of Managers:

(a) Prepare an annual budget for approval by the Board of Managers.

(b) Bill, collect and receive from the Unit Owners all amounts payable by such Unit Owners under the terms of this Declaration and the By-Laws of the Condominium and take such action, including legal proceedings, in the name of the Condominium as may be reasonable to collect such amounts including but not limited to the foreclosure of any lien established by this Declaration.

(c) Procure, maintain and keep in force insurance policies as provided for in this Declaration or the By-Laws.

(d) Provide upon request of a Unit Owner, a mortgagee or prospective mortgagee, purchaser or prospective transferee of a Unit or the Board of Managers, a written statement and account setting forth any amounts unpaid by a Unit Owner, which shall be binding upon the managing agent and the Condominium in favor of any person who relies thereon in good faith.

(e) Take such action in its own name, in the name of the Condominium or in the name of the Unit Owners, including instituting legal proceedings, as may be necessary or advisable to enforce any of the terms, conditions and restrictions of this Declaration.

(f) Enter into contracts with others, including a maintenance company, firm or persons, for the replacement and repair of furnishings, equipment and appliances which are part of the Common Elements, for the general repair and maintenance of the Building and Units, Common Elements and Limited Common Elements and for the furnishing of services, as the managing agent deems proper and appropriate to accomplish the intent of this Declaration.

(g) Propose from time to time Rules and Regulations for the administration and use of the Condominium in accordance with and to effectuate the intent, terms and provisions of this Declaration.

(h) Provide for landscaping, upkeep, safety, maintenance and repair of Common Elements, Limited Common Elements (to the extent required under this Declaration) and accomplish and perform or cause to be performed all snow removal and maintenance for the roads, parking areas and walkways situated thereon.

(i) Provide for the reasonable security of the Units, Common Elements and Limited Common Elements (to the extent required under this Declaration) and Unit Owners and their lessees, licensees, guests and invitees while they are on the Premises (to the extent required under this Declaration), it being acknowledged that the managing agent shall not be deemed an insurer of such security.

(j) Enter the Units or permit its duly-authorized agents or employees to enter the Units, at all reasonable times to effectuate the provisions contained in this Declaration, including for the purposes of maintenance, inspection, repair and replacement.

(k) Pay all taxes and assessments, costs and other common charges and discharge, contest, protest and settle liens or charges affecting the Premises.

11.2 Each Unit Owner, by its acceptance of the deed or other instrument conveying an interest in a Unit, does hereby irrevocably constitute and appoint the managing agent acting from time to time, with full power of substitution, as its true and lawful attorney-in-fact coupled with an interest, in its name, place and stead to: (a) deal with the interest of such Unit Owner upon damage to or destruction of any Units or any furniture, furnishings, fixtures, appliances, or equipment contained therein; and (b) to enter into all agreements which the managing agent is authorized to enter into pursuant to the terms of this Declaration.

ARTICLE 12

Service of Process

12.1 Service of process with respect to the cases provided in the Act shall be made upon the president of the Board of Managers at the Premises. In addition, the Secretary of State of the State of New York is hereby designated as agent of the Board of Managers upon whom process against the Board of Managers may be served in accordance with the provisions of the Act. The post office address to which the Secretary of State shall mail a copy of any process against the Board of Managers served upon him or her is:

The 517 W. 29th Street Condominium
517 West 29th Street
New York, NY 10001
Attention: President

ARTICLE 13

Transfer of Unit Ownership

13.1 Any Unit Owner shall notify the secretary of the Board or the managing agent, of any transfer by sale or otherwise of its ownership interest or any portion thereof, at least ten (10) days prior to the closing date of said transfer. Said notice shall be in such form and shall include such information as the Board of Managers or the managing agent shall prescribe and require from time to time. All necessary notices sent to the person or entity shown as the Unit Owner on the records of the Board shall be binding.

13.2 Transfer of an ownership interest shall not relieve or release any former Unit Owner from any liability or obligations incurred during the period of such ownership or impair any rights or remedies which the Condominium may have against such former Unit Owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

ARTICLE 14

Units Subject to Declaration, By-Laws and Rules and Regulations

14.1 All Unit Owners, tenants and other occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as any of the same may be amended from time to time. The acceptance of a deed of

conveyance or the entering into of a lease, or the entering into occupancy or possession of any Unit shall constitute an acknowledgement, acceptance and ratification of the provisions of this Declaration, the By-Laws and the Rules and Regulations, as any of the same may be amended from time to time. The provisions of this Declaration, the By-Laws and Rules and Regulations duly-adopted by the Board of Managers, and recorded as required by the Act, shall be covenants touching and running with the land upon which the Premises are situated, and each Unit, and shall be binding upon and inure to the benefit of any person having any interest or estate in the Premises or such Unit, as the case may be, as though expressly recited in the document transferring such interest.

14.2 Any actual or apparent conflict or inconsistency between the description of Units, Common Elements or Limited Common Elements as described in this Declaration on the one hand and as depicted in the Floor Plans on the other hand, shall be resolved in favor of the depiction in the Floor Plans.

ARTICLE 15

Amendment and Withdrawal

15.1 No amendment of this Declaration shall be effective unless and until duly recorded in the office of the New York City Register, New York County. Notwithstanding the foregoing, the Declarant reserves the right and power to amend this Declaration at any time prior to entering into a purchase agreement for the sale of the first Unit hereunder by an amendment executed by Declarant and duly-recorded in the said office.

15.2 The Premises shall not be withdrawn from provisions of the Act except upon the affirmative vote of Unit Owners holding, in the aggregate, at least eighty (80%) percent in Common Interest, with consent of the Permitted Mortgagees, if any, affecting the Units of all such Unit Owners, at a meeting duly-held for such purpose. The Declarant shall not vote for such withdrawal unless Unit Owners holding, in the aggregate, at least eighty (80%) percent of the aggregate Common Interest, exclusive of the Declarant, shall have voted for such withdrawal, in which event the Declarant may vote for or against such withdrawal.

15.3 This Declaration may be amended upon the affirmative vote of Unit Owners holding, in the aggregate, at least sixty-six and 2/3 ($66^2/_3$%) percent in Common Interest present in person or by proxy at a meeting duly-held for such purpose; provided, however, that the Common Interest appurtenant to each Unit, as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected thereby and provided further, that the rights, benefits or obligations of the Declarant shall not be modified except upon the express prior consent thereto by the Declarant.

15.4 Nothing contained in this Declaration shall prohibit the division of any Unit and Common Interest appurtenant thereto, provided that any such division shall be in accordance with the By-Laws and this Declaration. In no case, however, may any such division result in a greater percentage of Common Interest for the total of the new Units than existed for the original Unit before division. An amendment to this Declaration, required to reflect division of any Unit as authorized by this Article 15, may be filed by the Board of Managers without the consent of any

Unit Owner provided that the percentage of Common Interest of any other Unit is not thereby affected.

ARTICLE 16

Condominium Charges

16.1 iii) Pursuant to this Declaration, each Unit Owner will be required to pay a Common Charge as determined annually by the Board of Managers, which Common Charge is to pay for the Common Expenses of the Condominium. Said Common Charge shall be levied as amongst the Unit Owners in accordance with each Unit Owner's Common Interest and other factors such as actual or intended special or exclusive use, benefit or availability or exclusive control of Common Elements by a particular Unit Owner. The aggregate Common Expenses may include, but are not limited to, the following costs appertaining to Common Elements:

(1) Labor
(2) Utility Charges
(3) Repair, Maintenance, and Supplies
(4) Service Contracts
(5) Management Fees
(6) Insurance overage as herein provided for
(7) Water and Sewer Charges
(8) Legal/Audit Fees
(9) Administrative Fees
(10) Contingencies

The Board of Managers shall, in accordance with the By-Laws, review the amount of Common Charges on not less than an annual basis to determine if the same are adequate. Common Charges shall be due and payable as provided in the By-Laws of the Condominium.

(b) Individual Expense Charge. In addition to the obligation to pay Common Charges, the Board of Managers may assess a Unit Owner an amount (an "Individual Expense Charge"), which such Unit Owner shall pay on a current basis, based upon those costs and expenses, if any, directly related to the acts or omissions of, or attributable to, such Unit Owner. Such costs and expenses shall include but are not limited to: (a) repairs or replacements to the Premises or the Common Elements or their respective components, including, without limitation, furniture, furnishings, carpeting, appliances, fixtures or equipment occasioned by the specific use, abuse, carelessness or neglect of any Unit Owner or any tenant, guest, licensee or invitee of said Unit Owner and any fine(s) which may be imposed by the Board of Managers upon a Unit Owner pursuant to the By-Laws; (b) charges assessed for or arising under a Parking License and (c) charges, if any, assessed against Unit Owners for use of Condominium facilities such as the fitness center or bicycle storage room.

(c) Special Assessments. The Board of Managers shall have the right, duty and authority to levy special assessments ("Special Assessments") on all Unit Owners from time to time as deemed necessary in order to carry out the purposes and intent of this Declaration and pursuant to the provisions of the By-Laws of the Condominium and may be for the purpose of

paying operating expenses, capital expenditures or creating reserves or for any other purpose the Board of Managers may determine. Such special assessments shall be levied as amongst the Unit Owners in accordance with each Unit Owner's Common Interest.

(d) Charges Generally. Common Charges, Individual Expense Charges and Special Assessments, together with any interest thereon or late fees accrued with respect thereto, are referred to, collectively, as "Charges".

16.2 All amounts assessed by the Board of Managers as Common Charges, special assessments or individual expenses charges, not paid within 10 days of its due date shall bear interest at the rate of fifteen (15%) percent per annum from its due date, and shall constitute a lien upon the Unit of such Unit Owner, prior to all other liens except tax liens on the Unit filed by the taxing subdivision of any governmental authority and to the lien for unpaid sums due on a first mortgage of record encumbering a Unit. The managing agent or the Board of Managers may bring legal action or take other reasonable actions, in its sole discretion, to collect any amounts from the Unit Owner liable for payment thereof, with or without foreclosing or waiving the lien herein described. Such lien for unpaid Charges shall attach from the date such unpaid amounts were first due and payable and may be foreclosed by the Board of Managers in like manner as a mortgage on real property. In the event that the proceeds of the foreclosure sale are not sufficient to pay in full unpaid Charges, the unpaid balance shall be charged to all Unit Owners as Common Expense. Notwithstanding anything herein contained to the contrary, in the event that the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to a Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such transferee, its successors or assigns shall not be liable for and the Unit shall not be subject to a lien by reason of the non-payment of Charges were assessed and became due prior to the transfer of title. In such event, the unpaid balance of Charges shall be charged to all other Unit Owners as a Common Expense. As herein used, the term "institutional mortgage" shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a *bona fide* mortgage granted by the Unit Owner to a purchaser of a Unit or in which the Unit Owner participates with one of the above.

16.3 The Condominium shall have the right to recover all costs and expenses incurred by it, including reasonable attorneys' fees and expenses, in connection with any act, action or proceeding taken to enforce the provisions of this Declaration, the By-Laws or Rules and Regulations of the Condominium.

16.4 Each Unit Owner shall pay the Charges assessed against such Unit Owner as and when due. No Unit Owner may exempt himself from liability for the payment of the common charges assessed against such Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit; provided, that a Unit Owner shall not be liable for the payment of any Common Charges accruing subsequent to sale, transfer or other conveyance by an owner of its Unit made in accordance with the provisions of this Declaration and the By-Laws.

16.5 If a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Charges for such Unit within 60 days of the expiration of any grace period after

they are due, upon notice as described below, all rental payments from the tenant shall be directly payable to the Condominium. If Charges due for any Unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying Unit Owner providing that, commencing immediately and until such time as all payments for Charges are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium at the address listed on the notice. Where a majority of the Board 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. At such time as payments for Charges from the non-occupying Unit Owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying Unit Owner. Thereafter, all rental payments shall be made payable to the non-occupying Unit Owner or a designated agent. A non-occupying Unit Owner who disputes the Board's claim to rental payments pursuant to this provision shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within 30 days of the date that the Board receives notice that such Unit Owner seeks to dispute such claim. The foregoing provisions do not limit any rights of Unit Owners or of the Board otherwise available under law or by agreement. Payment by a rental tenant to the Condominium made in accordance with the foregoing provisions shall relieve that rental tenant from the obligation to pay such rent to the non-occupying Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying Unit Owner against such tenant for such rent.

ARTICLE 17

EXCESS DEVELOPMENT RIGHTS

17.1 Any Excess Development Rights shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner. Neither the Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights.

17.2 In connection with its utilization of Excess Development Rights, Sponsor or Development Rights Owner, among other rights, may cause the Property to be divided into two or more parcels which collectively are referred to as the "Combined Zoning Lot."

17.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Board, shall be deemed to have consented to and agreed that, if Sponsor or a Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property ("Additional Parcels") so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Excess Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Excess Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof;

and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Excess Development Rights in any manner, including by effecting a transfer of Excess Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Excess Development Rights from Sponsor or a Development Rights Owner.

17.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development Rights Owner. Alternatively, upon demand of Sponsor or a Development Rights Owner, each Unit Owner and the Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or Development Rights Owner in order that (i) Sponsor or Development Rights Owner may effectively utilize, sell or otherwise transfer Excess Development Rights to any Person designated by Sponsor or Development Rights Owner, and (ii) such Person may effectively utilize such Excess Development Rights.

17.5 Notwithstanding the foregoing, neither Sponsor nor any Development Rights Owner may utilize Excess Development Rights to increase the size, height, bulk or density of any portion of the Property.

17.6 All rights and obligations of Sponsor set forth in this Declaration with respect to the Excess Development Rights shall apply equally to any Development Rights Owner.

ARTICLE 18

Invalidity

18.1 The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 19

Unit Owner's Power Of Attorney

19.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed Declarant as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents; and

(b) effectuate. Sponsor's or any Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth' in this Declaration.

19.2 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed the Board of Managers as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit from such Unit's owner, in the name of the Board of Managers or its designee on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Residential Unit so leased; and

(d) execute, acknowledge and deliver (i) any declaration or other instrument affecting the Premises which the Board of Managers deems necessary or appropriate to comply with any Legal Requirements applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Premises or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Premises which the Board of Managers deems necessary or appropriate or (iii) any protest and tax certiorari proceeding documentation affecting Units.

19.3 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Declarant or the Board of Managers (or their respective designees), shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Power of Attorney, substantially in the form set forth as Exhibit D to this Declaration, or such other form as the Board of Managers may hereafter duly adopt.

ARTICLE 20

Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21

Notices

Any notice required to be sent to a Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage paid to the last known address of the person who appears as Unit Owner on the records of the Condominium at the time of such mailing.

ARTICLE 22

Captions

The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

ARTICLE 23

Gender

The use of masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 24

Binding Effect

The provisions of this Declaration shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Premises or any part thereof, each Unit Owner and his heirs, successors and assigns. Each Unit Owner, including the Declarant, its successors and assigns, shall be fully discharged and relieved of liability from the provisions herein contained insofar as the same relate to each Unit owned, upon ceasing to own any interest therein and paying all sums and performing all obligations hereunder in respect to such Unit to the time its ownership interest is terminated.

ARTICLE 25

Definitions

25.1 The following terms as used in this Declaration and unless otherwise herein defined, shall have the following meanings.

25.2 "Act" means the New York Condominium Act, contained in Article 9-B of the Real Property Law of the State of New York, as the same may from time to time be amended.

25.3 "Any Specified Percentage of Unit Owners" means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified in this Declaration or the By-Laws with respect to any matter or matters, provided, however that different percentages in Common Interest and/or in number of Units may be so specified.

25.4 "Board of Managers" or the "Board" means that governing body for the Condominium charged with administering and managing the Condominium as described in the By-Laws, as the same may be constituted from time to time.

25.5 "By-Laws" means the by-laws of the Condominium, as the same may be duly amended from time to time.

25.6 "Closing Date" or "Closing" means the date upon which title to a Unit is conveyed by Declarant to a purchaser under the Offering Plan.

25.7 "Building" means the building and all other improvements appurtenant thereto, located at 517-523 West 29th Street, New York, New York.

25.8 "Common Charges" means each Unit Owner's proportionate share of the Common Expenses in accordance with its Common Interest and other factors described in Section 16.1 (a) of this Declaration.

25.9 "Common Elements" mean the entire Premises exclusive of the Units, as further defined in Section 6.1.

25.10 "Common Expenses" means and includes:

(a) expenses of operation of the Premises;

(b) Reserves for contingencies or for other purposes as may be determined by the Board of Managers;

(c) [Intentionally Omitted]; and

(d) all other sums designated as Common Expenses by or pursuant to the provisions of the Act, this Declaration or the By-Laws, whether payable by all Unit Owners either as Common Charges or else by Special Assessment, duly-levied by the Board of Managers in accordance with the Act, this Declaration and the By-Laws.

25.11 "Common Interest" means the proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in this Declaration.

25.12 "Common Profits" means the excess of all receipts of the rents and profits from the Common Elements remaining after deduction of the Common Expenses.

25.13 "Condominium" shall mean the cooperative interests in realty as described in the Offering Plan and designated as The 517 W. 29th Street Condominium.

25.14 "Declarant" shall mean the Declarant named as such in this Declaration and (a) any party it designates in writing as its designee(s) and (b) its successors-in-interest and assigns.

25.15 "Declaration" means the instrument by which the Premises is submitted to the provisions of the Act as from time to time the same may be amended.

25.16 "Department" or "Department of Law" means the Department of Law of the State of New York, Real Estate Finance Bureau.

25.17 "Facility" or "Facilities" refers to, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, fire pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, breeching connections, ducts and exhaust vents, fittings, valves, Siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, intercom, call boxes and televisions, cameras, receivers; meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, waste stack, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, appurtenance, um, basket, mail box, carpeting, tile or other floor covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

25.18 "Floor Plans" refers to the floor plans of the Building identified in this Declaration, as the same may be amended from time to time (including, without limitation, elevation drawings of the Building Facades), which have been approved by the Tax Map Unit of the Department of Finance of The City of New York and recorded with the City Register's Office.

25.19 "Legal Requirements" shall mean all federal, state, county, municipal and other governmental statutes, laws, treaties, rules, orders, regulations, ordinances, judgments, decrees, injunctions, permits or requirements of governmental authorities affecting the Premises or any part thereof or the zoning, construction, use, alteration, occupancy or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including, without limitation, all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments of record at any time in force affecting the Premises or any part thereof, including, without limitation, any which may (a) require repairs, modifications or alterations in or to the Premises or any part thereof, or (b) in any way limit the use and enjoyment thereof.

25.20 "Limited Common Elements" means and includes such Common Elements or portions thereof as have been designated for use by one or more but less than all Unit Owners.

25.21 "Majority of Unit Owners" means either (i) Unit Owners holding more than fifty (50%) percent in Common Interest in the aggregate, or (ii) Unit Owners holding more than

fifty (50%) percent in number of Units in the aggregate, or (iii) more than fifty (50%) percent in the aggregate in both Common Interest and in number of Units, as may be specified in this Declaration or the By-Laws, with respect to any matter or matters.

25.22 "Offering Plan" means that certain condominium offering plan filed with the Department on or about _, 2024[1], as the same may from time to time be duly amended, pursuant to which condominium interests in the Premises are offered for sale to the public by the Declarant, as sponsor.

25.23 "Operation of the Premises" means and includes the administration of the Premises and the maintenance, repair, supplement and replacement of the Common Elements.

25.24 "Parking Spaces" means one of 9 Parking Spaces located at the base of the Building, which will be made available for the exclusive use of certain of the Unit Owners pursuant to Parking Space License Agreements and which constitute Common Elements.

25.25 "Person" means a natural person, corporation, partnership, limited liability company, association, trustee or other legal entity.

25.26 "Property" or "Premises" means and includes the land described in Exhibit "A" annexed hereto, together with the Building and al1 other improvements thereon and hereafter thereon, owned in fee simple absolute.

25.27 "Unit" means that portion of the Building designated as a Unit in the Declaration, together with its appurtenant Common Interest.

25.28 "Unit Designation" means the number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in this Declaration and on the floor plans for the Building as set forth in Exhibit "B" annexed to this Declaration.

25.29 "Unit Owner" means the person or persons of record owning a Unit in fee simple absolute as of the date in question.

[1] Insert date of OP

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of this _____ day of _____, 202_.

PROJECT 29 WEST CHELSEA LLC

By: _____

_____

An Authorized Person

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ___ day of _____, 202__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____

Notary Public

EXHIBIT A

Legal Description of the Premises

The 517 W. 29th Street Condominium
517-523 West 29th Street
New York, NY

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 West 29th Street, distant 250 feet westerly from the corner formed by the intersection of the northerly side of West 29th Street, and the westerly side of 10th Avenue;

RUNNING THENCE northerly and parallel with the westerly side of 10th Avenue and part of the distance through a party wall, 98 feet 9 inches to the center line of the block between West 29th and West 30th Streets;

THENCE westerly along the said center line of the block, 100 feet;

THENCE southerly and again parallel with the westerly side of 10th Avenue, 98 feet 9 inches to a point on the northerly side of West 29th Street;

THENCE easterly along the said northerly side of West 29th Street, 100 feet to the point or place of BEGINNING.

EXHIBIT B

Description of Units

The 517 W. 29th Street Condominium
517-523 West 29th Street, New York, NY 10001
Block 701; Lots ___01 through ____60 inclusive

Unit Designation	Tax Lot Number	Common Interest (%)	Location	Room Count (Bdrm/Bth)	Approximate Floor Area of Unit (sq. ft.)	Common Elements to Which Unit Has Access
Totals		100.00%			sq. ft.	

EXHIBIT C

By-Laws

EXHIBIT D

Form of Unit Owner Power of Attorney

EXHIBIT 7

CONDOMINIUM BY-LAWS

[Exhibit C to Declaration of Condominium]

THE 517 W. 29th STREET CONDOMINIUM

BY-LAWS

TABLE OF CONTENTS

Page

ARTICLE 1 Plan of Unit Ownership 1

Section 1.1. Unit Ownership 1
Section 1.2. Applicability of By-Laws 1
Section 1.3. Application 1
Section 1.4. Office 1
Section 1.5. Definitions 1

ARTICLE 2 Meetings of the Unit Owners 2

Section 2.1. Annual Meetings 2
Section 2.2. Special Meetings 2
Section 2.3. Waiver of Mailing of Notice; Address for Notices 2
Section 2.4. Quorum 2
Section 2.5. Voting 3
Section 2.6. Consent of Unit Owners 3
Section 2.7. Order of Business 3
Section 2.8. Alternative Method for Conduct of Meetings 3

ARTICLE 3 Board of Managers 4

Section 3.1. Initial Board 4
Section 3.2. Membership of the Board 4
Section 3.3. Term 4
Section 3.4. Vacancies 5
Section 3.5. Resignation and Removal 5
Section 3.6. Meetings 5
Section 3.7. Annual Budget 6
Section 3.8. Capital Reserves Authorization 9
Section 3.9. Duties and Powers 9
Section 3.10. Executive Committee 11
Section 3.11. Admissions Committee 11
Section 3.12. Other Committees 12
Section 3.13. Contracts and Transactions of the Condominium 12
Section 3.14. Compensation 12
Section 3.15. Annual Statement 12
Section 3.16. Fidelity Bonds 12
Section 3.17. Managing Agent 12
Section 3.18. Re-evaluation of Tax Assessments 12
Section 3.19. Common Expense Allocations 13

ARTICLE 4 Officers 13

Section 4.1. Election and Removal 13

Section 4.2. Qualification and Vacancies 13
Section 4.3. President 13
Section 4.4. Vice-President 14
Section 4.5. Secretary 14
Section 4.6. Treasurer 14
Section 4.7. Agreements, Contracts, Deeds, Checks, Etc 14
Section 4.8. Salaries 14

ARTICLE 5 Liability and Indemnification of Unit Owners, Managers and Officers 14

Section 5.1. Liability of Members of the Board and Unit Owners 14
Section 5.2. In Actions by or in the Right of the Condominium 15
Section 5.3. In Other Actions or Proceedings 15
Section 5.4. Presumption of Good Faith 15
Section 5.5. Payment 15
Section 5.6. Maximum Indemnification 15

ARTICLE 6 Insurance 16

Section 6.1. Required Coverage and Amounts 16
Section 6.2. Repair or Reconstruction After Casualty 17
Section 6.3. Prohibited Acts 17

ARTICLE 7 Use of Units 18

Section 7.1. Permitted Use of the Units 18
Section 7.2. Licensing and Use of Parking Spaces. 18

ARTICLE 8 Alterations, Additions, Repairs or Improvements 21

Section 8.1. Alterations, Additions, Repairs or Improvements by the Unit Owners 21
Section 8.2. Compliance with Laws 22
Section 8.3. Plans and Specifications 22
Section 8.4. General Consistency 22

ARTICLE 9 Default 23

Section 9.1. Events of Default 23
Section 9.2. Foreclosure of Lien 23
Section 9.3. Unpaid Common Charges Upon Sale of Unit 24
Section 9.4. Further Remedies for Non-Compliance 24

ARTICLE 10 Selling, Leasing and Mortgaging Units 25

Section 10.1. Outstanding Charges 25
Section 10.2. Right of First Refusal 26
Section 10.3. Mortgaging Units 27
Section 10.4. Gifts, Etc. 28

Section 10.5. Waiver of Partition Rights 28
Section 10.6. Sale of Occupied Unit 28
Section 10.7. Notices 28

ARTICLE 11 Condemnation 28

Section 11.1. Distribution of Premises 28
Section 11.2. Allocation of Award 29

ARTICLE 12 Amendment 29

Section 12.1. Amendment of the By-Laws 29
Section 12.2. Restrictions on Amendments 29

ARTICLE 13 Termination of the Condominium 30

Section 13.1. Procedure for Termination 30

ARTICLE 14 Special Rights of Declarant 30

Section 14.1. Description of Special Rights 30

ARTICLE 15 Arbitration 34

Section 15.1. Procedure 34
Section 15.2. Variation by Agreement 34
Section 15.3. Binding Effect 34
Section 15.4. Costs and Expenses 34

ARTICLE 16 Definitions 35

ARTICLE 17 Miscellaneous 36

Section 17.1. Severability 36
Section 17.2. Examination of Books and Records 36
Section 17.3. Construction 37
Section 17.4. Compliance with Article 9-B 37
Section 17.5. Rules and Regulations 37

BY-LAWS

OF

THE 517 W. 29th STREET CONDOMINIUM

ARTICLE 1

Plan of Unit Ownership

Section 1.1. Unit Ownership. The land (the "Land") situated in the City and State of New York, New York County, more particularly described in Exhibit A to the Declaration of Condominium recorded in the Office of the Register, New York County, simultaneously herewith (as the same may be hereafter amended, the "Declaration") and the building and improvements constructed thereon (the "Building"), are owned by the Declarant named in the Declaration (the "Declarant") and have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declarant. The condominium created thereby shall hereafter be known as "The 517 W. 29th Street Condominium" (the "Condominium").

Section 1.2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy of the Premises. The Land and the Building, the Units and Common Elements (as defined in the Declaration), and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, now or hereafter situated therein (which personal property is not owned by a Unit Owner) and intended for use in connection therewith, all of which are intended to be submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, are hereinafter collectively referred to as the "Premises".

Section 1.3. Application.

(a) All present and future Unit Owners, mortgagees, lessees and occupants of the Units and their employees, and any other person who may use the facilities of the Premises in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations (as any of the same may be hereafter amended, collectively, the "Condominium Documents").

(b) The acceptance of a deed to or conveyance of a Unit or the entering into of a lease or the act of occupancy of all or portion of a Unit or any portion of a Unit shall constitute an agreement that the Condominium Documents, are accepted, ratified and will be complied with by such transferee or lessee.

Section 1.4. Office. The office of the Condominium and the Board of Managers of the Condominium (the "Board of Managers" or "Board") shall be located at the Premises, or such other location within the City of New York as the Board may designate from time to time.

Section 1.5. Definitions. All capitalized terms used in these By-Laws and not otherwise herein defined shall have the meanings set forth in Article XIII of these By-Laws.

ARTICLE 2

Meetings of the Unit Owners

Section 2.1. Annual Meetings. The first annual meeting of the Unit Owners for such business as may properly come before such meeting, shall be called by the President appointed by the members of the Board designated by the Declarant in the Offering Plan (the "Initial Board"). The first annual meeting shall be held in the City of New York, State of New York, at such hour and place as may be designated in the notice of meeting, not later than sixty (60) days following the later to occur of: (a) the second anniversary of the First Closing (as defined in the Offering Plan); or (b) the closing of title by Declarant (or its designee), as seller, to Units representing at least fifty percent (50%), both in number and in aggregate Common Interest of all Units to Purchasers. Thereafter, the Unit Owners shall meet at least annually, on or about the same date of each and every year, unless a legal holiday, in which event such meeting shall be held on the first day thereafter not a legal holiday. The notice of meeting shall be in writing and shall state the time when and the place at which such meeting is to be held. A copy of such notice shall be served, either personally or by mail, upon each Unit Owner of record entitled to vote at such meeting, not less than ten (10) days or more than fifty (50) days before the scheduled meeting. The date on which "record" ownership shall be fixed shall be the date immediately prior to the service of notice of the meeting or the taking of such other action as appropriate.

Section 2.2. Special Meetings. Special meetings of Unit Owners, other than those required by statute, may be called at any time by any officer of the Condominium upon (a) the written demand therefore, for purposes which must be specified in such demand, by a Majority of Unit Owners or (b) upon resolution of the Board. A notice of each special meeting, stating the time, place and purpose thereof and the persons by whom the meeting is called, shall be served, either personally or by mail, on each Unit Owner of record, not less than ten (10) days nor more than fifty (50) days before the scheduled meeting. No business other than that stated in the notice shall be transacted at any special meeting, unless all Unit Owners of record are present thereat in person or by proxy.

Section 2.3. Waiver of Mailing of Notice; Address for Notices. The notice provided for in the two foregoing sections is not indispensable, and any Unit Owners' meeting whatsoever shall be valid for all purposes if all Unit Owners of record are present thereat in person or by proxy, or if a quorum is present as provided in the next succeeding section and notice of the time, place and purpose of such meeting has been duly and unconditionally waived in writing by Unit Owners not so present. The attendance of any Unit Owner at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her. Any notice to be served upon a Unit Owner by mail shall be directed to the Unit Owner at his address as it appears on the books of the Condominium unless the Unit Owner shall have filed with the secretary of the Condominium, prior to the giving of a notice, a written request that notices intended for him be mailed to such other address, in which case it shall be mailed to the address designated in such request.

Section 2.4. Quorum. At all meetings of Unit Owners, in order to constitute a quorum and to permit the transaction of any business except to adjourn a meeting, there shall be present, either in person or by proxy, the holders of at least fifty (50%) percent of the Common Interests

entitled to vote thereat. A majority of the Unit Owners present may adjourn a meeting to a subsequent day despite the absence of a quorum.

Section 2.5. Voting. On all matters to be voted upon by the Unit Owners, each Unit Owner of record shall be entitled at each Unit Owners' meeting to one vote, in person or by proxy, for each 0.01% of Common Interests standing in his or her name at the time of the meeting. All proxies shall be in writing but need not be acknowledged or witnessed and shall be filed with the secretary at or prior to the time of the meeting. The person named as proxy need not himself be a Unit Owner. All voting shall be held on a non-cumulative basis and shall be *viva voce*, except that any qualified voter may demand a ballot vote, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests held by him or her, and in addition, the name of the proxy, if such ballot is cast by a proxy. All elections of members of the Board shall be determined as set forth in Section 3.2(c) of these By-Laws. In respect of all other matters, unless otherwise specified in the Act, these By-Laws or the Declaration, the affirmative vote of holders of a plurality of Common Interests represented at any meeting of Unit Owners, in person or by proxy, shall be necessary for the transaction of any item of business and shall constitute the act of the Unit Owners.

Section 2.6. Consent of Unit Owners. Whenever the Unit Owners are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken and signed by Unit Owners of record holding in the aggregate of at least sixty-six and 2/3 (66 and 2/3%) percent of the Common Interests.

Section 2.7. Order of Business. At each meeting of the Unit Owners, the President of the Condominium, or, in his or her absence, a Vice President of the Condominium, shall act as chairman of the meeting. The Secretary, or, in his or her absence, such person as may be appointed by the chairman, shall act as secretary of the meeting. So far as is consistent with the purposes of the meeting, the order of business shall be as follows:

(a) Call to order.
(b) Presentation of proofs of due calling of the meeting.
(c) Roll call and presentation and examination of proxies.
(d) Reading of minutes of previous meeting or meetings.
(e) Reports of officers and committees.
(f) If the annual meeting, the appointment of inspectors of election, if any.
(g) If the annual meeting, the election of members of the Board.
(h) Unfinished business.
(i) New Business.
(j) Adjournment.

Section 2.8. Alternative Method for Conduct of Meetings. The Board shall have the right to adopt, designate and implement procedures for the conduct of annual or special meetings of Unit Owners which allow for attendance and participation by virtual or remote means (i.e. Zoom) as may be otherwise allowed by law.

ARTICLE 3

Board of Managers

Section 3.1. Initial Board. The Initial Board shall consist of two (2) individuals designated by the Declarant. The President appointed by the Initial Board shall call the first annual meeting of the Unit Owners in accordance with Section 1 of Article 2 of these By-Laws.

Section 3.2. Membership of the Board.

(a) Except for the Initial Board, the Board shall consist of five (5) members. Any member of the Board who was a Unit Owner (or a Principal or designee thereof) at the date of his election shall be deemed to have submitted his resignation to the Board effective as of the date that such member is no longer a Unit Owner (or a Principal thereof).

(b) All members of the Board shall be at least 18 years of age and are required to be Unit Owners (or else principals or designees of Unit Owners). The number of members of the Board shall not be less than or more than five (5), except (i) for the Initial Board as described in Section 3.2(a) above; (ii) due to vacancies occurring on the Board from time to time; or (iii) as set forth in Section 3.2(c), below.

(c) Any changes in the number of members of the Board shall only be made upon (i) the consent of the affirmative vote of Unit Owners holding at least seventy-five (75%) percent of Common Interests and (ii) with the prior consent of Declarant, to the extent Declarant owns at least one (1) Unit in the Condominium. Further:

(i) the number of members of the Board may be increased to a maximum of seven (7) by the Unit Owners from time to time at any annual or any special meeting of Unit Owners called for that purpose; and

(ii) the number of members of the Board shall not be decreased to a number less than the number of members of the Board then in office, except at an annual meeting of Unit Owners.

(d) Except with respect to any members of the Board designated or appointed by the Declarant pursuant to its rights under these By-Laws or the Offering Plan, (i) members of the Board shall be elected by the Unit Owners at a meeting duly held for such purpose and (ii) the nominees obtaining the highest number of votes shall be elected. In the event of a tie for the last member to be elected at an election, a runoff election shall be held immediately thereafter following the same guidelines as set forth in this Section 3.2.

Section 3.3. Term. Members of the Board designated by the Declarant to serve on the Initial Board shall serve until the new members of the Board are elected by Unit Owners, which election shall be held at the first annual meeting, pursuant to Section 2.1 of these By-Laws. Board members shall serve for a term of approximately one year, until the successor Board members shall have been elected.

Section 3.4. Vacancies. When any vacancy exists or occurs on the Board by death, resignation, removal or otherwise (other than by reason of the expiration of the term of such member in the ordinary course), such vacancy shall be filled by the appointment of a new member by the remaining members of the Board, subject to the provisions of Article XIV of these By-Laws. Such new member shall serve for the remainder of the term of the vacating member.

Section 3.5. Resignation and Removal.

(a) Any member of the Board may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the president or secretary of the Condominium. Such resignation shall take effect at the time specified therein, and, unless specifically requested, and except as otherwise described in these By-Laws, acceptance of such resignation shall not be necessary to make it effective.

(b) Any member of the Board may be removed from office at any time with or without cause only by the vote of the Unit Owners representing at least 75% of the aggregate Common Interests present at any meeting of the Unit Owners held for such purpose, except for a member of the Board who was designated or appointed by the Declarant (or its designee), which member may only be removed and replaced by the Declarant (or its designee), as the case may be, whether for cause or no cause; provided however, that to the extent provided by law, a Board member elected or designated by Declarant (or its designee) may be removed by the Board for cause.

(c) Any member of the Board who has been designated or elected by the Declarant (or a Declarant designee) and who thereafter resigns, dies or is removed, may be replaced only by the Declarant, or its designee, as the case may be.

Section 3.6. Meetings.

(a) Meetings of the Board, regular or special, shall be held at such place in the City and State of New York, in such location as shall be specified in the notice calling the meeting issued by the president or the secretary of the Condominium, provided however, that the first meeting of each newly-elected Board shall be held immediately after the annual meeting of the Unit Owners and no notice of such Board meeting shall be necessary to constitute a validly called meeting; provided further, that a quorum shall be present. If a quorum is not present, the Board may convene at such later place and time as shall be fixed by the members of the Board then present.

(b) Regular meetings of the Board shall be held not less than once every eight (8) weeks and may be held upon such notice, or without notice, and at such time and at such place in the City and State of New York as shall from time to time be determined by the president on at least two days' notice to each member, either personally or by mail or by email. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of a majority of the members of the Board.

(c) Notice of a meeting need not be given to any member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice. Neither the business to be transacted at,

nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, except where otherwise required by law or by these By-Laws.

(d) A majority of the appointed members of the Board shall constitute a quorum for the transaction of business, unless a greater or lesser number is required by the Act or by law or by the Declaration or elsewhere by these By-Laws. The act of members representing a plurality of the Members present and voting at any meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by the Act, the Declaration or elsewhere in these By-Laws or is otherwise inconsistent with these By-Laws. If a quorum shall not be present at any meeting of the Board, the members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At all meetings of the Board, each member shall be entitled to one vote.

(e) One or more Members of the Board may participate by telephone in duly-convened Board meetings and vote on any matters which duly arise at such meeting, provided that all substantive discussions are conducted in such a manner as to afford all Members the opportunity to hear and be heard simultaneously on all matters of substance or procedure which are raised at such meeting.

Section 3.7. Annual Budget.

(a) The Board shall determine the cash requirements of the Condominium for each fiscal year of the Condominium, by resolution or resolutions adopted during the fiscal year in question or the preceding year and shall likewise fix the terms and time of payment of the Common Charges due from the Unit Owners in order to meet such cash requirements. The Board shall have discretionary power to prescribe the manner of maintaining and operating the Common Elements and to determine the aforesaid cash requirements. Every such determination by the Board shall be final and conclusive as to all Unit Owners and any expenditures made by the officers or agents of the Condominium under the direction or with the approval of the Board shall, as against such Unit Owners, be deemed necessarily and properly made for such purposes. The operating year of the Condominium shall be the calendar year unless otherwise specifically resolved by the Board. Unless a new budget shall have been adopted by the Board for the next calendar on or before December 31st of the preceding calendar year, the same amount of Common Charges shall be due and payable until such new budget is adopted.

(b) Unless otherwise expressly determined by the Board, annual Common Charges shall be due in twelve (12) equal monthly installments with such installments payable, in advance, on the first day of each consecutive calendar month during the budget year. Promptly after the adoption of any such resolution, the secretary, or managing agent of the Condominium, as the Board may determine, shall mail or cause to be mailed, or deliver or cause to be delivered, to each Unit Owner of record a statement of the amount of the cash requirements so determined or a copy of the resolution of the Board concerning the same.

(c) Declarant reserves the right, in its sole and absolute discretion, to waive (or cause the Board to waive) the assessment and collection of Common Charges from Unit Owners for a period of time prior to sale of all Units being offered for sale pursuant to the terms of the

Offering Plan (the "Waiver Period"). In the event that Declarant exercises that right, the following shall apply:

(i) During the Waiver Period, Declarant shall be solely responsible for the timely payment of all Common Expenses reasonably required to operate the Building (the "Operating Expenses") including but not limited to insurance premiums and reserve fund payments required by lenders, if any. All Operating Expenses payable by Declarant during the Waiver Period shall be based upon the actual cost of operating the Building and not upon estimates set forth in Schedule B – "Projected Budget for First Year of Condominium Operation" in the Offering Plan. Such Schedule B will not be deemed to be effective until expiration of the Waiver Period.

(ii) During any Waiver Period, Declarant shall remain obligated to update the operating budget for the Condominium when and as needed.

(iii) The Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances, each Unit Owner will remain solely responsible for the payment of the real estate taxes assessed against their Unit.

(iv) Declarant shall file an amendment to the Offering Plan disclosing the occurrence of the Initial Closing and indicate that collection of Common Charges will not commence with the beginning of the First Year of Condominium Operation.

(v) Declarant, in its sole and absolute discretion, may, upon at least 30 days' prior written notice to Unit Owners, sent by Declarant or the Board, terminate the Waiver Period. Declarant shall also file an amendment to the Offering Plan disclosing the expiration of the Waiver Period in the next substantive amendment to the Offering Plan to be filed after such written notice to Unit Owners is provided.

(vi) Upon expiration of the Waiver Period and the commencement of assessment of Common Charges against the Units, there will not be any assessment over and above the amount of such Common Charges against Units or Unit Owners for any item set forth in the approved Condominium budget that is in effect at the time of commencement of assessment of Common Charges.

(d) The Common Expenses shall include such types of operating expenses as are specified in the Schedule B budget set forth in the Offering Plan, which includes, among other things, property taxes assessed against the entire Premises (solely in furtherance of the Board of Manager's right pursuant to Section 3.9(b)(xvi) below), the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board, and such amounts as the Board may deem proper for the operation and maintenance of the Premises, including, without limitation, an amount of working capital for the Condominium for a general operating reserve, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board

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 part of such Unit which is to be sold at a foreclosure or other judicial sale.

(e) The Board shall have the right, in its sole discretion, to modify from time to time during a calendar year, its prior determination of the cash requirements of the Condominium and to modify accordingly the amount and payment terms of Common Charges payable by Unit Owners.

(f) Each Unit Owner shall be obligated to pay Common Charges and expenses, including any Special Assessments that may be levied by the Board. Such Common Charges shall reflect a proportionate share of the cash requirements of the Condominium necessary in order to operate, preserve and maintain the Premises in a high-quality manner, as well as establish replacement reserves or other contingency funds as in the discretion of the Board are deemed appropriate. The amount of Common Charges for each Unit is based generally upon the total projected Common Expenses multiplied by each Unit's Common Interest, but subject to adjustment and special allocation as between or among the Units based upon intended or anticipated benefit of certain Common Expenses. Where Common Expenses have been allocated among the Units other than in accordance with their respective Common Interests, such special allocations are based upon projected benefit to, usage by and/or applicability to a particular Unit Owner or to a category of Units (such as is the case for Limited Common Expenses), in the opinion of the Board. If the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so. The Board also has the right to revise the projection of the Common Expenses at any time and from time to time during any fiscal year. Any such revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners during such fiscal year.

(g) Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units shall be resolved by arbitration in accordance with Article 15 of the By-Laws.

(h) No Unit Owner will be relieved from liability for the payment of his Common Charges by waiving the use of any of the Limited Common Elements or by mere abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale, transfer, or other conveyance by him of such Unit. Any Unit Owner may, by conveying his Unit to the Board for no consideration, and by complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his Unit and such Unit being free and clear of all liens and encumbrances. However, in no event shall Declarant or Declarant-designee be permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing.

(i) In addition, the Board shall have the authority to levy and collect such other charges from particular Unit Owners, collectively referred to as "Individual Expense Charges". Individual Expense Charges include, without limitation, such charges by the Board which (a) result from costs incurred by the Condominium as a direct result of the wrongful acts or omissions of a

particular Unit Owner, his or her guests or contractors, such as arising out of damages caused by a Unit Owner to any of the Limited Common Elements, (b) charges assessed for or arising under a Parking License and (c) charges, if any, assessed against Unit Owners for use of Condominium facilities such as the fitness center or bicycle storage room.

Section 3.8. Capital Reserves Authorization. The Board shall have the power to establish any needed reserves for capital purposes, including (without limitation) reserves for capital improvements, capital repairs, alterations or other modifications to the Common Elements or acquisition of Units on behalf of all Unit Owners. That portion of the Common Charges or other charges levied by the Board which is allocated by the Board to principal payments on indebtedness or for capital improvements shall be treated upon the books of the Condominium as capital contributions.

Section 3.9. Duties and Powers.

(a) The property and business of the Condominium shall be managed by its Board except with respect to the powers which are herein delegated to the officers. The Board shall at all times act as a board, regularly convened. The Board may adopt such rules and regulations for the conduct of their meetings, the execution of their resolutions and the management of the affairs of the Condominium as it may deem proper; provided, that the same are not inconsistent with the laws of the State of New York, the Declaration or these By-Laws.

(b) The Board shall have the following further duties and powers, which list is not intended to be exhaustive:

(i) determine and levy monthly Common Charges to cover the cost of Common Expenses, payable in advance; provided however, that the Board may increase or reduce the monthly assessments or vote a special assessment in excess of that amount to meet any additional necessary expenses or reduction in Common Expenses from those previously determined by the Board, but said increase, reduction or special assessment can only be assessed among the Unit Owners *pro rata* according to their respective Common Interests; provided however, that substantially the same percentage allocation of Common Expenses shall be used in the future for budget purposes by the Board as is used in the Budget set forth in the Offering Plan. In any event, no change in the allocation of Common Expenses which affect Unsold Units may be made without the express prior written consent of the owner of such Unsold Units.

(ii) collect, use and expend the assessments collected to maintain, care for and preserve the Premises;

(iii) make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations set forth in these By-Laws;

(iv) enter into and upon the Units when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the Premises;

(v) open bank accounts on behalf of the Condominium and shall designate the signatories on such bank accounts;

(vi) insure and keep insured the Common Elements and Units in accordance with Article VI of these By-Laws;

(vii) collect delinquent Common Charges and assessments by suit or otherwise, and shall bring and maintain actions or proceedings to abate nuisances and to enjoin or seek damages for violations of the house rules or rules and regulations herein referred to;

(viii) make and adopt by resolution reasonable rules and regulations, including, without limitation, the right to amend the same from time to time; provided however, that such rules and regulations and amendments shall be binding upon the Unit Owners as of their date of adoption by the Board in writing and the receipt by all Unit Owners of a copy thereof;

(ix) employ and terminate the employment of employees and independent contractors and shall purchase supplies and equipment, shall enter into contracts, and generally shall have the powers of managers in connection with the matters hereinabove set forth;

(x) bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium and to levy special assessments to pay for the cost of such litigation;

(xi) acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner thereof, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board; and subject to the rights of Declarant with respect to same, preparing, executing and administering Parking Space Licenses and assignments and assumptions thereof;

(xii) in its discretion, hire a managing agent to perform the duties of the Board, upon such terms and conditions as the Board may determine;

(xiii) make additions, alterations or improvements to the Common Elements of the Condominium; provided, that, if the cost of such addition, alteration or improvement exceeds $100,000 (or $250,000 for any series of additions, alterations or improvements), the Board shall make such additions, alterations or improvements only with the approval of Unit Owners holding a majority of the Common Interests in the aggregate;

(xiv) borrow money on behalf of the Condominium (including, without limitation, borrowing pursuant to or in accordance with the provisions of Section 339-jj of the Real Property Law) when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that (i) the consent of at least sixty-six and two-thirds (66 and 2/3%) percent in Common

Interests of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $50,000 and (ii) 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 Unit Owner of said Unit;

(xv) accumulate reserves for capital replacements, improvements, or for such other purposes as the Board may in its discretion deem appropriate; provided however, that so long as the Declarant is in control of the Board, neither the Working Capital Fund nor the Reserve Fund (as such terms are used in the Offering Plan) may be used to reduce projected Common Charges unless such use is authorized by the affirmative vote of a majority of the members of the Board who are not designated by or affiliated with the Declarant; and

(xvi) collect from Unit Owners, either as part of Common Charges or Individual Assessments (based upon each Unit Owner's Common Interest) and pay the projected amount of real estate taxes assessed against all of the Units prior to the date such taxes are separately assessed against such Units.

(c) The Board shall be responsible for carrying out the duties imposed upon it under the Condominium Act, these By-Laws or the Declaration, regardless of whether a Unit is vacant or occupied by the Unit Owner thereof or a permitted lessee or licensee of such Unit Owner.

Section 3.10. Executive Committee. The Board may by resolution appoint an executive committee to consist of three (3) or more members of the Board. At least one (1) of the members shall be designated by the Declarant so long as the Declarant is entitled by the Condominium Documents to designate at least (1) member of the Board. Such committee shall have and may exercise all of the powers of the Board in the management of the business affairs of the Condominium during the intervals between meetings of the Board, so far as may be permitted by law, except that the executive committee shall not have power to determine the cash requirements, or to fix the Common Charges to be paid or to vary the terms of payment thereof as fixed by the Board. Vacancies in membership on the executive committee shall be filled by the Board at a regular or special meeting.

Section 3.11. Admissions Committee. In furtherance of the cooperative purposes and financial stability of the Condominium, the Board may by resolution create an admissions committee of two or more persons to interview and consider the qualifications of proposed transferees of Units; provided, however, that such committee shall have no power or authority except to recommend to the Board whether or not to exercise the right of the Condominium of first refusal as described in Section 2 of Article X of these By-Laws. Once such committee has been created, no exercise of such right of first refusal shall be undertaken unless and until the admissions committee shall have recommended or approved the same, or until there shall have been a meeting of the Board to act on an unfavorable report of the admissions committee or any member thereof. All information received and reports by the admissions committee or any member of the Board (whether or not an admissions committee has been created) concerning a proposed transferee, and the deliberations of the committee and the Board thereon shall be deemed confidential and disclosed to no one except other members of the Board. No members of the admissions committee

or the Board shall be required to explain to any Unit Owner or any other person the reasons for his determination. At least one (1) of the members shall be designated by the Declarant so long as the Declarant is entitled by the Condominium Documents to designate at least (1) member of the Board.

Section 3.12. Other Committees. The Board shall also have the power to appoint such other committees, as it deems appropriate; provided, however, that the Board may not delegate decision-making authority to such committees and further provided that at least one (1) of the members shall be designated by the Declarant so long as the Declarant is entitled by the Condominium Documents to designate at least (1) member of the Board.

Section 3.13. Contracts and Transactions of the Condominium. No contract or other transaction between the Condominium and any one or more of the members of the Board or any corporation, firm, association or other entity in which one or more of its members are directors, officers or shareholders, or are otherwise financially interested, shall be voided or voidable for such reason alone or by reason alone that such member is present at the meeting of the Board, or of a committee thereof, which approves such contract or transaction, or that his votes are counted for such purpose.

Section 3.14. Compensation. No member of the Board, by virtue of his appointment as such shall receive any salary or other compensation for his services as such unless and until the same shall have been duly authorized in writing, or by affirmative vote taken at a duly held Unit Owners' meeting, by the record holders of at least 66 and two-thirds percent (66 and 2/3%) of Common Interests.

Section 3.15. Annual Statement. The Board shall furnish to all Unit Owners of record and their mortgagees and shall present annually (at the annual meeting, but in no event later than three (3) 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 verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners.

Section 3.16. Fidelity Bonds. The Board may 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, if paid by the Condominium, shall be a Common Expense.

Section 3.17. Managing Agent. The Board may employ for the Condominium a managing agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to all of the delegable duties of the Board as described in this Article.

Section 3.18. Re-evaluation of Tax Assessments. The Board shall not be entitled nor shall it undertake to apply for a review of real estate taxes with respect to any part of the Premises unless designated to do so by one or more Unit Owners as their representative in any such action and the Board expressly accepts such designation. In the event that the Board undertakes such application in accordance with this Section, the Unit Owners on whose behalf such application is

made shall indemnify and hold harmless the Board from any and all costs, expenses and claims arising from such application.

Section 3.19. Common Expense Allocations. Common Expenses shall be allocated among Unit Owners in accordance with their Common Interests, but may be specially allocated based on special or exclusive use or availability or exclusive control of Common Elements by a particular Unit Owner. The Board shall not alter the percentage allocation of specific categories of Common Expenses between and among the Unit Owners as set forth in the initial budget for the Condominium contained in the Offering Plan (or as otherwise provided for in the Offering Plan), without (a) substantial and reasonable basis therefore and, (b) if such alteration affects the Declarant as to any Unsold Unit, the consent of Unit Owner or Unit Owners thereby affected. Any dispute arising with respect to any re-allocation of Common Expenses shall be resolved by arbitration pursuant to Article 15 of these By-Laws.

ARTICLE 4

Officers

Section 4.1. Election and Removal. The Board at its first meeting after these By-Laws become effective, and at each annual meeting, shall elect by a plurality vote, a president and one or more vice-presidents, a secretary and a treasurer, and may also at any time appoint or elect one or more assistant secretaries or assistant treasurers and accord to such assistant officers such powers as the Board deems proper. Any person otherwise qualified may hold any two offices, except the offices of president and secretary. Each of the officers shall serve until the next annual meeting of the Board and until the election or appointment of his respective successor; but any officer may be removed from office at any time by a vote of the majority of the incumbent Board taken at any meeting of the Board; provided, that any officer elected or designated by the Initial Board may only be removed by the Declarant or by the Board after the first annual meeting of the Board.

Section 4.2. Qualification and Vacancies.

(a) The president shall be a member of the Board, but none of the other officers need be a member of the Board.

(b) Vacancies occurring in any office may be filled by the Initial Board or the Board, as the case may be, at any time, upon affirmative vote taken at any meeting, by a majority of the then incumbent members of the Initial Board or the Board, as the case may be. An officer who was a Unit Owner, or Principal thereof, at the date of his election and who ceases to be a Unit Owner or a Principal thereof, shall be deemed to have tendered his resignation as an officer to the Board, which resignation shall be effective as of the date that he ceases to be a Unit Owner or a Principal thereof.

Section 4.3. President. The president shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the State of New York, including

but not limited to the power to appoint committees from among the members of the Board from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 4.4. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board shall appoint some other member of the Board to act in the place of the president, on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the president.

Section 4.5. Secretary. The secretary shall keep the minutes and other appropriate record of all meetings of the Unit Owners and of the Board. The secretary shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.6. Treasurer. The treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of the treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) of the following officers of the Condominium: president, vice-president, secretary or treasurer.

Section 4.8. Salaries. No salary or other compensation for services shall be paid to any officer of the Condominium for services rendered as such officer unless and until the same shall have been authorized in writing by, or by affirmative vote taken at a meeting of Unit Owners called for that purpose.

ARTICLE 5

Liability and Indemnification of Unit Owners, Managers and Officers

Section 5.1. Liability of Members of the Board and Unit Owners. Any contract, agreement or commitment made by the Board shall state that it is made by the Board as agent for the Unit Owners as a group only and that no member of the Board or individual Unit Owner shall be personally liable under such contract, agreement or commitment. The Unit Owners shall be jointly and not severally liable under such contract, agreement or commitment; the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his or her Common Interests bears to the aggregate Common Interests of all Unit Owners. The Board shall have no liability to the Unit Owners in the management, supervision or operation of the

Condominium except for acts or omissions resulting from willful misconduct, gross negligence or bad faith. The Unit Owners shall jointly and severally indemnify all members of the Board against any liabilities or claims arising from acts taken by a member of the Board in the scope and in the course of performance of its duties as such member, except acts or omissions resulting from willful misconduct, gross negligence or bad faith. Such joint and several liability of the Unit Owners shall be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's Common Interest bears to the aggregate Common Interests of all Unit Owners.

Section 5.2. In Actions by or in the Right of the Condominium. Any person made a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that he or his representative is or was a member of the Board or officer of the Condominium, shall be indemnified by the Condominium against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him, in connection with the defense of such action, or in connection with an appeal therein, except with respect to matters as to which such member or officer is adjudged to have been liable to the Condominium and except with respect to those amounts and expenses referred to in Paragraph (b) of Section 722 of the Business Corporation Law as if the provisions of such statute otherwise applied to the acts of officers of the Condominium and members of the Board.

Section 5.3. In Other Actions or Proceedings. Any person made a party to an action or proceeding other than one by or in the right of the Condominium to procure a judgment in its favor, whether civil or criminal, brought to impose a liability or penalty on such person for an act alleged to have been committed by such persons, or their representatives, as a member of the Board or officer of the Condominium, shall be indemnified by the Condominium against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such member or officer acted in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 5.4. Presumption of Good Faith. The termination of any such civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such member or officer did not act in good faith for a purpose which he reasonably believed to be in the best interest of the Condominium or that he had reasonable cause to believe that his conduct was unlawful.

Section 5.5. Payment. Expenses incurred in defending a civil or criminal action or proceeding may be paid by the Condominium in advance of the final disposition of such action or proceeding, if authorized by the Board, under Paragraph (b) of Section 724 of the Business Corporation Law as if the provisions of such statute otherwise applied to the acts of officers of the Condominium and members of the Board.

Section 5.6. Maximum Indemnification. Notwithstanding anything herein contained, it is intended that the members of the Board and Officers of the Condominium shall be entitled to indemnification to the maximum extent allowed by law.

ARTICLE 6

Insurance

Section 6.1. Required Coverage and Amounts. The Board shall obtain and maintain, to the extent obtainable, the following policies of insurance:

(a) Fire Insurance. Fire insurance with extended coverage insuring the Building (including all of the Units and fixtures initially installed therein by the Owner, Unit Owners, and Declarant, but not including furniture, furnishings or other personal property supplied or installed by any tenant of any Unit Owner), together with all service machinery contained therein and covering the interests of the Condominium, the Board, and all Unit Owners, as their respective interests may appear. The amount of such coverage shall be in an amount equal to the agreed upon replacement value of the Building or such other amount as is adequate to prevent the Condominium from becoming a co-insurer in the event of casualty loss (exclusive of the cost of excavation and foundations), without deduction for depreciation.

(i) Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit (the identity of which the Board has received actual written notice) which shall provide that the proceeds from claims for loss, if any, shall be payable to such mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Board. The cost of all such insurance shall be paid by the Board and shall constitute a Common Expense.

(ii) All policies of physical damage insurance shall contain waivers of subrogation, of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners, or 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 twenty (20) days prior written notice to all of the insured, including all mortgagees of Units (the identity of which the Board has received actual notice).

(iii) The amount of fire insurance to be maintained on the Building until the first meeting of the Board following the first annual meeting of the Unit Owners shall be in the amount of at least $6,200,000 or replacement cost, whichever is greater.

(b) Other Coverage. The Board shall also obtain and maintain to the extent obtainable: (i) fidelity insurance, and directors' and officers' liability insurance, or its equivalent, covering all employees or agents of the Condominium who handle Condominium funds; (ii) workmen's compensation insurance; and (iii) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board and each Unit Owner in such limits as the Board may deem proper. The Board shall review such limits at least once each year. The public liability insurance policy to be maintained until the first meeting of the Board following the first annual meeting of the Unit Owners, will be in limits of $1,000,000 covering all claims for bodily injury, property damage arising out of any one occurrence in the

Common Elements or in any Unit and covering cross liability claims of one insured against another. However, said policy shall not cover the individual liability of a Unit Owner arising from occurrences within his or her own Unit or in the Common Elements.

(c) Supplemental Coverage. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of any Unit Owner's other insurance. All Unit Owners who hold licenses to a Parking Space shall be required to maintain comprehensive insurance covering their vehicle.

Section 6.2. Repair or Reconstruction After Casualty.

(a) In the event of damage to or destruction of the Premises as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any heating, ventilation or air conditioning fixtures and equipment initially installed therein by the Owner, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by any tenants of any Unit Owner), and the Board, 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 available insurance proceeds shall constitute a Common Expense and the Board may assess all of the Unit Owners for such deficit as part of the Common Charges. If the damage or destruction affects only one Unit, then such Unit Owner shall have the right to make all arrangements for the repair.

(b) If seventy-five (75%) percent or more of the Premises is destroyed or substantially damaged and Unit Owners holding seventy-five (75%) percent or more of the Common Interests do not duly and promptly resolve to proceed with repair or restoration, the Premises 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 paragraph (a) of this Section 6.2 and the amount of the 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, among all the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(c) As used in this Section 6.2, "promptly resolve" shall mean not more than sixty (60) days from the date of damage or destruction.

Section 6.3. Prohibited Acts. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his or her Unit or any of the Common Elements which will increase the insurance rates on his or her Unit or any other Unit or on the Common Elements.

ARTICLE 7

Use of Units

Section 7.1. Permitted Use of the Units. To provide for congenial occupancy of the Premises and for the protection of the values of the Units, the use of the Premises shall be restricted to and shall be in accordance with the following provisions:

(a) Units shall be used for any legal residential or home occupation purpose permitted under the certificate of occupancy zoning classification for the Premises, subject however, to such further restrictions, if any, as are contained in the Declaration.

(b) In addition to the foregoing, any Unit owned by a Declarant or Holder of Unsold Units may be used for general and sales office purposes or as a model Unit. Further, the Declarant or Holder of Unsold Units, and their respective agents or representatives shall also have the right to (i) use one or more Unsold Units as a sales office or model Unit or Units until all Units have been sold; and (ii) erect and maintain one or more signs at the Condominium in connection with the sales or any rental program, which signs shall be of such design and in such location as Declarant or the Holder of Unsold Units may determine in their sole discretion. The Units used for sales marketing purposes may be constructed or renovated, furnished or decorated specifically for their intended use as a model Unit or sales office.

(c) Unit Owners shall at all times comply with the rules and regulations promulgated and amended from time to time by the Board. Any rule or regulation may be rescinded or modified by the affirmative vote of holders of at least seventy-five (75%) percent of the Common Interests at a meeting duly called for that purpose.

(d) Notwithstanding anything to the contrary set forth herein, no rule or regulation shall be hereafter promulgated by the Board which would limit the use and occupancy of any one Unit or otherwise adversely affect less than all of the Units or the Unit Owners of less than all of the Units without the prior consent of the Unit Owner or Unit Owners so affected.

Section 7.2. Licensing and Use of Parking Spaces.

(a) Permitted Licensees; Transfer

(i) Any Unit Owner assigned a parking space (each a "Parking Space") in the Building will be required to execute a license agreement to use a Parking Space (a "Parking Space License Agreement") governing the use of the space. To help protect the security of the Building, the holder of a license to use a Parking Space (a "Parking Space License") (other than Declarant) must at all times be a Unit Owner, provided, however, that the foregoing restriction shall not apply: (i) to Declarant or its designee; or (ii) to the Board or its designees. If the Board terminates a Parking Space License or a Unit Owner surrenders a Parking Space License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking Space License upon terms and conditions determined in its sole discretion. If at any time the licensee of a Parking Space sells its Unit, it shall simultaneously assign its license of the Parking Space to another

owner of a Unit (or the purchaser of such Unit), and if it fails to do so, the Board shall have the right to terminate the license of the Parking Space and take possession of the same, without compensation to the licensee.

(ii) Upon the issuance of a Parking Space License to a Unit Owner, such Unit Owner may assign such Parking Space License provided: (i) the assignee is a Unit Owner at the Condominium and assumes the obligations under the Parking Space License Agreement pursuant to an assignment and assumption agreement in the form annexed to the Parking Space License Agreement, (ii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time (which assignment shall require and be effective only upon the consent of the Condominium Board, which consent shall be granted provided the terms of the Parking Space License Agreement regarding assignments have otherwise been complied with), and (iii) no outstanding monies are owed to Declarant and/or the Condominium by the Parking Space Licensee and/or the assignee. Neither Declarant nor the Board shall have any liability or obligation with respect to a private assignment of a Parking Space License. With regard to a Parking Space held by Declarant or its designees, the foregoing provisions with regard to assignment thereof do not apply to Declarant or its designee.

(iii) The Board has the authority to promulgate additional rules regarding the use of and access to the Parking Spaces and the procedures for assigning such Parking Space Licenses. If the Board terminates a Parking Space License or a Unit Owner surrenders a Parking Space License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking Space License for the corresponding Parking Space License upon terms and conditions determined in its sole discretion.

(b) Use. Subject to the certificate of occupancy for the Building, Legal Requirements, and the By-Laws, Parking Spaces may only be used for accessory parking purposes by a Unit Owner or a tenant of such Unit, only. In no event may any of the Parking Spaces (including, the vehicle parked in a Parking Space) be used as a dwelling space. Further, in no event may any of the Parking Spaces (including, the vehicle parked in a Parking Space) be used for storing property. Notwithstanding the foregoing, Declarant or its designee shall have the right to use any unlicensed Parking Spaces for any lawful purpose or to change the permitted use of any unlicensed Parking Spaces, subject, however, to the provisions of the Declaration. Further, Declarant or its designee shall have the right to rent any Parking Spaces to non-residents of the Condominium, for periods of not less than one (1) week and not more than one (1) month and the proceeds from such rental shall be the exclusive property of Sponsor, without accountability to the Board or Unit Owners. The Rules and Regulations of the Condominium which are applicable to a Unit Owner shall also be applicable to a Parking Space and/or a licensee thereof.

(c) License Fee. Holders of Parking Space Licenses will be required to pay a monthly license fee to the Condominium, excluding Declarant with respect to unsold Parking Space Licenses, which amount shall, for the Projected First Year of Condominium Operation, initially be in an amount equal to the amount shown on Schedule A-1 in the Offering Plan. This

amount covers the projected annual Parking Space expenses (the "Parking Space Expenses") of the Condominium for the First Year of Condominium Operation as indicated on Schedule B, including, but not limited to, maintenance and repair, service contracts, insurance, and miscellaneous expenses associated therewith. Each year, when the Condominium Board prepares its annual budget covering the Common Expenses of the Condominium, it shall account for the Parking Space Expenses and shall assess each Parking Space Licensee for the Parking Space Expenses pro rata based upon the total number of Parking Spaces at such time. The Condominium Board shall have, without limitation, the same rights and remedies with respect to the collection of such license fees as it does with respect to Common Charges. Further, the license fees are subject to change from time to time as the Board deems necessary.

(d) Copy to Managing Agent. Upon the issuance of a Parking Space License to a Unit Owner, or the transfer of a Parking Space License to an assignee, such Unit Owner or assignee, as the case may be, shall provide the Managing Agent with a copy of the Parking Space License.

(e) Issuance. Declarant (or its designee), in its own name or in the name of the Board, shall have the exclusive right to initially issue Parking Space Licenses for Parking Spaces, and to retain the proceeds thereof, if any. Declarant's rights hereunder shall include the right, hereby reserved, of Declarant to increase the number of Parking Spaces, as permitted by applicable law, and offer for sale and initially issue licenses therefor. Thereafter, if the Board terminates a Parking Space License or a Unit Owner surrenders a Parking Space License without assigning such license to another Unit Owner, the Board shall have the right to issue a new Parking Space License for the corresponding Parking Space upon terms and conditions determined in its sole discretion.

(f) Creation of and Changes to Parking Spaces. Declarant (or its designee), in its own name or in the name of the Board, shall have the exclusive right to create new Parking Spaces from under-utilized Common Elements (i.e., Common Elements, in whole or in part, which have not been specified for a given purpose or use in the Plan, or which are otherwise unnecessary for the use and benefit of the Common Elements to which they are adjacent) and sell licenses therefor, and to change the number and size of the Parking Spaces by, among other things, reconfiguring Parking Spaces, and in connection with such reconfiguration, redesignating in an amendment to the Declaration, among other things, a portion of a reconfigured Parking Space's space.

(g) Neither the Condominium Board nor Declarant can make any representation that the Parking Spaces nor any permitted vehicles (or items stored therein) will remain dry or will not experience any water infiltration and neither the Board nor Declarant will be responsible for any damage to any vehicles (or items stored therein) which are parked in the Parking Spaces. Parking Space Licensees who park vehicles (and store items therein) in the Parking Spaces do so entirely at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for their vehicles (and any items stored therein). Unit Owners must comply with applicable Legal Requirements regarding the Parking 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.

(h) Parking Space Licensees shall, at all times, keep, in full force and effect, comprehensive insurance covering their vehicle as well as coverage for liability with minimum limits of liability of as set forth in the Licensee's License Agreement, and shall waive its insurer's right of subrogation against Declarant and/or the Board.

ARTICLE 8

Alterations, Additions, Repairs or Improvements

Section 8.1. Alterations, Additions, Repairs or Improvements by the Unit Owners. (a) With the exception of Declarant, its designee, or the Board, no Unit Owner shall make any structural addition, alteration or improvement in or to its Unit (or any structural or non-structural addition, alteration or improvement in or to any Common Element or Limited Common Element or which affects any Unit other than the Unit Owner's Unit) without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld nor delayed. If such consent is not given within 60 days following receipt of all necessary supporting documentation by the Board or its designees, provided that the Unit Owner shall have given the Board at least 14 days written notice of such failure and such failure is not cured within such 14-day period, the Board shall have been deemed to consent to the proposed addition, alteration or improvement. With respect to any and all structural and non-structural additions, alterations and improvements, a Unit Owner shall: (i) make and perform any such additions, alterations or improvements in compliance with all applicable rules, regulations and laws; (ii) obtain all necessary permits and approvals therefor; (iii) pay for the cost of such improvements, including, without limitation, such architectural, engineering and/or other costs as the Condominium may incur in connection with a review of proposed alterations; (iv) hold the Board harmless from any claims, losses or expenses incurred by reason of such repairs, alterations or improvements; (v) obtain such insurance coverage of types and amounts prescribed by the Board; and (vi) deliver to the Board promptly upon completion of such work, final "as built" plans. A Unit Owner shall be required to execute such documents as the Board may require in order to incorporate the foregoing or other restrictions, including, without limitation, an alteration agreement in such form and substance as the Board may determine from time to time, which agreement may, among other provisions, require that the Unit Owner deposit a specified amount of money in order to secure the due performance by the Unit Owner of the proposed changes.

(b) Unit Owners shall have the right to make non-structural alterations, additions or improvements to their Units upon prior written notice to the Board. All such work to be performed by or for a Unit Owner must be done in conformity with all applicable laws, rules and regulations and the Unit Owner shall obtain all required permits and approvals therefor and perform all work at its own cost and expense.

(c) The foregoing restrictions are not applicable to Declarant, its designee, or the Board, each of whom may make alterations, additions, improvements and repairs (structural and non-structural) to their Units without notice to or approval of the Board, provided only all applicable laws are complied with and the structural integrity of the Building is not adversely affected thereby. At the request of Declarant or its designee, the Board will execute any application or other documents required to be filed with any governmental authority having or asserting

jurisdiction in connection with any such addition, alteration, improvement, or repair proposed to be made to their Unit. The Board must execute any application or such other documents within five business days of such request. Should the Board fail to do so within that period, the Declarant shall have the authority to sign such documents on behalf of the Board. The Board shall execute a power of attorney coupled with an interest in favor of the Declarant to enable the Declarant to sign such documents.

Section 8.2. Compliance with Laws. No Unit Owner shall make or permit to be made any alterations, additions, repairs or improvements except in full and complete compliance with all applicable laws, rules, codes and regulations of any agency or municipality having jurisdiction over the matter and after having obtained all required permits and approvals therefor.

Section 8.3. Plans and Specifications. Each Unit Owner who has made alterations, additions, repairs or improvements in accordance with this Article shall, upon completion of such changes, furnish to the Board, at no cost or expense to the Board, a complete and accurate set of "as-built" plans and specifications.

Section 8.4. General Consistency. All repairs, painting or maintenance, whether made by a Unit Owner or the Board, to the doors, windows or other exterior surface or any portion of the Premises, including the roof, or to any generally visible portion of the Common Elements shall be performed in such a manner so as to conform to the general materials, style and design of the rest of the Premises.

Section 8.5. Maintenance, Repairs, Replacement of and Alterations to Limited Common Elements. Ordinary repairs, maintenance and replacements of and to Limited Common Elements are the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Capital replacements or other major repairs to Limited Common Elements shall be performed by and at the expense of the Condominium, unless the need for such replacements or repairs are the result of the wrongful acts or omissions of a Unit Owner, in which event such Unit Owner shall reimburse the Condominium for the cost of such remedial work. No structural or non-structural alterations shall be made by a Unit Owner to a Limited Common Element except with the prior written consent of the Condominium, in the same manner as for structural alterations to a Unit.

Section 8.6. Maintenance, Repairs, Replacement of and Alterations to Common Elements. All painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, to the General Common Elements shall be made by or at the direction of the Board and the cost thereof shall be a Common Expense, subject to the right and authority of the Board to specially allocate financial responsibility therefore between or among Unit Owners. Each Unit Owner shall promptly notify the Board, in writing, of any defect or need for repairs for which the Board is responsible. Work on the Common Elements shall be performed by a contractor designated or approved by the Board. Notwithstanding the foregoing, any work necessitated by the negligence, misuse or abuse of any Unit Owner, its tenants, licensees or invitees, shall be paid for by such Unit Owner.

Section 8.7. Board Access to Units. Unit Owners are obligated to grant access to the Board, its agents and designees for the purpose of inspection (when there appears reasonable cause

therefor), removal of violations, repair, maintenance or replacement of Limited Common Elements, to cure a default by a Unit Owner or for other lawful purposes as permitted herein. The Board will not seek such access to a Unit without reasonable prior notice of the Unit Owner, except under emergency circumstances.

ARTICLE 9

Default

Section 9.1. Events of Default. The following shall constitute events of default ("Event of Default") by a Unit Owner:

(a) Any act or omission which violates any provision of these By-Laws;

(b) Any act or omission which violates any provision of the Declaration;

(c) Any act or omission which violates any of the Rules and Regulations of the Condominium;

(d) Failure to timely pay in full any Common Charges, assessment or other charge duly levied by the Board or its agents. Common Charges are due and payable on the first day of each and every month. Individual Expense Charges and Special Assessments are due and payable on demand. In the event a Unit Owner does not pay the full amount of any Common Charges, assessment or other charge required to be paid by such Unit Owner within ten (10) days of its due date, said sum shall bear interest at the annual rate of fifteen (15%) percent (or such lower maximum interest rate allowed by law) from its due date. The Board will also have the right to impose a dollar-amount late fee in addition to such interest charge. The late interest charges and any other late payment fee may be changed at any time by the Board. Notwithstanding the foregoing, neither Declarant nor Declarant-designee shall be subject to such interest charges or any other late payment fee; and

(e) The violation of any rule or regulation adopted by the Board, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other right set forth in these By-Laws: (i) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board shall determine that action is immediately necessary for the preservation or safety of the Premises, for the safety of tenants or occupants of any portion of the Condominium or other persons, or to avoid the suspension of any necessary service to the Condominium); or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach or to seek specific performance by the defaulting Unit Owner; provided however, in no event shall the Board be required to post a bond or other form of collateral security as a condition for the issuance or maintenance of any form of injunctive relief.

Section 9.2. Foreclosure of Lien. Pursuant to Section 339-z of the Real Property Law, the Board, on behalf of all Unit Owners, shall have a lien against the Units for unpaid Charges and

any other sums due and payable to the Condominium pursuant to the Declaration or By-Laws, if any, including interest, which lien shall be prior to all other liens, except for liens filed for non-payment of real estate taxes. While the Declarant is in control of the Board, the Declarant will cause the Board to file a lien as provided in Section 339-aa of the New York Real Property Law on Unsold Units in which Declarant is more than 30 days in arrears of Charges. The Board may in its sole discretion elect to subordinate its lien also to monies due and owing on obligations secured by a Permitted Mortgage lien duly-recorded against the Unit. Such liens shall survive resale of the Unit. In the event that a Unit Owner fails, neglects or refuses to pay any amounts required to be paid when due, or otherwise defaults in his or her obligations to the Condominium, and such default continues for 15 days after the Board or its agent shall have given a Unit Owner written notice of its default, the Board may foreclose its lien encumbering the Unit in the same manner as the foreclosure of a mortgage. A Unit Owner shall also be liable to the Condominium for the costs and attorney's fees incurred by the Board and the Board, as the case may be, due to the enforcement of any provision of the Declaration, By-Laws and Rules and Regulations. Any lien for unpaid Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office and until all sums secured thereby, with interest accrued thereon, shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever is sooner.

Section 9.3. Unpaid Common Charges Upon Sale of Unit. Upon the sale by an Owner of any Unit, the purchaser of such Unit shall be required to pay unpaid Common Charges assessed against such Unit prior to his or her acquisition, except that a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a first mortgage foreclosure sale shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or a purchaser at said sale. In the event that the Board forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale shall not be sufficient to pay such unpaid Common Charges, or if such Unit is acquired by a Permitted Mortgagee or purchaser at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner shall remain personally liable for the balance of such unpaid Common Charges. The Board shall have the right to assess such unpaid balance amongst Unit Owners of record at the time that the same is levied.

Section 9.4. Further Remedies for Non-Compliance. (a) Non-compliance by a Unit Owner with any of the terms or provisions of the Declaration, the By-Laws, the Rules and Regulations or any other requirements of the Board (other than payment of monies due and owing as described above), which non-compliance continues for a period of 15 days after written notice, shall subject such a Unit Owner to the following possible sanctions and remedies, all of which are available to the Board on a cumulative and non-exclusive basis:

(i) An action may be instituted against a defaulting Unit Owner for damages or such other legal or equitable relief, including without limitation, injunctive relief (for which no bond shall be required to be posted) as may be appropriate under the circumstances;

(ii) Lien foreclosure against a Unit, which may result in the loss by a Unit Owner of his or her equity in the Unit;

(iii) Assessment against a Unit of the amount of any claim against a Unit Owner, which assessment may be enforced as otherwise herein noted; and

(iv) In any case of flagrant or repeated violation by a Unit Owner, he or she may be required to give sufficient surety or sureties for his or her future compliance.

(b) In any action, proceeding or procedure undertaken by or on behalf of the Board to enforce their rights or remedies against a Unit Owner or Unit Owners, the Board shall be entitled to collect from such Unit Owner or Unit Owners its reasonable attorneys' fees incurred by reason of such action, proceeding or procedure. It should be further noted that, typically, mortgage financing in connection with a Unit provides that a default under the Declaration, the By-Laws or Rules and Regulations would also constitute a default under such mortgage financing.

(c) In accordance with Section 339-kk of the New York Real Property Law, if a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Charges for such Unit within 60 days of the expiration of any grace period after they are due, upon notice as described below, all rental payments from the tenant shall be directly payable to the Condominium. If Charges due for any Unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying Unit Owner providing that, commencing immediately and until such time as all payments for Charges are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium at the address listed on the notice. Where a majority of the Board 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. At such time as payments for Charges from the non-occupying Unit Owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying Unit Owner. Thereafter, all rental payments shall be made payable to the non-occupying Unit Owner or a designated agent. A non-occupying Unit Owner who disputes the Board's claim to rental payments pursuant to this provision shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within 30 days of the date that the Board receives notice that such Unit Owner seeks to dispute such claim. The foregoing provisions do not limit any rights of Unit Owners or of the Board otherwise available under law or by agreement. Payment by a rental tenant to the Condominium made in accordance with the foregoing provisions shall relieve that rental tenant from the obligation to pay such rent to the non-occupying Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying Unit Owner against such tenant for such rent.

ARTICLE 10

Selling, Leasing and Mortgaging Units

Section 10.1. Outstanding Charges. Any Unit may be sold and conveyed or leased by the Unit Owner thereof in whole or in part, free of any restrictions except as herein otherwise set forth. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease its Unit unless (i) such Unit Owner gives reasonable notice of such sale, lease, mortgage or pledge to the Board, and

(ii) such Unit Owner is not in default of his or its obligations to the Condominium, including, without limitation, the obligation to pay Common Charges, individual Expense Charges, Special Assessments, and other charges as may be assessed and outstanding against such Unit; provided, that such unpaid charges may be paid by good bank or certified check out of the proceeds from the sale of a Unit. Any sale, lease, mortgage or other transfer of a Unit must include the Unit Owner's appurtenant interest in the Common Elements.

Section 10.2. Right of First Refusal.

(a) Any Unit Owner who receives a bona fide offer (hereinafter called an "Outside Offer") for the sale or lease of his or her Unit which he or she intends to accept shall give written notice to the Board of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction, a true and complete copy of the proposed contract of sale or lease and such other information as the Board may reasonably require, and shall offer to sell (or lease, as applicable) such Unit to the Board, or its designee, corporate or otherwise on behalf of all of the other Unit Owners, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Board on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board may elect, by notice to such Unit Owner (i) to purchase (or lease, as applicable) such Unit (or cause the same to be purchased (or leased) by its designee) on behalf of all other Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner, or (ii) to produce a purchaser (or lessee) who will purchase (or lease) such Unit on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

(b) In the event the Board shall elect to purchase (or lease, as applicable) such Unit or to cause the same to be purchased (or leased) by its designee, the Board shall so notify the offering Unit Owner within thirty (30) days of its receipt of notice of an Outside Offer. Title shall close at the office of the attorneys for the Condominium in accordance with the terms of the offer within ninety (90) days after the giving of notice by the Board of its election to accept such offer. At the closing, the Unit Owner shall convey (or lease) the Unit to the Board or to its designee, on behalf of all other 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 transfer stamps affixed (or by lease in the form provided with the Outside Offer), and shall pay all other taxes arising out of such sale or lease. Real estate taxes and Common Charges shall be apportioned between the conveying Unit Owner and the Board, or its designee, as of the closing date. Notwithstanding the foregoing, the Board may not exercise its option to purchase or lease any Unit, pursuant to the foregoing right of first refusal, unless those Unit Owners owning Units representing a majority of the aggregate Common Interests affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum of Unit Owners is present. If approval is given, the Board may assess each Unit Owner (other than the selling or leasing Unit Owner), in proportion to his or her Common Interest, an amount necessary to effectuate the purchase or lease. Further, in exercising its right of first refusal, the Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

(c) In the event the Board or its designee shall fail, neglect or refuse to accept such offer or to produce a purchaser within thirty (30) days as aforesaid or fails to act within said thirty (30) day period, the conveying Unit Owner shall be free to sell such Unit within ninety (90) days after the expiration of said thirty (30) day period.

(d) The provisions of this Section shall apply to the acquisition or sale of a majority of stock in a corporation or interests in another form of entity that owns a Unit.

(e) The provisions of this Section shall not apply to Declarant, its designee, or their respective successors and/or assigns, a Permitted Mortgagee or to any Unit acquired by a mortgagee of Declarant. In addition, the provisions of this Section shall not apply to the assignment of any Parking Space License, subject to the other restrictions with respect to the ownership of any Parking Space License set forth in these By-Laws. Notwithstanding the foregoing, the licensee of any Parking Space must also at all times be the owner of a Unit, provided, however that the foregoing restriction with respect to Parking Space Licenses shall not apply: (i) to Declarant or its designee or (ii) to the Board or its designees. Further, notwithstanding the foregoing, any Unit Owner may sell or lease his Unit to Family Members, or may devise it by will, or have it pass by intestacy, without complying with the restrictions described above; provided however, that each succeeding Unit Owner shall be bound by, and such Unit shall be subject to, such restrictions. In addition, any Unit Owner that is not a natural person may sell, transfer, lease, or convey its Unit to a related or controlled entity without complying with such restrictions, provided however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, such restrictions, as more particularly set forth in the By-Laws.

Section 10.3. Mortgaging Units.

(a) Each Unit Owner may mortgage his or her Unit, provided that, with respect to Units other than Unsold Units (with respect to Declarant or Declarant's designee), said Unit Owner first complies with the conditions set forth in the By-Laws, including the requirements that: (a) the Board is notified in writing of the making of such mortgage and is given a copy thereof; and (b) the Unit Owner making such mortgage is not in arrears for Common Charges and first satisfies all other unpaid liens against his Unit, other than mortgages placed on his Unit in compliance with the applicable provisions of the By-Laws for Permitted Mortgages. Declarant or Declarant-designee, as the Owner of Unsold Units, shall have the right to mortgage such Units without any restriction or limitation. If required by the Declarant, the Board shall agree in writing to provide a mortgagee or prospective mortgagee of an Unsold Unit with an estoppel certificate and such additional notices as such mortgagee may require.

(b) At the specific prior request, in writing, of a Permitted Mortgagee of a Unit, the Board shall notify such Permitted Mortgagee (and any mortgagee of a Unit held by Declarant) of any (i) default in the payment of common charges or assessments by the Unit Owner of such Unit or (ii) any proposed amendment to the Declaration or these By-Laws; provided, however, that neither the Condominium, any Unit Owners nor any agent of the Condominium shall be in any way liable to a Unit Owner or Permitted Mortgagee or any third party for the failure, neglect or refusal to give such notice or to give the same in a timely or accurate manner.

Section 10.4. Gifts, Etc. Any Unit Owner may convey or transfer its Unit by gift or devise his Unit by will or pass the same by intestacy, subject to the provisions of the Declaration, these By-Laws and applicable law.

Section 10.5. Waiver of Partition Rights. All of the Unit Owners waive all rights they have or may have or hereafter acquire, jointly or severally, to cause partition as to any portion of the Common Elements, or as to any Unit acquired by the Board, except as otherwise expressly set forth in these By-Laws.

Section 10.6. Sale of Occupied Unit. In the event that a Unit which is occupied by a rental tenant is sold, the purchaser shall give prompt written notice of the change in ownership of the Unit to such rental tenant and to the Board, which will retain and make available such information.

Section 10.7. Notices. For purposes of this Article 10 (and any other provision of these By-Laws), all notices which are required to be given or may be given to the Board of Managers shall be delivered to it in care of the then-managing agent of the Condominium.

Section 10.8. Prohibition Against Advertising and Resales. With respect to Purchasers who acquired title to their Unit from Declarant, prior to and for a period of one year following a Purchaser's Closing Date (as defined in the Offering Plan), a Purchaser is prohibited from advertising or otherwise offering, promoting or publicizing the availability of a Unit for sale or lease or otherwise consummating such a sale or lease. Any such sale or listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives shall entitle Declarant to all remedies available at law or in equity. Further, any such act prior to the Closing shall constitute a default under the Purchase Agreement, entitling Declarant to the remedies set forth therein and any lease or conveyance in violation of the foregoing will be voidable by Declarant. After the date which is one year following a Purchaser's Closing Date, a Unit may be rented, sold or otherwise transferred (including without limitation by gift) by a Unit Owner, subject to the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium.

10.9. Form of Lease. The lease for any Unit (other than an Unsold Unit or a Unit leased to a member of such Unit Owner's Family Members) shall be in the form of apartment lease then approved by the Real Estate Board of New York, Inc., except for such changes thereto as are provided in the By-Laws or permitted by the Board and shall include provisions by which (a) such lease is subject and subordinate to the Declaration and any amendments thereto and (b) the lessee expressly agrees to abide by the Condominium Rules and Regulations.

ARTICLE 11

Condemnation

Section 11.1. Distribution of Premises. In the event that 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 Board, to be distributed to the Unit Owners in proportion to their respective Common Interests.

Section 11.2. Allocation of Award. In such eminent domain or condemnation proceeding, the Board shall request that the award set forth the amount allocated to each Unit and to the Common Elements. In the event that the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in the City of New York, to be conducted in accordance with the commercial arbitration rules of the State of New York unless all of the Unit Owners affected shall agree in writing otherwise.

ARTICLE 12

Amendment

Section 12.1. Amendment of the By-Laws. These By-Laws may be altered, amended or added to at any duly-called Unit Owners' meeting; provided that (i) the notice of the meeting shall contain a full statement of the proposed amendment; (ii) the amendment shall be approved by Unit Owners of Units representing at least sixty-six and two-thirds (66 and 2/3%) percent of the Common Interests; and (iii) said amendment shall be set forth in a duly-recorded amendment to the Declaration, except as otherwise expressly permitted under these By-Laws; provided further, however, that no amendment to these By-Laws may: (a) affect or impair the rights of Declarant (or a Declarant-designee), (b) the permitted use of any Unit, or (c) the validity or priority of the interest of any Unit Owner or any Permitted Mortgagee, without the express written consent of the Declarant, Declarant-designee, the affected Unit Owner, or Permitted Mortgages, respectively, and as the case may be.

Section 12.2. Restrictions on Amendments.

(a) The following provisions of these By-Laws may not be amended without the consent in writing of the Declarant so long as the Declarant shall own any Unit:

(i) Paragraph (b) of Section 3.2 to the extent that the Declarant is authorized to appoint members to the Board, which members need not be Unit Owners;

(ii) Section 3.9 to the extent that the Declarant shall be represented on the Executive Committee or any other committee created by the Board so long as it owns any Unit;

(iii) Section 3.19;

(iv) Any part of this Article 12; and

(v) Any part of Article 14.

(b) Notwithstanding anything to the contrary herein contained, no provisions of these By-Laws may be amended or construed so as to limit or otherwise adversely affect the rights and privileges of the Declarant as set forth in the Declaration, these By-Laws or applicable law without the consent of the Declarant.

(c) In addition to, and not in limitation of the foregoing, the provisions of Article 7 of these By-Laws shall not be amended except upon the unanimous affirmative vote of all Unit Owners present at a Unit Owners' meeting duly-called for such purpose.

(d) Notwithstanding anything to the contrary set forth in the Declaration or these By-Laws, the provisions of the Declaration and the By-Laws relating to the Common Interest of each Unit Owner may not be amended without the prior written consent of every Unit Owner affected by such amendment. The allocation of relative percentages of operating expenses among the Unit Owners for purposes of determining Common Charges may not be changed without the prior written consent of the Unit Owners affected by such change. The permitted use of any Unit or the priority of the interest of any Unit Owner or any Permitted Mortgaggees, may be adopted without the express written consent of the Declarant or affected Unit Owner, or Permitted Mortgagees, respectively.

(e) So long as Declarant holds title to Units representing more than 50% of the total Common Interests, these By-Laws shall not be amended without the prior written consent of the holder of the mortgage affecting Declarant's Units.

(f) Any amendment of these By-Laws which have been duly authorized in accordance with the foregoing provisions shall be executed by a duly-authorized officer of the Condominium on behalf of the Board on behalf of all of the Unit Owners.

ARTICLE 13

Termination of the Condominium

Section 13.1. Procedure for Termination. The Condominium may be terminated and the Premises withdrawn from the provisions of the Condominium Act, upon the affirmative vote of Unit Owners representing at least 80% of the Common Interests (with the consent of all Permitted Mortgagees as to mortgages, if any, affecting such Units). The Sponsor shall not vote for such termination and withdrawal unless Unit Owners representing at least 80% of the Common Interests, exclusive of the Sponsor, vote to do so. In the event that the Premises is withdrawn from the provisions of the Condominium Act, the Premises shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event, the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on its Unit, in order of priority of such liens.

ARTICLE 14

Special Rights of Declarant

Section 14.1. Description of Special Rights. Notwithstanding any other provision of these By-Laws, the Declarant and its designated successors and assigns, shall have the following special rights and benefits:

(a) Neither the Declarant nor any successor to or designee of Declarant (or such designee's successor or designee) shall be required to seek nor obtain consent of the Board to any

additions, alterations, repairs or improvements to any Unit owned by them; provided, that neither Declarant nor any other person shall make any such changes except in full compliance with all applicable laws, rules and regulations of municipal agencies having jurisdiction.

(b) The Declarant shall have the right to freely and without notice to or consent of the Board and without charge, expense or restriction, sell, lease, license, mortgage or otherwise transfer and convey title or other rights in and to any Unit owned by it or its designee (or such designee's successor or designee). Without limiting the generality of the foregoing, Declarant shall not be subject to the right of first refusal described in Section 10.2 of these By-Laws.

(c) The Declarant will be entitled to designate a majority of the members of the Board at elections occurring until the later to occur of: (i) the fifth anniversary of the first closing of title to a Unit by Declarant pursuant to an Agreement (the "First Closing"); or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Units (the "Declarant Control Period"), provided however, that at such time as there are no Unsold Units remaining Declarant will relinquish control of the Board. In addition, following the Declarant Control Period, so long as the Declarant (or its designees) owns a Unit, it shall be entitled to designate one of the five Board members.

(d) An Owners' meeting will be held to elect a new Board within 30 days after the end of the Declarant Control Period. In addition, so long as there are any Unsold Units, but in no event longer than five years after the Initial Closing (such period being referred to as the "Veto Period"), the Board may not take any of the following actions without the prior written consent of the Declarant (which may be given or withheld in its sole discretion):

(i) make, permit, or consent to any addition, alteration, improvement or change in or to the Limited Common Elements, Common Elements or any Unit;

(ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund;

(iii) enter into any service or maintenance contract;

(iv) borrow money on behalf of the Condominium or Unit Owners;

(v) exercise a right of first refusal to purchase a Unit;

(vi) increase or decrease the number, or change the type of employees of the Condominium or the Board from those set forth in the "Footnotes to Schedule B" of the Offering Plan; or

(vii) change or increase or decrease the services or operating expenses as set forth in the "Notes to Schedule B" of the Offering Plan, except as required to reflect normal annual increases in operating expenses; provided however, that the Declarant will not exercise such veto power over expenses required in order to (A) comply with applicable laws or regulations, (B) remedy any notice of violation, (C) remedy any work order by an insurer or (D) correct a condition of the Common

Elements which presents an imminent risk to the health or safety of the occupants of the Premises.

(e) If at any time during the Veto Period, the Board proposes to take on behalf of the Condominium any action enumerated in the previous paragraph, then the following shall apply:

(i) No meeting of the Board at which such action is discussed or voted upon shall be valid for any purpose unless Declarant shall have been given at least 15 days' prior written notice of such meeting which specifies with particularity said matters to be discussed or voted upon at such meeting; and

(ii) No action taken by the Board at a meeting called in accordance with the notice requirement described in subparagraph "(i)" may be implemented, except in the case of an emergency, for 15 days following the date of the meeting at which the Board shall have taken such action.

(f) So long as the Declarant (or its designees, or such designee's successor or designee) owns any Units, it shall be entitled to designate at least one member of the Board. Except as expressly provided otherwise, the rights described in this Section are not intended to restrict the voting rights of the Declarant in its capacity as a Unit Owner.

(g) A meeting of the Unit Owners shall be held within approximately thirty (30) days following expiration of the Declarant Control Period to elect new Board members unrelated to the Declarant by blood or business affiliation, such that persons related to the Declarant by blood or business affiliation, if any, no longer constitute a majority of the Board. Nothing contained in these By-Laws prohibit the Declarant from participating in such election, so long as the foregoing result obtains.

(h) No Unit Owner shall seek to obtain a required permit or otherwise undertake or perform, and the Board shall have the right to prohibit, any alterations to a Unit prior to Declarant having obtained a final certificate of occupancy for the Building. The Board will execute any and all documentation required by the Declarant in connection with (i) obtaining an updated certificate of occupancy for the Building or any alteration or the amendment of the certificate of occupancy of the Building to provide that any space included in such Units may be used for residential or other lawful purposes. Declarant shall be irrevocably appointed attorney-in-fact, with right and power of substitution (which appointment shall be coupled with an interest), of the Board to execute any instrument, and to take any other action, which may be necessary to effectuate any of the foregoing. The exercise of such power of attorney shall be wholly within the discretion of the Declarant.

(i) The Board is required to execute any and all documentation required by the Declarant in connection with any sale, lease, mortgage or alteration of the Units or the amendment of the certificate of occupancy of the Building by the Declarant. Declarant shall be irrevocably appointed attorney-in-fact, with right and power of substitution (which appointment shall be coupled with an interest), of the Board to execute any instrument, and to take any other action,

which may be necessary to effectuate any of the foregoing. The exercise of such power of attorney shall be wholly within the discretion of the Declarant.

(j) No action, decision or determination of the Board which has the effect of violating any of Declarant's rights or obligations with respect to its rental tenants, shall be binding upon the Declarant or such tenants.

(k) No member of the Board who has been designated or appointed by the Declarant may be removed from such position except by the Declarant. In the event that any member of the Board who was designated or appointed by the Declarant dies, resigns or is removed as such member, may be replaced exclusively by the Declarant.

(l) Any rights of Declarant under these By-Laws may be assigned or otherwise transferred by Declarant, provided such assignment or other transfer shall be in writing.

(m) Declarant shall have the right, from time to time, to offer Units and Parking Licenses for sale or rent, as it determines in its sole discretion and without consent of the Board. All rental income derived by Declarant from such sales or rentals, as the case may be, shall belong to Declarant without accountability therefor to the Board or subsequent Purchaser.

(n) The Declarant has reserved the right (fully and freely transferable by it, in its sole discretion) to install, erect, operate, replace, repair and maintain telephone, television, radio, computer and any other type of telecommunication equipment, antennae, satellite dishes, lines and other connections on the roof, façade or other Common Elements of the Building. In furtherance of such right, the Sponsor and/or its designee, assignee, licensee or other transferee shall have an easement to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building for use by the Declarant or by any designee, assignee, licensee or other transferee of Declarant's rights with respect thereto. Such equipment, lines and/or other connections may, but need not, be for the benefit of the Building or Unit Owners and such easement rights shall not be subject to any rules, restrictions, fees or other charges by the Condominium or any Unit Owner. Sponsor shall not exercise any of the foregoing rights in such a manner as to block the light or air of any other Unit Owner. To the extent that any such equipment is not provided, in whole or in part, for the benefit of or use by the Condominium or one or more Unit Owners, the following shall apply to such equipment: (a) Declarant shall be responsible for all costs associated with such equipment, including, without limitation, additional insurance premiums, if any, resulting directly from such equipment; (b) Declarant will indemnify the Condominium for any liability (other than any claim for consequential damages) that directly arises from use of the equipment; and (c) the easements associated with such equipment shall be subject to the requirements of applicable provisions, if any, of the New York Real Property Tax Law.

(o) When the Declarant Control Period expires, all of Declarant's obligations pertaining to the Common Elements or Limited Common Elements shall be enforceable only by the Board and not by one or more of the individual Unit Owners, jointly or severally.

(p) Declarant shall have the right, from time to time, to designate in writing Persons to hold title to one or more Unsold Units and to acquire the rights and privileges of the Declarant under the By-Laws. In that event, solely with respect to the Units owned by such designee, such Declarant-designees shall have those rights and privileges to the same extent as Declarant, unless otherwise limited or restricted in such designation.

ARTICLE 15

Arbitration

Section 15.1. Procedure. Any matter required or permitted to be determined by arbitration pursuant to the terms of Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one (1) arbitrator appointed, upon the application of any party, by a Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 15.2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

Section 15.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Section 15.1 and 15.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 15.4. Costs and Expenses.

(a) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses.

(b) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements or the Limited Common Elements.

ARTICLE 16

Definitions

The following terms as used and not otherwise defined in these By-Laws shall have the following meanings. Other capitalized terms used and not otherwise defined in these By-Laws shall have the same meanings as in the Declaration.

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

"Any specified percentage of Unit Owners" means such percentage in Common Interests in the aggregate.

"Board" means that governing body for the Condominium charged with administering and managing the Condominium as described in the By-Laws, as the same may be constituted from time to time.

"Closing Date" or "Closing" means the first date upon which title to a Unit is conveyed to a purchaser under the Offering Plan.

"Common Charges" means each Unit Owner's proportionate share of the Common Expenses assessed and payable in accordance with the Declaration and these By-Laws.

"Common Elements" means and includes the Land and that portion of the Building not incorporated in the description of any of the Units.

"Common Expenses" means and includes: expenses of operation of the Condominium and all sums designated as common expenses by or pursuant to the provisions of the Act, the Declaration or the By-Laws.

"Common Interest" means the percentage undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration.

"Common Profits" means the excess of all receipts of Common Charges over Common Expenses.

"Condominium" means The 517 W. 29th Street Condominium.

"Declarant" shall have the meaning set forth in Article I, Section 1 of these By-Laws and shall include successors, assigns and designees of the Declarant, as well as such designee's successor or designee.

"Declaration" means the instrument by which the Premises are submitted to the provisions of the Act as from time to time the same may be amended.

"Department" or "Department of Law" means the Department of Law of the State of New York, Real Estate Finance Bureau.

"Majority of Unit Owners" means Unit Owners owning Units representing, in the aggregate, more than fifty (50%) percent in Common Interests.

"Offering Plan" or "Plan" means that certain offering plan filed with the Department on or about _____, 2024[1], of which the Declarant is the Sponsor, as the same may from time to time be duly amended, pursuant to which interests in the Condominium have been offered for sale to the public.

"Permitted Mortgagee" means a lender with respect to a Unit which has given requisite notice to the Board as provided in Section 10.3(a) of these By-laws.

"Person" means a natural person, corporation, partnership, association, trustee or other legal entity.

"Premises" means and includes the land described in Schedule A annexed to the Declaration, together with the Building and all other improvements thereon, owned in fee simple absolute.

"Principal" means any officer, director or shareholder of a corporation, partner of a partnership or member of a limited liability company.

"Unit" means a portion of the Premises, including appurtenant Common Interest, defined as a "Unit" in the Declaration.

"Unit Owner" or "Owner" means the person or persons or record owning a Unit in fee simple absolute, including the Declarant as to any Unsold Units, unless specifically excluded.

"Unsold Unit" means any Unit which has not been sold and conveyed by Declarant to a purchaser under the Offering Plan.

ARTICLE 17

Miscellaneous

Section 17.1. Severability. Should any of the covenants, terms or provisions herein imposed be voided or be or become unenforceable at law or in equity the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 17.2. Examination of Books and Records. Every Unit Owner or his representative shall be entitled to examine the books and records of the Condominium on reasonable prior notice to the Board at a time (during normal business hours) and place designated by the Board or its agent.

[1] Insert date of OP

Section 17.3. Construction. Wherever the masculine singular 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 17.4. Compliance with Article 9-B. The By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In the event that any of these By-Laws conflict with the provisions of said statute or any of the provisions of the Declaration, the provisions of such statute or of the Declaration, as the case may be, shall control.

Section 17.5. Rules and Regulations. The Board shall have the authority to adopt, modify, and amend or revoke from time to time Rules and Regulations appropriate or useful to the proper operation of the Condominium. Such Rules and Regulations shall be adopted in writing and are incorporated by reference in these By-Laws, and shall be binding upon all of the Unit Owners, as well as all other persons using the Premises, upon delivery of a written copy thereof to each Unit Owner by personal delivery or ordinary mail, in either event made to the Unit, unless otherwise specified in such Rules and Regulations.

RULES AND REGULATIONS
OF
THE 517 W. 29th Street Condominium

The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board in accordance with the By-Laws. However, no amendment of the Rules and Regulations shall be applicable to unless agreed to by such respective Unit Owner.

(1) No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted in any Unit or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Declarant shall have the right to place "For Sale", "For Rent", "For Lease" or similar signs on or in the vicinity of the Building.

(2) Except as otherwise provided, no portion of the exterior of any Unit, or the windows or doors thereof, or any portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner without prior written consent of the Board or except as provided in the By-Laws.

(3) No personal articles (including, but not limited to, garbage cans, bottles or mats) and no bicycles, barbecues, artwork, equipment or doormats shall be placed or stored in Common Elements or Limited Common Elements. No Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements or Limited Common Elements.

(4) The Board or its agent shall retain a passkey security code or the like to each Unit. No Unit Owner shall change any lock, security code or the like on any door leading into his or her Unit without supplying a new passkey, security code or the like, to the Managing Agent immediately after the lock, security code or the like, is changed. If a Unit Owner fails to provide the Board or its agent with all means necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his or her Unit, or changes a lock, security code or the like, then Declarant shall be deemed released from any obligation it may have, if any, for correcting defects in or making repairs to such Unit. If Declarant or the Board or its agent must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key, security code or the like to the Board or its agent as provided in this paragraph, then the affected a Unit Owner shall be liable and responsible for any damage to the Building, including without limitation, other Units, Common Elements or such Unit, caused by Declarant or the Board or its agent in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws, and has not furnished a key, security code or the like to the Board or its agent, then the Board or its agent (but, except in an emergency, only when specifically authorized by an officer of the Condominium) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property). All costs incurred in gaining entry to a Unit pursuant to this Rule shall be borne by the Unit Owner thereof.

(5) No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

(6) No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in his or her 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 Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

(7) Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit any dirt or other substances to be swept or thrown therefrom, or from the doors, windows, balcony or terrace of a Unit.

(8) No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used by Unit Owners on or about the Building or Common Elements without prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board, nor shall anything be projected out of any windows without similar approval.

(9) No window guards or other window decorations shall be used in or about any Unit, except as shall have been approved in writing by the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

(10) No radio or television aerial, microwave dish or any similar apparatus shall be attached to or hung by a Unit Owner from the exterior of the Building (including any portion of the roof of the Building) without prior written approval of the Board. Upon request of any Unit Owner, the Board shall allow the installation of any connection necessary to provide cable television service to the Units.

(11) All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

(12) All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board may direct.

(13) Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting

from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

(14) Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Building by the other Unit Owners. In no event shall animals be permitted in any of the public portions of the Building unless carried or on a leash. Each Unit Owner who keeps an animal in the Building shall indemnify the Board and hold it harmless against any loss of liability of any kind or character whatsoever arising from or as a result of having an animal in the Building. Notwithstanding the foregoing, the Board shall have the right to limit the number of animals kept by a Unit Owner or to prohibit any animal which the Board determines to be interfering with the use and enjoyment of the Building by the other Unit Owners. Notwithstanding the foregoing, Declarant shall have the right to grant, at any time, on behalf of the Board, to any Purchaser of a Residential Unit, an irrevocable consent, in order to allow a Purchaser to keep one (1) or more pet(s) of any kind in such Purchaser's Residential Unit, should keeping such pet be otherwise prohibited pursuant to the Rules and Regulations.

(15) No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board.

(16) No Unit Owner shall interfere in any manner with any portion of the heating, electrical, plumbing, mechanical or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit. The foregoing prohibition includes, without limitation, a prohibition against the installation within any of the Units of a clothes washer, clothes dryer or dishwasher without the prior written consent in each instance of the Board.

(17) No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board.

(18) No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of other Units; nor shall any nuisance or unlawful activity be committed or permitted to occur in or about any Unit or upon any part of the Limited Common Elements or Common Elements.

(19) Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, except maintenance storage or where specifically designated as such. Nothing shall be done on or to the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said areas and improvements situated thereon except if a use of any Unit shall increase the rate hazard and liability insurance for such area and improvements situated thereon, the Unit Owner shall pay the increase.

(20) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners, or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.

(21) No Unit Owner or other occupant of the Building shall engage any employee of the Condominium for any private business without prior written consent of the Board.

(22) Declarant or its designee (or such designee's successor or designee), the agents of the Board, and any authorized contractor or workman may enter any Unit or any part of the Property at any reasonable hour of the day for any purpose permitted under the terms of the Offering Plan, the Declaration, By-Laws, or Rules and Regulations of the Condominium.

(23) [Intentionally Omitted]

(24) No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or open balconies, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

(25) Except as otherwise provided, the sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

(26) The Board may, from time to time, curtail or relocate any portion of the areas devoted to storage, recreation, or service purposes of the Building.

(27) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the public areas that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

(28) The agents of Declarant, the Board or the Board's agent, and any contractor or workman authorized by Declarant, the Board or the Board's agent, may enter any Unit at any reasonable hour of the day, on at least one day's prior notice for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for these permitted purposes.

(29) If any key, security code or the like are entrusted by a Unit Owner or by his or her agent, servant, employee, licensee, or visitor to an employee of Declarant, Building, the Board, or the Building agent, whether for such Unit Owner's Unit or an automobile trunk or other item of personal risk, the acceptance of the key, security code or the like shall be at the sole risk of such Unit Owner and neither the Declarant, Building, the Board nor the Board's agent shall be

liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(30) Any consent or approval given under these Rules and Regulations may be amended at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Board's agent, be conditional in nature. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

(31) Any damage to the Building or equipment caused by Unit Owners, their contractors, guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owners.

(32) Windows shall be washed as provided in this paragraph and the By-Laws. Unit Owners may clean interior glass window surfaces. All exterior glass windows must be washed by professional window cleaners in accordance with applicable laws, rules and regulations at a Unit Owner's cost and expense. Declarant is not responsible for cleaning windows and is not liable for any damage resulting from the manner in which the windows are cleaned.

(33) Each Unit Owner is responsible for maintaining the interior temperature of his or her Unit at an ambient level relative to the season. The Board, its agents and representatives, shall have the right to enter any Unit to adjust heating and cooling levels to ambient levels if the existing Unit temperature threatens to damage any Unit or any Common Elements or creates an undue load on building mechanical systems.

(34) Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board.

(35) Plants, if any, placed by residents on balconies or terraces in the Building shall be contained in boxes of wood lined with metal or other materials impervious to dampness and standing on supports at least two inches from the surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes should be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plants may be contained in masonry or hollow tile walls which will be at least three inches from the wall and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It will be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage if there is one. Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plants. The size of such plants shall be subject to the consent of the Board.

(36) Unit Owners with rights to use the roof deck, and guests of such Unit Owners, may walk on the roof surfaces; however, no Unit Owner may place any objects directly upon the surface of the roof nor shall any structure be built or placed upon the roof without the prior written consent of the Board. Certain additions and improvements or repairs to a Unit, including the Limited Common Elements appurtenant to them, cannot be made without the prior written approval of the Board.

(37) Access to all roof areas shall be provided to the maintenance staff for standard building maintenance.

(38) The owners of Units with rights to use the roof terrace shall not install or permit any item or improvement upon the roof which exceeds a maximum 100 pounds/sq. ft. floor load. Should any desired improvements exceed this maximum load, it will be the Unit Owner's responsibility to have a professional structural engineer design additional support to increase the load-bearing capacity of the desired level provided that the Board first approves a request by the Unit Owner for such heavy loads.

(39) The following policy on smoking (the "Smoking Policy") applies to any person on the Property, including guests:

a) The word "Smoking" for purposes of this Smoking Policy shall mean inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or herb or any other material intended to produce smoke, including, without limitation electronic cigarettes and including vaping.

b) No Smoking is permitted within twenty-five feet of any of the perimeter entrances to the Building and in the Building's lobby, hallways, basement, stairwells, elevators, courtyard, storage rooms, roof, amenity space or any other common areas or public areas, interior or exterior.

c) Smoking inside individual apartments in the Building and on balconies or terraces abutting apartments is prohibited.

d) This Smoking Policy shall apply to all tenants (and their sublessees, if any), guests, agents, invitees and licensees of Unit Owners and any other person in the Building or on the Property.

e) Any costs or expenses incurred by the Condominium in connection with a violation of this Smoking Policy shall be treated as Individual Expense Charges. In addition, a Unit Owner who violates this Smoking Policy may be subject to such other sanctions as the Board may impose from time to time on a non-discriminatory manner.

f) A copy of this Smoking Policy will be posted in a prominent location in the Building and/or delivered to all residents at least annually.

g) This Smoking Policy shall be disclosed in all leases by Unit Owners in the Building.

EXHIBIT 8

CERTIFICATIONS

8A Sponsor and Principal

8B Sponsor's Architect

8C Sponsor's Expert Concerning Adequacy of Budget

EXHIBIT 8A

SPONSOR AND PRINCIPAL

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO SECTION 20.4(b) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

April 19, 2024

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

Re: The 517 W. 29th Street Condominium
517-523 West 29th Street Street, New York, New York 10001

The undersigned certify as follows:

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 complying with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

1. set forth the detailed terms of the transaction and be complete, current and accurate;

2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

3. not omit any material fact;

4. not contain any untrue statement of a material fact;

5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

7. not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

[SIGNATURE CONTINUED ON NEXT PAGE]

SPONSOR:

Project 29 West Chelsea LLC

By: _____
Name: Sorabh Maheshwari
Title: Authorized Signatory

Sworn to before me this

19th day April, 2024

_____
Notary Public

Robert K. Dakis
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02DA6416463
Qualified in New York County
Commission Expires April 19, 2025.

PRINCIPALS:

Sorabh Maheshwari

Sworn to before me this

19th day April, 2024

Notary Public

Robert K. Dakis
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02DA6416463
Qualified in New York County
Commission Expires April 19, 2025.

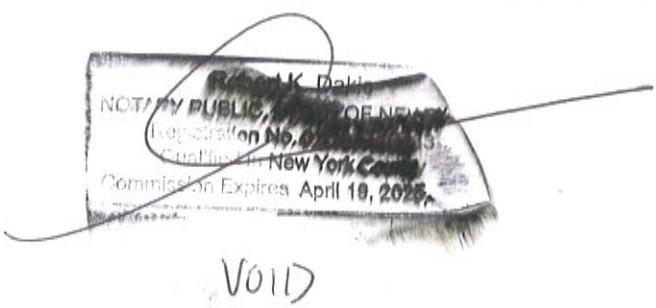
Justin Ehrlich

Sworn to before me this

19 day April, 2024

Notary Public

Robert K. Dakis
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02DA6416463
Qualified in New York County
Commission Expires April 19, 2025.



VOID

EXHIBIT 8B

SPONSOR'S ENGINEER (OR ARCHITECT)

CERTIFICATION BY SPONSOR'S ENGINEER
PURSUANT TO 13 NYCRR §20.4(c)

Condominium Offering Plan for
517 West 29th Street, New York, NY (the "Property")

Project 29 West Chelsea LLC (the "Sponsor"), sponsor of the proposed condominium offering plan for the Property (the "Offering Plan"), retained our firm to prepare a report describing the proposed new construction of the Property (the "Report"). We visually inspected existing portions of the Property on February 23, 2024, and we examined the building plans and specifications that were prepared by us, dated through July 7, 2021 and prepared the Report dated September 13, 2024 a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely upon the Report.

The undersigned is a Professional Engineer licensed by the State in which the Property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

1. sets forth in narrative form the description and/or physical condition of the entire Property as is will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that we examined;

2. in our professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that we examined;

3. does not omit any material fact;

4. does not contain any untrue statement of a material fact;

5. does not contain any fraud, deception, concealment or suppression;

6. does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7. does not contain any representation or statement which is false where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on 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.

RAND ENGINEERING & ARCHITECTURE, DPC

By: _____



Sworn to before me this

13th day of September, 2024

_____
Notary Public

Paul Grissett
Notary Public, State of New York
No. 01GR6073650
Qualified in New York County
Commission Expires April 29, 2026

EXHIBIT 8C

SPONSOR’S EXPERT CONCERNING ADEQUACY OF BUDGET

Livingston
Management Services

225 West 35th Street, Suite 1400, New York, NY 10001
212.760.2690 Phone / 212.810.4162 Fax

CERTIFICATION OF ADEQUACY OF THE BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION PURSUANT TO 13NYCRR 20.4(d)

July 12, 2024

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

Re: Project 29 West Chelsea LLC
517 West 29th Street, New York, NY 10001

The Sponsor of the condominium offering plan for the captioned property retained our firm to review Schedules "B" and "B-1" (collectively, the "Schedules"), containing projections of income and expenses for the period of November 1, 2024 to October 31, 2025 of condominium operation. Our experience in this field includes management of more than 12 rental, cooperative and/or condominium properties in the metropolitan area over more than 12 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied upon our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income in Schedule B appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) Do not omit any material fact;

Livingston
Management Services
225 West 35th Street, Suite 1400, New York, NY 10001
212.760.2690 Phone / 212.810.4162 Fax

(iv) Do not contain any untrue statement of a material fact;

(v) Do not contain any fraud, deception, concealment, or suppression;

(vi) Do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) Do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

LIVINGSTON MANAGEMENT SERVICES LLC

By: _____
Austen Rabbie

Sworn to before me this
12 day of July, 2024

_____
Notary Public

MAIA KUMUKASHVILI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KU6397160
Qualified in Kings County
My Commission Expires 09-03-2027

EXHIBIT 9

FORM OF PARKING LICENSE AGREEMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENT

PARKING SPACE LICENSE AGREEMENT

PARKING SPACE LICENSE AGREEMENT made this ___ day of _____, 20__ ("Agreement") by and between Project 29 West Chelsea LLC, having an office at 450 West 14th Street, 9th Floor, New York, New York 10014 ("Sponsor"), the Board of The 517 W. 29th Street Condominium, on behalf of all Unit Owners, having an address at 517-523 West 29th Street, New York, New York 10001 (the "Board") (together, Sponsor and the Board are sometimes referred to as "Licensor"), and _____ having an address at 517-523 West 29th Street, Unit ___, New York, New York 10001 ("Licensee");

WHEREAS, The 517 W. 29th Street Condominium ("Condominium") is governed by a certain Declaration of Condominium dated as of _____, 20__, recorded in the New York County Office of the Register of the City of New York on _____, 20__ as CRFN _____, as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time (the "Rules and Regulations") (the Declaration, the By-Laws and the Rules and Regulations are collectively referred to as the "Condominium Documents"); and

WHEREAS, in a portion of the property of the Condominium located primarily at the 1st Floor, there is an outdoor, partially-covered parking lot (the "Parking Area"), which is a Common Element and which contains parking spaces (each a "Parking Space" and, collectively, the "Parking Spaces"); and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Unit ___ in the Condominium; and

WHEREAS, Licensee desires the right to the non-exclusive use (subject to the Condominium Documents) of one (1) non-designated Parking Space (which Parking Space will accommodate a vehicle with a maximum height of [_____] (the "Maximum Car Dimension") for so long as Licensee owns a Unit in the Condominium (the "License");

WHEREAS, for purposes hereof, the License shall be designated as Parking Space License #[__];

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a License for the non-exclusive use of one (1) non-designated parking space (the "Licensed Space") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof, subject to the terms and conditions hereof and of the Condominium Documents.

2. Licensee shall pay a monthly license fee to the Condominium in accordance with the Condominium Documents, which fee may be increased by the Condominium Board from time to time and as set forth therein. The Condominium Board shall have, without limitation, the

same rights and remedies with respect to the collection of such license fees as it does with respect to the Common Charges.

3. The Licensed Space may only be used for accessory parking of Licensee's vehicle. Licensee shall not use the Licensed Space as a dwelling space or for storing property which (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. Licensee shall not (a) interfere with another licensee of Licensor in connection with the access to or use of its Parking Space; (b) store a vehicle in its Parking Space which exceeds the Maximum Car Dimension; (c) allow any other person to use the Licensed Space except in accordance with the terms hereof; or (d) deface, damage or alter the Building or the Common Elements or Licensor's equipment. Licensee shall, at all times, use the Licensed Space only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored or parked in the Licensed Space.

4. This License may be assigned by Licensee at any time provided: (i) the assignee is a Unit Owner of a Unit at the Condominium and assumes the obligations hereunder pursuant to an assignment and assumption agreement in the form annexed hereto, (ii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time (which assignment shall require and be effective only upon the consent of the Condominium Board, which consent shall be granted provided the terms of this paragraph 4 have otherwise been complied with), and (iii) no outstanding monies are owed to Sponsor and/or the Condominium by the Licensee and/or the assignee. Neither Sponsor nor the Board shall have any liability or obligation with respect to a private assignment of this License. If at any time Licensee sells his or her Unit and no longer owns any Unit in the Building, he or she shall simultaneously assign this License to another owner of a Unit, and he or she fails to do so, this License shall automatically terminate without any action or notice required by the Board at such time as the Licensee no longer owns a Unit. If this License is terminated pursuant to the immediately preceding sentence or otherwise by the Board pursuant to this Agreement, or if Licensee surrenders this License without assigning it to another Unit Owner, the Board shall have the right to take possession of the same and/or issue a new Parking Space License for the Licensed Space upon terms and conditions determined in its sole discretion and without compensation to Licensee. Notwithstanding the foregoing, a Licensee may permit the use of its Parking Space by a permitted tenant in actual possession of such Parking Space Licensee's Unit, provided that such Parking Space Licensee shall remain liable hereunder and under the Plan, that such right to use shall automatically terminate upon the expiration or earlier termination of the permitted tenancy or occupancy of such Unit, and in no event shall such tenant or occupant be permitted to further assign such rights.

5. All repairs and replacements to the Parking Area shall be performed by the Board and the cost thereof shall be a Common Expense (as defined in the By-Laws), unless such repair or replacement is necessitated by the Licensee's moving of his or her vehicle or negligence,

misuse, or abuse of Licensee, then the entire cost and expense of such repair or replacement shall be borne by Licensee.

6. Neither Licensor nor the respective agents or employees of such Licensor shall be liable for any theft or damage to any vehicle parked in the Licensed Space or of or to the contents of any such vehicle, and Licensee or other users of the Licensed Space shall store his or her vehicle in the Licensed Space at his or her own risk. Additionally, neither Licensor nor its agents or employees shall be liable for any malfunction of any parking or related equipment in the Parking Area, including, but not limited to, car stackers and elevator, which may result in damage to or inability to access Licensee's vehicle or its contents, from time to time. Licensor undertakes only to act as a licensor, and under no circumstances shall Licensor or its agents be deemed to act as Licensee's bailee.

7. The terms of this 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 Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

8. 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 Licensed Space until Licensee cures such default, (ii) cause any vehicle located in the Licensed Space to be removed and relocated at Licensee's expense, and/or (iii) terminate this Agreement upon thirty (30) days written notice to Licensee.

9. Licensor or its agents shall have the right, to demand prompt removal of Licensee's vehicle from the Parking Area for a temporary period of time and without compensation to Licensee in order to access all portions of the Parking Area in an emergency at any time, and, at other reasonable times upon prior notice to Licensee (to the extent the same affects the Licensed Space), to inspect and examine the portions of the Parking Area which may be occupied by the Licensee's vehicle and to make such repairs, replacements and improvements in portions of the Parking Area which may be occupied by Licensee's vehicle, as Licensor shall deem necessary. In the event Licensee fails to promptly remove its vehicle from the Parking Area upon demand by Licensor or its agents as set forth in this paragraph 9, Licensor shall have the right to temporarily remove Licensee's vehicle from the Parking Area without compensation to Licensee.

10. (a) Licensee acknowledges and agrees that, although Licensee is the Licensee of a designated Parking Space License # as shown on the first page of this Agreement, the Licensed Space is not for a specific designated parking spot in the Parking Area and that Licensee will not be entitled to park Licensee's vehicle in any particular Parking Space in the Parking Area. The Parking Area will be unattended and vehicles may be parked in any available Parking Space in the Parking Area at any given time.

(b) Notwithstanding the foregoing, as required by applicable Legal Requirements, one (1) of the Parking Spaces in the Parking Area is designated as a handicapped parking space.

11. This Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the Licensed Space or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this Agreement or otherwise.

12. Licensee shall indemnify and hold Sponsor and the Condominium Board, as Licensor, and the Condominium's managing agent and their respective directors, officers, partners, parent and subsidiary and affiliated companies, agents and employees, harmless from and against any and all liabilities, claims, causes of action, damages, lawsuits, penalties, judgments, and liens, together with any related costs and expenses, including, but not limited to, reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with this License.

13. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending or enforcing the rights of Licensor under this Agreement or, in the event Licensee defaults under this Agreement, enforcing Licensee's obligations hereunder.

14. This Agreement and the License, and use and ownership of Licensed Spaces, are also subject to pertinent provisions of all Condominium governing documents, including, but not limited to the Condominium Declaration, the Condominium By-Laws, and to such Rules and Regulations as may be adopted by the Condominium Board with regard to Parking Spaces and Parking Space Licenses.

15. In the event this Agreement is terminated hereunder, Licensee shall remove its vehicle from the Parking Area and surrender possession of the Licensed Space. Any property not removed from the Parking Area at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensor. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

15. Licensee shall at all times maintain, in full force and effect, insurance covering any vehicle parked in the Licensed Space and any property contained therein as well as coverage for Licensee's liability with minimum limits of liability of [$_____] (individual/accident/property). Licensee further agrees to a waiver of its insurer's right of subrogation against Licensor.

16. Neither this 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.

17. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely

express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

18. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

19. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this 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. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this 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 Agreement to be performed by Licensee.

21. From and after the initial issuance of this License, with respect to all liabilities and obligations of Licensor, Licensee shall look only to the Condominium Board and not to Sponsor with regard to fulfillment of such obligations. After issuance of this License to Licensee, neither the Condominium Board nor Licensee shall have any rights or recourse against Sponsor whatsoever in connection with the obligations of Licensor hereunder or any other matter in connection with the Parking Area or the Licensed Space.

22. Capitalized terms utilized and not otherwise defined herein shall have the meanings ascribed to them in the Condominium Documents.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Agreed to and Acknowledged by

LICENSOR:

BOARD OF
THE 517 W. 29TH STREET CONDOMINIUM

By: _____
Name:
Title:

Project 29 West Chelsea LLC

By: _____
Name: _____
Title:

LICENSEE:

By: _____

By: _____

ASSIGNMENT AND ASSUMPTION
OF PARKING SPACE LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PARKING SPACE LICENSE AGREEMENT made as of the _____ day of _____, 20__ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, New York, New York _____, and _____ (hereinafter referred to as the "Assignee"), having an address at _____, New York, New York _____.

W I T N E S S E T H:

WHEREAS, Assignor executed a certain Parking Space License Agreement dated _____ ___, 20__ (the "Agreement") to have the exclusive right (the "License") to use one (1) non-designated Parking Space located at The 517 W. 29th Street Condominium located at 517-523 West 29th Street, New York, New York 10001, in accordance with the terms of the Condominium Documents, as described in said Agreement; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Agreement and the License for Parking Space License #[__] granted therein; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to the Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the Agreement and the License, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the Agreement as if Assignee had signed the Agreement originally as "Licensee".

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the non-exclusive use of one (1) non-designated parking space (the "Licensed Space").

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto and approved by the Condominium Board,

in accordance with the terms of the Condominium Documents and the Agreement. Neither Sponsor nor the Board shall have any liability or obligation with respect to this assignment of the License

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Parking Space License Agreement on the day and year first above written.

ASSIGNOR:

_____

ASSIGNEE:

_____

APPROVED BY

BOARD OF
THE 517 W. 29TH STREET CONDOMINIUM

By:_____

Name:_____

Title:_____

EXHIBIT 10

RPL SECTION 339-KK

§ *339-kk Real Prop.* Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

EXHIBIT 11

FORM OF INTERIM LEASE AGREEMENT

INTERIM LEASE AGREEMENT

SELLER:	Project 29 West Chelsea LLC 450 West 14th Street, 9th Floor New York, New York 10014
PURCHASER:	
UNIT:	Unit _____ The 517 W. 29th Street Condominium 517-523 West 29th Street New York, New York 10001
DATE:	As of _____ ___, 20__.

WHEREAS, Purchaser has agreed to purchase Unit _____ (the "Unit") at The 517 W. 29th Street Condominium, 517-523 West 29th Street, New York, New York 10001 (the "Condominium") pursuant to an Agreement between Purchaser and Seller, dated as of _____ ___, 20__ (the "Contract").

WHEREAS, Purchaser wishes to occupy the Unit prior to the closing of title to the Unit (the "Closing") and, subject to the terms and conditions set forth herein, Seller has agreed to such occupancy.

NOW, THEREFORE, Purchaser and Seller hereby agree as follows:

1. Purchaser may occupy the Unit subject to the terms of this Interim Lease Agreement (this "Agreement") commencing as of _____ ___, 20__ (the "Possession Date").

2. The term of this Agreement shall continue until the closing of the Unit. Purchaser has no other interest in the Unit except as expressly set forth herein or in the Contract.

3. Purchaser shall pay Seller monthly use and occupancy at the address set forth above, or at such other address as Seller may direct, in the amount of $_____, subject to the terms of Section 9 below; provided, however, that the first month's use and occupancy is due and payable as of the date hereof and shall be paid to Seller together with the delivery of this Agreement as executed by Purchaser, or as Seller may otherwise direct. Any additional monthly use and occupancy payment shall be due and payable on or before the ___ day of such month. At Closing, Seller and Purchaser shall make adjustments for use and occupancy payments on a per diem basis.

4. In the event that Purchaser defaults under the Contract, and such default is not cured within 30 days of written notice, this will constitute a default hereunder, entitling Seller, at its sole option, to immediately terminate the lease, whereupon Purchaser shall vacate

the Unit within 10 days thereafter (the "Default Vacate Date"), TIME BEING OF THE ESSENCE with respect to such Default Vacate Date. Additionally, in the event Purchaser rescinds the Contract pursuant to any right of rescission granted under the offering plan with respect to the Condominium, as amended, or otherwise, this Agreement shall be deemed terminated as of the date that is thirty (30) days thereafter and Purchaser shall be obligated to vacate the Unit and surrender the Unit to Seller in the condition he received same no later than that date (the "Rescission Vacate Date"), TIME BEING OF THE ESSENCE with respect to such Rescission Vacate Date. The term "Vacate Date" as used herein shall mean the Default Vacate Date or the Rescission Vacate Date, as the case may be.

5. In the event Purchaser remains in possession of the Unit beyond the Vacate Date, then Purchaser shall be immediately obligated to pay to Seller an amount equal to $_____ per day (the "Per Diem Charge") beginning on the day after the Vacate Date through and including the date that Purchaser vacates and surrenders the Unit in the condition required herein. In no event shall any provision hereof be construed as permitting Purchaser to hold over in possession of the Unit after the Vacate Date or as limiting Seller's rights and remedies in respect of same, all of which are expressly reserved.

6. Without limiting any of Seller's rights contained herein, in the event that Purchaser shall fail to vacate the Unit on or before the Vacate Date, Seller shall have any and all rights at law, in equity or otherwise, to evict and/or remove Purchaser and recover possession of the Unit, and Purchaser hereby waives any and all rights to interpose any counterclaims, defenses, or offsets to such eviction action or proceeding or to seek a stay of the warrant of eviction issued therein. Purchaser shall reimburse Seller for all expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable expert fees) incurred by Seller in connection with such eviction or other proceedings, if Seller is the prevailing party in such action or proceeding.

7. Without limiting the foregoing, if Seller brings an action or proceeding relating to this Agreement, at law or in equity, Seller shall be entitled to any and all actual third party costs and/or expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable expert fees), if Sponsor is the prevailing party in such action or proceeding.

8. Purchaser shall be responsible for obtaining and paying directly for all utilities costs including, without limitation, all electric, gas, telephone and cable charges attributable to Purchaser's usage of such services in the Unit during the term, and Purchaser shall indemnify Seller for all such costs. The provisions of this paragraph shall survive the Closing and Vacate Date, as applicable.

9. Any default by Purchaser hereunder shall constitute a default by Purchaser under the Contract; provided, however, that with respect to a default in the payment of use and occupancy following the initial use and occupancy payment, Purchaser's shall have the right to cure same within five (5) business days following the due date therefor. Notwithstanding anything to the contrary, this Agreement shall automatically terminate upon the sooner to occur of (i) the Closing or (ii) Purchaser's default hereunder (subject, with respect to a default in the payment of use and occupancy following the initial use and occupancy payment, to Purchaser's right to cure same within five (5) business days following the due date therefor).

10. Purchaser shall not make any alterations, additions, installations or improvements to the Unit during the term of this Agreement, provided that the foregoing shall not be deemed to prohibit Purchaser from placing Purchaser's furniture and other personal property in the Unit during the term hereof. Upon the termination of this Agreement for any reason other than the Closing, Purchaser shall remove all such furniture and personal property, shall repair all damage caused thereby, and shall vacate the Unit in broom-clean condition. Any personal property not removed may, at Seller's election, be retained by Seller without compensation to Purchaser, or removed at Purchaser's expense. The provisions of this paragraph shall survive any termination of this Agreement.

11. Seller shall not be responsible for any damages arising from any bodily injury to Purchaser or Purchaser's guests or invitees or any damage to or loss of any of the property of Purchaser or of Purchaser's guests or invitees occurring in the Unit. Purchaser agrees to indemnify and to hold Seller harmless from and against any and all claims, suits, demands, judgments, and costs (including attorneys' fees) that may be made against Seller arising from or connected with Purchaser's occupancy of the Unit. The provisions of this paragraph shall survive the termination of this Agreement.

12. Purchaser agrees to maintain personal liability, property and hazard insurance throughout the term hereof in amounts reasonably acceptable to Seller and naming Seller and the Condominium as an additional insured. During the term hereof, Purchaser shall comply with all laws, rules, regulations and requirements of governmental authorities and the Condominium pertaining to the Unit and Purchaser's use and occupancy thereof. Purchaser shall deliver insurance certificates evidencing such coverage to Seller prior to Purchaser's taking occupancy of the Unit.

13. Purchaser hereby agrees to accept possession of the Unit in its "as-is, where-is" condition for purposes of this Agreement; provided, however, that Seller agrees to deliver the Unit in broom-clean condition. Purchaser shall be liable for any and all damage caused to the Unit during Purchaser's possession thereof.

14. Purchaser is advised that no Smoking is permitted within twenty-five feet of any of the perimeter entrances to the Building and in the Building's lobby, hallways, basement, stairwells, elevators, courtyard, storage rooms, roof, amenity space or any other common areas or public areas, interior or exterior. Smoking inside individual apartments in the Building and on balconies or terraces abutting apartments is prohibited. This Smoking Policy shall apply to all tenants (and their sublessees, if any), guests, agents, invitees and licensees of Unit Owners and any other person in the Building or on the Property. Any costs or expenses incurred by the Condominium in connection with a violation of this Smoking Policy shall be treated as Individual Expense Charges. In addition, a Unit Owner who violates this Smoking Policy may be subject to such other sanctions as the Board may impose from time to time on a non-discriminatory manner. The word "Smoking" for purposes of this Smoking Policy shall mean inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or herb or any other material intended to produce smoke, including, without limitation electronic cigarettes and including vaping.

15. Any notice hereunder shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, or by reputable overnight courier, with receipt confirmed, to Purchaser at the address given at the beginning of this Agreement and to Seller at

the address given at the beginning of this Agreement, with a copy sent in like manner to Kramer Levin Naftalis & Frankel LLP, New York, New York 10036, Attn: Jonathan H. Canter, Esq., in the same manner as notice is given to Seller, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication. Seller hereby designates and employers both Selling Agent and Seller's counsel (Kramer Levin Naftalis & Frankel LLP) as Seller's agent to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Seller's name, which notice so given shall have the same force and effect as if given by Seller itself.

16. Nothing in this Agreement shall be construed as creating a landlord/tenant relationship between Purchaser and Seller. Moreover, this Agreement is not subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection laws.

17. This Agreement may not be modified or its provisions waived except by a writing signed by the parties hereto.

18. The Offering Plan (the "Plan") for the Condominium is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Seller and Purchaser, in which case such modifications will govern.

19. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Contract.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

Project 29 West Chelsea LLC

By:_____
Name:
Title:

PURCHASER:

_____