OFFERING PLAN FOR THE DIAMOND EXCHANGE CONDOMINIUM
14 MAIDEN LANE, CITY AND COUNTY OF NEW YORK, NEW YORK 10038

This offering consists of: Nine (9) Residential Condominium Units;

One (1) Retail Condominium Unit; and

Nine (9) Storage Condominium Units;

For an aggregate price of: $ 27,230,000.00

Working Capital equal to two (2) months' common charges of each Unit shall be collected from each purchaser and deposited with the Condominium.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS

SPONSOR:
Diamond Lane LLC
54 Franklin Street
Suite 2R
New York, New York 10013

SELLING AGENT:
New York Residence, Inc.
1501 Broadway
26th Floor
New York, New York 10036

DATE OF ACCEPTANCE FOR FILING: November 6, 2025

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

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

TABLE OF CONTENTS

Special Risks 1
Introduction 7
Definitions 8
Description of the Property and Improvements 13
Location and Area Information 14
Offering Prices and Related Information (Schedule A — Units and Prices) 15
Budget for First Year of Condominium Operation (Schedule B) 19
Compliance with Real Property Law Section 339(i) 20
The Retail Unit 20
The Storage Units 20
The Common Amenities 21
Changes in Prices and Units 21
Interim Leases 21
Procedure to Purchase 22
Assignment of Purchase Agreements 33
Terms of Sale 35
Units Closing Costs and Adjustments 40
Rights and Obligations of Sponsor 47
Control by Sponsor 59
Board of Managers 62
Rights and Obligations of the Unit Owners and the Board of Managers 65
Real Estate Taxes 79
Income Tax Deductions to Unit Owners and Tax Status of the Condominium 82
Identity of Parties 83
Reports to Unit Owners 85
Documents on File 86
General 86
Reservation of Air and Development Rights 87
Sponsor's Statement of Building Specifications 88

PART II - EXHIBITS TO OFFERING PLAN OF THE DIAMOND EXCHANGE CONDOMINIUM

Exh. 1 Floor Plans

Exh. 2 Unit Purchase Agreement

Exh. 3 Form of Unit Deed

Exh. 4 Declaration of Condominium

Exh. 5 By-Laws

Exh. 6 Letter Regarding Allocation of Common Interests

Exh. 7 Letter Regarding Property Tax Projections

Exh. A-1 Certification of Sponsor and Principal

Exh. A-3 Certification of Adequacy of First Year's Budget

Exh. B-1 Title Company Report

Exh. B-2 Utility Cost Projections

Exh. B-3 Management Contract

Exh. B-4 Elevator Maintenace Contract

Exh. B-5 and 6 Insurance Letter of Adequacy

Exh. B-7 CPA Engagement Letter

Exh. B-12 Sponsor's Recorded Deed

Exh. B-13 Specimen Title Policy

Exh. B-14 Title Company Letter Regarding Review of Declaration of Condominium

Exh. B-21 Affidavit of No Harassment

Exh. B-22 Affidavit of No Money Collection under CPS-1

Exh. B-25 IRS Forms W-9 and W-8BEN

Exh. C-1 Architect's Description of Property and Specifications

Exh. C-2 Asbestos Report

Exh. C-3 Certificate of Occupancy

Exh. D-4 Affidavit of Net Worth

Exh. D-5 Affidavit of Non Syndication

Exh. D-6 Statistical Information Card

Special Risks

1. The Unit Purchase Agreement that Purchasers will execute to purchase any condominium units hereunder is enclosed herewith in Part II. Among other things, the Purchase Agreement requires Purchasers to deposit ten (10%) percent of the applicable purchase price upon execution (the "Deposit"). Purchasers who fail to close in compliance with the terms of the Purchase Agreement may lose their Downpayments without acquiring any interest in any condominium unit or portion of the building.

2. The Downpayments shall be deposited by Augspach Law PLLC ("Escrow Agent") in an account with CapitalOne Bank, N.A.("Escrow Bank") located at 299 Park Avenue, New York, New York 10171 by Augspach Law PLLC. In accordance with the regulations of the Federal Deposit Insurance Corporation ("FDIC"), and pursuant to the terms of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended (the "*Dodd-Frank Act*"), as of the date of this Plan Downpayments at Escrow Bank in a Purchaser's name are anticipated to be covered by FDIC insurance to a maximum of $250,000. Purchasers with Purchase Agreements requiring deposits in excess of $250,000 are advised accordingly. Sponsor is advised that the FDIC advises consumers that for purpose of computing insurance coverage, all deposits in a party's name in a banking institution are added together and insured to a maximum of $250,000 in the aggregate. Accrued interest through the date of a financial institution's failure also is included when calculating insurance coverage. Thus, if a Purchaser already has or opens an account at Escrow Bank in the same name in which the Downpayment is deposited, and should the Escrow Bank fail and the FDIC insurance be called upon, the funds in that account will be aggregated with the Premium Payment and insured to a maximum of $250,000. The FDIC further advises consumers that a depositor cannot increase FDIC insurance coverage by dividing funds owned in the same ownership category among different accounts in the same name. No representation is made by Escrow Agent or Sponsor regarding any further amendment of the Dodd-Frank Act after the date of this Plan or that the FDIC will insure any depositor's funds, if and when called upon to do so. Neither Escrow Agent nor Sponsor will incur any liability whatsoever under this Plan or otherwise if the FDIC, when and if called upon, fails or refuses to insure the Premium Payment (or any other funds maintained by Purchaser in Escrow Bank) or if the FDIC insures only a portion thereof.

3. Although Purchasers are free to apply for a loan to finance their purchases, the Unit Purchase Agreement will not be contingent upon Purchaser obtaining such financing. Accordingly, if a Purchaser applies for and is denied a loan or receives a lower commitment than the amount applied for, Purchaser shall not be entitled to rescind the Unit Purchase Agreement or receive a refund of the Deposit on account thereof.

4. Purchasers will be required to pay the New York City Real Property Transfer Tax (the "RPT Tax") and the New York State Real Estate Transfer Tax (the "State Transfer Tax," and collectively with

the RPT Tax, the "Transfer Taxes") due on the sale of the Units. Absent this contractual provision, Transfer Taxes would be a seller's obligation.

5. As more fully discussed in this Plan, New York State imposes a transfer tax upon a purchaser of a Residential Unit in the amount of 1% of the consideration where the consideration for the residential Unit is $1,000,000 or higher (the "Mansion Tax"), which tax shall be the primary obligation of the Purchaser. In addition, for properties in New York City —including all the Residential Units– New York State imposes a *supplemental tax* on residential purchases in excess of $2,000,000 on an increasing scale from 0.25% to 2.9% of the total consideration. This *supplemental tax* is the primary obligation of the Purchaser.

6. For purposes of computing consideration subject to the Transfer Taxes and Mansion Tax, the New York City Department of Finance and the New York State Department of Taxation and Finance include (a) the purchase prices of other Units that may be purchased by the same Purchaser —such as a Storage Unit, even if not on the same day–, and (b) the aggregate of any Transfer Taxes payable by Purchaser under the Purchase Agreement and might include other costs payable by Purchaser which, absent a contractual provision making them Purchaser's obligation, could be considered Sponsor's expense. Accordingly, with respect to the Mansion Tax, even though the Purchase Price for a Unit might be less than $1,000,000, it is possible that the Purchase Price for such Unit, when grossed up by the aggregate of all Transfer Taxes and other seller expenses and other amounts payable by Purchaser, might be in excess of $1,000,000, thereby subjecting the transaction to the Mansion Tax. If the Mansion Tax rate or the Transfer Taxes are increased by New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed a Purchase Agreement hereunder.

7. It is possible that the New York City Department of Finance might not assess and bill Units individually for real estate taxes at the time of the First Closing. Until Units are individually assessed, the Board of Managers shall collect amounts necessary from Unit Owners to pay the real estate taxes for the entire building. Allocation of taxes among Unit Owners shall be primarily based on the Units' respective allocation of common interest.

8. Construction is a complicated process requiring coordination of numerous tasks, contractors and suppliers, and balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption, construction dust, debris and inconvenience. No assurance can be or is given with regard to the accuracy of any projected completion dates set forth in this Offering Plan. During the first years of Building operation, it is anticipated that construction workers and related personnel will be at the Property from time to time completing construction of the Project, making adjustments and corrections, and performing various other tasks related to completion of construction and Sponsor's undertakings and obligations with respect to same. During any of these periods, various Building systems, including but not limited to water supply, air conditioning, heating, ventilation and elevator, may need to be shut down temporarily. Further, Sponsor may choose not to fully complete decorations of common areas of the

Building, including, without limitation, lobbies or corridors, installation of light fixtures in common areas, hanging of wall coverings or laying of carpeting, etc., until that particular portion of the Building is complete or a particular residential floor is fully occupied or, if additional renovation within a residential Unit is anticipated, for some period thereafter.

9. In addition, the presence of hoists or construction elevator shafts, or similar temporary construction facilities, may delay the closings on certain Units, until such hoists, elevators or other temporary facilities are no longer needed and are removed. During the period when Sponsor is completing construction of the Building, moves by residents into the Building may be restricted to certain periods when the elevator and other access elements are not being used by the construction trades. Sponsor will not be liable to Unit Owners for any inconvenience (including, but not limited to, limited elevator service) or disturbance arising out of the fact that the Project is under construction.

10. While the Building is being renovated and Units are being offered for sale and rent, there will be a greater number of visitors to and pedestrian traffic through or near the Building than is expected to be the case once construction is completed and the Building is fully occupied. No representation or warranty is made as to the length of time the construction, sales or leasing period, if applicable, will continue. Further, no representation is made by Sponsor that the number and type of personnel employed at the Property or the security systems and procedures installed in and implemented at the Building or elsewhere in or on the Property, will prevent personal injury or damage to or loss of personal property. None of Sponsor, Selling Agent or Managing Agent shall be liable for any loss or damage to person or property that may occur from the failure of the security systems, including, without limitation, procedures for delivery of packages, at the Project.

11. Plans depicting layout and location of each type of the Units ("Floor Plans") appear as Exhibit 1 of this Plan. The dimensions shown on the Floor Plans are approximations (within reasonable tolerances) and are subject to change. In calculating the approximate square foot area of each Unit shown on Schedule A, as is common in floor-through apartments, Sponsor's Architect has provided measurements per floor measured horizontally from the exterior side of the window glass or exterior Building walls to the opposite exterior side of the window glass or exterior Building wall. This means that the measurements include the common hallways, elevator and stairs at every floor, even though they are not part of any Unit. The only exception to this rule is at the ground floor where the lobby, closets and other common areas have been segregated from the approximate square footage count of the Retail Unit. In addition, within the boundaries of every Unit portions of the Common Elements of the Building are expected to be found, such as pipes, conduits, and wires serving other Units or portions of the Building, as well as structural elements of the Building in general and elevator counter-weight shaft; and, with respect to the Retail Unit only, a closet enclosing the backflow prevention device for the entire Building. These Common Elements have not been deducted from the approximate square footage of Units. The approximate square footage of the rooftop terrace dedicated to Unit 10 was measured horizontally from the exterior face the parapets to the opposing exterior parapet face, inclusive of any Common Elements.

12. No representation is made as to the actual date of completion of any specific Unit or the date of the first Unit Closing. At the time of this writing, the first Unit closing is anticipated on or about July 1, 2025. The budget and projections offered in this Plan encompass the 12-month period between July 1, 2025 and June 30, 2026.

13. The duty maintain and clean Storage Units rests exclusively with their respective owner. Absent an emergency or the necessary abatement of an unsanitary situation, neither Sponsor nor the Board of Managers shall have a duty to clean or maintain the same. No representation is made that the Storage Units will be maintained at temperature and humidity levels appropriate for the Unit Owner's intended use. No party shall be liable to a Unit Owner for damages to any property in such Units by reason of humidity or temperature levels.

14. Storage Units may only be owned by owners of a Residential Unit or the Retail Unit. This means that their resale market is limited and could affect their resale value. Parties coming into ownership of Storage Units without a Residential Unit or the Retail Unit, are not allowed to use, lease or mortgage such Storage Units, and may therefore have no alternative but to sell or transfer them.

15. Sponsor advises Purchasers that it is Sponsor's intention, in good faith, to sell rather than rent the Units. However, Sponsor reserves the unconditional right to rent, rather than sell, the Units. Because Sponsor is not limiting the conditions under which it could rent, rather than sell, Sponsor is not committed to selling more than the 15% of the Units, as is necessary to declare this Plan effective. Sponsor reserves the further right to sell to Purchasers who intend to be owner-occupants or investors. Investor-Purchasers may, in turn, rent out their Units, and accordingly, some Units may not be used for personal occupancy of their owner. Therefore, it is possible that Purchasers who buy for their own occupancy may never gain effective control of the Board of Managers. Purchasers who purchase for their own occupancy may have different interests than Purchasers who purchase for investment.

16. Sponsor reserves the right to offer the Units for sale in such order as it determines, and to hold one or more Units off the market at any time for lease, license, future sale, or otherwise. In addition, Sponsor retains the right to limit the number of sales to any one Purchaser, to sell more than one Unit to a particular Purchaser and to make bulk sales of Units to one or more Purchasers.

17. As is typical in construction projects, real estate tax estimates are based on a property tax expert's opinion. Purchasers should be cautioned that, while tax estimates are prepared in good faith, there can be no guarantee that the actual real estate taxes when assessed by the City of New York will be similar to them.

18. Sponsor may remain in control of the Board of Managers for up to five (5) years measured from the first Unit closing, provided Sponsor continues to own a Unit, or for up to sixty (60) from the last Unit sale, whichever is sooner. In addition, for as long as Sponsor owns a single Unit, Sponsor may appoint one of the three members of the Board of Managers.

19. For as long as Sponsor retains ownership to a single Unit, Sponsor reserves any excess development rights appurtenant to the Land at the time of this offering or that may subsequently accrue

for any reason whatsoever. Sponsor may sell these rights to other development projects, but they will not be used to expand the Building, except with the consent of the Board of Manages, which may, depending on the timing– be in control of the Sponsor. At the time of this writing, Sponsor does not envision any Building expansion, except in the unlikely case that the local zoning were amended to increase available development rights.

20. During the sales and marketing process, Sponsor may maintain marketing signage and a sales office at the Building.

21. Sponsor may sell or transfer one or more Unsold Units to a successor sponsor who would carry some or all of Sponsor's special rights and obligations. At the time of this writing, Sponsor does not anticipate designating a successor sponsor, but plans to sell all units to end users by itself.

22. At closing, Purchasers will be required to make initial contributions into the condominium equal to two (2) months' of the common charges of the subject(s). Thes contributions shall fund the initial working capital and reserve accounts of the condominium.

23. Attention is called that all lateral windows of the Building —i.e., all windows that are not facing the street or the rear of the Building– are designated as *lot line windows.* In essence, this means that these windows may be required to be closed and sealed off forever with fire-rated construction if the adjoining properties are developed or further developed. In the event lot line windows must be sealed off, affected unit owners are required to cooperate with the work to be carried out by the Board of Managers.

24. Lot-line windows exist starting at the 6th Floor and continuing above. Unit 6 contains five (5) lot-line windows. Unit 7 contains six (6) lot-line windows. Unit 8 contains six (6) lot-line windows. Unit 9 contains six (6) lot-line windows and Penthouse contains six (6) lot-line windows. No lot-line windows are being utilized for required air and light calculations. The lot line windows meet the requirements permitted for Occupancy R-2 in that they do not exceed 10 percent of the façade area of the story in which they are located.

25. Local Law 11/98 "Façade Inspection Safety Program" (FISP) is applicable for this building. This means the facades of the building —meaning all four exterior building walls, not just the streetside– must be inspected by an engineer and a report filed with the Department of Buildings every five years. The report will categorize the building as *Safe*, or *Safe with a Repair and Maintenance Program ("SWARMP"),* or *Unsafe* mostly based on the likelihood that elements of the façade may become loose and fall within the five years following the date of the report. The cost of the report, together with the cost of any work required to receive and/or maintain Safe or SWARMP status shall be paid as common expense by the Board of Managers. The next report is due on February 20, 2030.

26. At closing, purchasers will be incur closing costs including transfer taxes (as mentioned above) and sponsor's legal fees —which, for illustration purposes would be in the amount of $5,500.00 for the simultaneous purchase of a Residential Unit and a Storage Unit–, and purchasers may incur expenses for services they may procure for themselves, such their own legal counsel, title insurance, recording

expenses and other expert's fees. In addition, in the event Units have not been separately assessed and taxed at the time of closing, each purchaser shall be required to deposit with Sponsor or Sponsor's counsel, in a dedicated account, an amount sufficient to pay for the property taxes attributable to the Unit through the following property tax billing cycle. Such estimate will be based on the percentage of common interest allocated to the Unit and the taxes billed to the entire Building. In the event closing is adjourned at purchaser's request, the date for determination of any property tax credits, common charges adjustments and deposits shall remain the same and not move by the adjournment.

27. Sponsor has had no previous experience in condominium offerings.

28. The principal of Sponsor has had no previous experience in condominium offering as principal.

Introduction

By this Offering Plan, Diamond Lane LLC (the "Sponsor") offers for sale nine (9) Residential Condominium Units, one (1) Retail Condominium Unit, and Nine (9) Storage Condominium Units at the premises known by the street address 14 Maiden Lane in the City and County of New York (the "Project"). The purpose of this Plan is to disclose information about the Project and terms of sale. This Plan may be amended from time to time. Upon approval of such amendments by the New York State Department of Law, copies of such amendments shall be served on all offerees. At the time of this writing and commencement of the offering, the building is completely vacant. This Plan has been prepared and is submitted under Part 20 of the rules and regulations issued by the Department of Law, which cover the offering of Newly Constructed, Vacant or Non-Residential Condominiums.

Sponsor is a New York limited liability company formed exclusively for the Project. Sponsor acquired the Building subject to the Project on January 13, 2022.

The form of ownership of the Project is as condominium in compliance with the New York Condominium Act. Each Unit Owner will own his or her respective Unit. Unit Owners will own their units out right and enjoy exclusive use and possession thereof. Unit Owners may transfer their Units without restriction, except that the Storage Units may only be transferred to, or owned, used and enjoyed by, an owner of a Residential Unit or the owner of the Retail Unit. Units may be mortgaged and shall be assessed and taxed for real estate taxes separately.

In addition, every Unit carries a share —*i.e.,* a percentage interest– in the common interest. *Common interest* means everything that the Unit Owners will own in common, including —without limitation– portions of the Project that are not part of any Unit —such as the common hallways, the elevator, the common stairwells, the structural elements, and the façade– and the operating and reserve bank accounts. The common interest shall be managed by the Board of Managers of the Condominium. Unit Owners are required to comply with the Declaration of Condominium, the By-Laws, and the House Rules, as the same may be amended by the Board of Managers from time to time. The Board of Managers shall be elected by the Unit Owners by vote. Notwithstanding, Sponsor reserves the right control the Board of Managers by appointing its member-directors for a period not exceeding five (5) years measured from the First Closing, provided Sponsor still retains ownership to a Residential Unit or the Retail Unit.

Sponsor offers for sale nine (9) Residential Units, one (1) Retail Unit, and nine (9) Storage Units. These units comprise all units in the Project. The Residential Units are all floor-through apartments containing three-rooms and two bathrooms. Unit 10, which is the Residential Unit on the top floor, also has exclusive use of a portion of terrace, as *limited common element.* This means that the exclusive terrace is not technically part of Unit 10, but is part of the common interest in the building and is subject to supervision by the Board of Managers. The Retail Unit is a storefront for commercial use and includes exclusive storage in the cellar. The Storage Units are exclusive storage areas located in the cellar of

the Project, eight of which are located in an area designated for that purpose, while the ninth Storage Unit is located in the hallway leading to such area.

Neither the Sponsor nor the Board has discretion to approve or disapprove potential purchasers, except where an increasing number of purchases from investment purposes appears to jeopardize the ability of Unit Owners to qualify for residential mortgage loans. In such event, the Board of Managers may adopt House Rules prohibiting sales for investment purposes. In addition, the Board of Managers shall prevent the acquisition of Storage Unit by someone who does not own a Residential Unit or the Retail Unit.

Although this Plan becomes effective only upon the sale of fifteen (15%) of the Units, Sponsor intends and endeavors in good faith to sell all Units, rather than renting them. However, Sponsor reserves the right to hold and rent Units indefinitely, in the event Units may not be sold for the Prices listed herein. In addition, Sponsor reserves the right to make bulk sales of Unit to investors who would act as successors to Sponsor and fulfill all of Sponsor's obligations under this Plan and its amendments. The purchase prices disclosed in this Plan are not subject to approval by the Department of Law or any government agency.

This Plan is delivered to prospective Unit Purchasers and contains all material terms of the transaction. Copies of this Plan, together with all documents annexed hereto shall be available for inspection and copy to prospective purchasers and their attorneys, free of charges, at the site, whenever the on-site sales office is open and at the office of the Selling Agent.

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.

Definitions

The following terms used in this Plan and in Article 9-B of the Real Property Law (the "Condominium Act"), have the following meanings:

- Board of Managers (also "Condominium Board" or "Board"): The governing body of the Condominium initially comprised of three (3) managers appointed by Sponsor.

- Building (also "Premises" or "Property"): The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

- By-Laws: One of the documents governing the operation of the Condominium, the form of

which is set forth in Part II of the Plan.

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

- Closing: Including words of similar import are used synonymously and mean the payment of the purchase price, and the transfer of legal ownership of a Unit pursuant to this Plan and the Purchase Agreement.

- Closing Date (or "Date of Closing"): The date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

- Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

- Common Elements: The Land and the building areas, structural elements and building systems owned by all Unit Owners in common, and which encompass everything in the Building that is not part of any Unit or personal property.

- Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

- Common Interest: The ownership in common by all Unit Owners of the Common Elements, and all property controlled by the Board of Managers, including —without limitation– bank accounts, equipment, supplies, and all other personal property. When used with respect to a Unit and expressed in percentages, Common Interest refers to the percentage allocation of the foregoing appurtenant to each Unit in Schedule A.

- Condominium: The Units and Common Elements comprising the Property. The words "Property," "Condominium," "Premises," and "Building" are used interchangeably in this Plan.

- Declaration: The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

- Department of Building: The Department of Buildings of the City of New York.

- Department of Law: The New York State Department of Law of the New York State Office of the Attorney General, Real Estate Finance Bureau.

- Deposit: The payment or payments required to be paid by Purchaser at the time a Unit Purchase Agreement is tendered to Sponsor or at the time or times prior to Closing as provided in the Unit Purchase Agreement.

- Escrow Agent: Augspach Law PLLC or its successor.

- Equal or Better Quality: Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

- First Unit Closing (also "First Closing" or "First Residential Closing"): Closing of the first Unit in the Condominium to a bona fide Purchaser under the Plan.

- First Year Budget: The projected budget for the Condominium for the First Year of Operations.

- First Year of Operations: The projected date range for the first year of operations for the Condominium, as set forth in the Plan.

- Floor Plans: Floor plans prepared by Sponsor's architect showing the division of the Property into the Units and Common Elements and to be filed with the Condominium Declaration.

- Gross Square Feet: As used in reference to Units or floors 2 through 10, the approximate square footage of the entire floor, which includes the Unit and the Common Element at each such floor. With reference to Unit 1, the measurement excludes entrance lobby, hallway, stairs, access corridor under stairs, elevator and utility closets.

- Land: The parcel of land on which the Building will be situated, as more particularly described in the Declaration.

- Limited Common Elements ("or "Limited Common Elements"): Those Common Elements for which a Unit Owner will have the exclusive right to use and enjoy, often limited to

window sills and cables, piping and conduits serving a single Unit. In addition, the exclusive portion of the roof terrace for the use and enjoyment of Unit 10 is a Limited Common Element.

- Managing Agent: The managing agent or manager of the Building at the time in question.

- Permitted Encumbrances: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to, as more particularly itemized on Schedule A annexed to the form of the Unit Purchase Agreement contained in Part II of the Plan.

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

- Plans and Specifications: The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Plan.

- Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

- Purchase Agreement: The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan, also referred to as *Unit Purchase Agreement*.

- Purchaser: A purchaser of a Unit pursuant to a Unit Purchase Agreement.

- Registered Guarantor: A guarantor on a Registered Mortgage who has registered with the Board of Managers by supplying the Board with the name and address of the guarantor.

- Registered Mortgagee: The holder of a Registered Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Lender, its successors, assigns, and/or affiliates, as well as any lender that has provided mezzanine financing or preferred equity financing to Sponsor and/or Declarant.

- Registered Mortgage: A first mortgage permitted to be placed upon a Unit pursuant to the By-Laws, or any placed upon the Project in connection with financing procured by Sponsor prior to the inception of the Condominium.

- Residential Unit (sometimes referred to as *Residential Condominium Unit*): One of nine (9) condominium units offered for residential purposes in this offering and consisting of floor-through apartments.

- Unit Owner (also *Owner*): A person or entity that owns a Unit in this Condominium.

- Retail Unit (sometimes referred to as *Retail Condominium Unit*): The single condominium unit offered for commercial purposes in this offering and located on the ground floor with direct access to Maiden Lane, and storage in the cellar.

- Storage Unit (sometimes referred to as *Storage Condominium Unit*): One of nine (9) condominium units offered for storage purposes in this offering, all of which consist of closets or bins located in the cellar.

- House Rules: A set of rules governing the use and enjoyment of the Condominium, set forth in the By-laws in Part II, as the same may be amended, repealed or reinstated by the Board of Managers from time to time.

- Schedule A: The section of Part I of the Plan entitled "Purchase Price and Related Information for the Projected First Year of Condominium Operation."

- Selling Agent: The selling agent disclosed in the Identity of Parties section of Part I of the Plan, or at any given time in question.

- Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question. Sponsor is sometimes referred to herein as "Declarant."

- Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

- Unit: A part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway. Each Unit is designated by number or other official designations conforming to the tax lot number

designating the Unit in the Declaration and on the Floor Plans.

- Unit Deed: A bargain and sale deed with covenant against grantor's acts, from Sponsor to a Purchaser, conveying title to the Unit and its appurtenant Common Interest.

- Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners."

- Unit Purchase Agreement: The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan, also referred to as *Purchase Agreement*.

- Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor or Successor Sponsor, until such time as the same have been sold.

Description of the Property and Improvements

The Project is located at 14 Maiden Lane, New York, New York, on a parcel of approximately 1,512 square feet. The original building was completed around 1894 and named the Diamond Exchange building. It was designed for jewelry sales. The large windows facing Maiden Lane, highly unusual for the time, is a testimony to this intent, as natural sunlight was intended to improve the presentation of jewelry. With its ten floors and an elevator, the building was the tallest in Manhattan at the time it was planned, but not by the time it was completed. The building was substantially rehabilitated in 1981, when all but the ground floor were converted into residential use, and renovated again in connection with this offering from 2023 through 2024. The Project is comprised of nine (9) Residential Units, one (1) Retail Unit, and nine (9) Storage Units, and common hallways, entrance, elevator, and stairwell. The usable portion of the roof —*i.e.*, the roof terrace– is exclusive to Unit 10, which is the topmost Residential Unit. The Retail Unit is the only Unit with direct street access and included cellar storage. Sponsor does not anticipate any particular user or commercial establishment for the Retail Unit; in fact, the Retail Unit is sold as a so-called *white box* which means it is sold as an unfinished space for its commercial user to build out in accordance with its own needs. The Residential Units may only be used for residential purposes and any ancillary purposes allowed by the New York City Zoning Resolution or any certificate of occupancy for the Project.

All Residential Units are floor-through apartments. Attention is called to the fact that the square footage measurements per floor or Unit is approximate and measures the entire footprint of the Building at each floor, from the opposing exterior side of facades. This means that measurements include the common hallways, stairs and elevator at each floor, even though they are not technically part of the Unit and are not exclusive to the use and enjoyment of any Unit.

The Storage Units consist of closets or bins, are located in the cellar of the building, and vary in size approximately between nine and a half square feet and eleven square feet. Eight of the Storage Units are located in an area designated for such purpose and are subdivided with chain link fence. The ninth Storage Unit is located in the corridor leading to such area and consists of a closer. The Storage Units are intended to be ancillary to the enjoyment of the Residential Units. As such, they may only be owned by owners of Residential Units or the Board of Managers on their behalf.

Common Elements are all portions of the Project which are not part of a Unit. *Limited Common Elements* are Common Elements which are dedicated to the exclusive use and enjoyment of a specific Unit. Examples of Common Elements are all common areas, all mechanical systems, all structural elements, and the façade of the Project. Examples of Limited Common Elements are the roof terrace exclusive to Unit 10, and the window sills, HVACs, pipes, conduits and cables serving a single Unit. All Common Elements are administered by the Board of Managers. However, with respect to Limited Common Elements, the duties to clean and provide basic maintenance do not rest with the Board but with the Unit Owner such Limited Common Element serves.

At the time of this writing completion of is envisioned for April 2025, and the first closing may occur inJuly 2025.

Location and Area Information

New York is one of the leading cultural centers of the world, with many of the finest universities, museums, libraries, theaters and cultural institutions, attracting millions of national and international tourists. The Project is specifically located in the Financial District of Lower of Manhattan, sometimes referred to FiDi. The area is well-served by local bars, restaurants, retail shops, exercise gyms, and cultural venues. Notable mentions within five blocks are La Parisienne —a French coffee shop just across the street–, Crunch Fitness, Trinity Place —Irish American bar and restaurant in former bank vault–, Whole Foods Market, and Maiden Lane Wine and Liquors —only half a block away–.

The City of New York provides all police, fire, water, sanitation, and road maintenance service (including snow removal from streets, not sidewalks) services. The nearest police precinct is the NYPD 1st Precinct, and it is located at 16 Ericsson Place. The nearest fire station is FDNY Engine 4 and it is located at 42 South Street. Public education is also provided by the City of New York, District 2, which runs numerous pre-K, elementary, middle schools and a high school in Manhattan. Local hospitals include the NY Downtown Hospital at 170 William St. and the Gotham Health, Gouverneur at Madison Street.

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

Transportation to and from the building, and throughout New York City is available by taxi and private car services. Public transportation is also readily available. The 2, 3, 4, 5, A, C, J and Z subway trains stop at Fulton Street, which entrances are located, which is located within four blocks of the Building. Those six subway lines provide access to the East and West sides of Manhattan, as well as into Brooklyn and the Bronx. Access into Queens is available with transfer in Midtown to the 7, E or F lines.

The building is in an C5-5 zoning district within the Special Lower Manhattan District. This means that the area is zoned for high density use, originally intended for commercial purpose but with rules favoring the conversion of old commercial buildings —such as the Building– into residential use.. The building is not located in any historic district.

Neither Sponsor nor its principals holds any interest to any other property in the vicinity of the building. Sponsor does not have any other projects in the vicinity of the building. There are no publicly-announced development projects that will be adjacent to or directly across the street from the building. It is noted, however, that there is a vacant lot immediately adjoining the building on the northwestern side, along Maiden Lane, which was announced to be developed as a hotel by unrelated parties in 2014. That development appears to have been abandoned in that there has been no work whatsoever over the last decade.

Offering Prices and Related Information (Schedule A — Units and Prices)

The Units with their respective designations, offering prices, common interest allocations, and other information appear in the enclosed Schedule of Units.

DIAMOND EXCHANGE CONDOMINIUM - First Year July 1, 2025 - June 30, 2026

SCHEDULE A - UNITS AND PRICES - Page 1

(1)Unit	(2)Description	(3) Gross Sq. Ft.	(4)Location	(5)Sales Price	(6)Comm. Int.	(7)Est. Annual Prop. Taxes	(8)Est. Mon. Prop. Taxes	(9)Est. Annual Comm. Charges	(10) Est. Mo. Comm. Charges
1	Retail	1,182	Sq.ft. with 71 Sq.ft. of cellar storage area	$ 2,500,000.00	9.18%	$ 21,281.81	$ 1,773.48	$ 14,147.17	$ 1,178.93
2	3 rooms / 2 bathroom	1,355	2nd Floor	$ 2,690,000.00	9.88%	$ 22,899.23	$ 1,908.27	$ 15,222.36	$ 1,268.53
3	3 rooms / 2 bathroom	1,334	3rd Floor	$ 2,580,000.00	9.47%	$ 21,962.83	$ 1,830.24	$ 14,599.88	$ 1,216.66
4	3 rooms / 2 bathroom	1,334	4th Floor	$ 2,590,000.00	9.51%	$ 22,047.96	$ 1,837.33	$ 14,656.47	$ 1,221.37
5	3 rooms / 2 bathroom	1,334	5th Floor	$ 2,620,000.00	9.62%	$ 22,303.34	$ 1,858.61	$ 14,826.24	$ 1,235.52
6	3 rooms / 2 bathroom	1,334	6th Floor	$ 2,630,000.00	9.66%	$ 22,388.47	$ 1,865.71	$ 14,882.83	$ 1,240.24
7	3 rooms / 2 bathroom	1,334	7th Floor	$ 2,640,000.00	9.70%	$ 22,473.59	$ 1,872.80	$ 14,939.41	$ 1,244.95
8	3 rooms / 2 bathroom	1,331	8th Floor	$ 2,650,000.00	9.73%	$ 22,558.72	$ 1,879.89	$ 14,996.00	$ 1,249.67
9	3 rooms / 2 bathroom	1,360	9th Floor	$ 2,680,000.00	9.84%	$ 22,814.10	$ 1,901.18	$ 15,165.77	$ 1,263.81
10	3 rooms / 2 bathroom and rooftop terrace	1,331	10th Floor and Rooftop Terrace*	$ 3,350,000.00	12.30%	$ 28,517.63	$ 2,376.47	$ 18,957.21	$ 1,579.77
		13,229		$ 26,930,000.00	98.90%	$ 229,247.68	$ 19,103.97	$ 152,393.34	$ 12,699.44

*Unit 10 has the exclusive of a rooftop terrace of aproximately 646 sq.ft. This square footage is considered limited common elements, and therefore not accounted in the Unit 10 gross square footage of 1,331 sq.ft. This space may not be legally used as a bedroom or livign room. Doing so may result in a building code violation for the building.

DIAMOND EXCHANGE CONDOMINIUM - First Year July 1, 2025 - June 30, 2026

SCHEDULE A - UNITS AND PRICES - Page 2

(1) Storage Units		(3)Gross Sq. Ft.	(4)Location	(5)Sales Price	(6)Comm. Int.	(7)Est. Annual Prop. Taxes	(8)Est. Mon. Prop. Taxes	(9)Est. Annual Comm. Charges	(10) Est. Mo. Comm. Charges
S1	N/A	9.5	Cellar Storage Area	$ 32,000.00	0.12%	$ 272.41	$ 22.70	$ 181.08	$ 15.09
S2	N/A	9.5	Cellar Storage Area	$ 32,000.00	0.12%	$ 272.41	$ 22.70	$ 181.08	$ 15.09
S3	N/A	9.5	Cellar Storage Area	$ 32,000.00	0.12%	$ 272.41	$ 22.70	$ 181.08	$ 15.09
S4	N/A	9.5	Cellar Storage Area	$ 32,000.00	0.12%	$ 272.41	$ 22.70	$ 181.08	$ 15.09
S5	N/A	9.5	Cellar Storage Area	$ 32,000.00	0.12%	$ 272.41	$ 22.70	$ 181.08	$ 15.09
S6	N/A	11	Cellar Storage Area	$ 34,000.00	0.12%	$ 289.43	$ 24.12	$ 192.40	$ 16.03
S7	N/A	11	Cellar Storage Area	$ 34,000.00	0.12%	$ 289.43	$ 24.12	$ 192.40	$ 16.03
S8	N/A	11	Cellar Storage Area	$ 34,000.00	0.12%	$ 289.43	$ 24.12	$ 192.40	$ 16.03
S9	N/A	10	Cellar Corridor, West Wall	$ 38,000.00	0.14%	$ 323.48	$ 26.96	$ 215.04	$ 17.92
		90.5		$ 300,000.00	1.10%	$ 2,553.82	$ 212.82	$ 1,697.66	$ 141.47
Grand Total		**13,319.50**		**$ 27,230,000.00**	**100.00%**	**$ 231,801.50**	**$ 19,316.79**	**$ 154,091.00**	**$ 12,840.92**

Note: All figures in columns (7) and (8) are property tax projections for the first year of operation running from July 1, 2025 through June 30, 2026 based on the property tax opinion enclosed in this Plan. Upon completion of construction, the buiding may be reassessed and result in significant property tax increases for the subsequent years. All figures in columns (9) and (10) are based on the budget for the first year of operations running from July 1, 2025 through June 30, 2026 enclosed in this Plan as Schedule B.

NOTES TO SCHEDULE A — UNITS AND PRICES

(1) The Units designated 2, 3, 4, 5, 6, 7, 8, 9, and 10 are the Residential Units. These Units may only be used for residential purposes and any ancillary uses as the New York City Zoning Resolution may permit.

The Unit designated *Retail* is the Retail Unit. The Retail Unit may only be used for commercial purposes in accordance with the certificate of occupancy.

The Units designated by S1, S2, S3, S4, S5, S6, S7, S8, and S9 are the Storage Units. The Storage Unit are located in the cellar and may only be used for storage purposes. Attention is called that there will be no humidity or temperature controls in the cellar. Thus, neither the Sponsor nor the Board of Managers shall be liable to anyone for damages to property stored in the Storage Units occurring by humidity temperature levels.

(2) The *Description* column indicates the number of rooms and bathrooms in each Unit. Kitchens are not counted, but every Residential Unit contains a kitchen. The Unit 10, in addition, has the exclusive use of the rooftop terrace. There are no kitchens in the Retail or Storage Units. All kitchens connect continuously into the living rooms. Counted as rooms are all enclosed windowed areas other than bathrooms and kitchen/living-rooms, and meeting local size, and air and light requirements. Every bathroom in Residential Units has at least a sink and a toilet, and either a bathtub with showerhead or a shower stall. All Residential Units contain their own washer and dryer. Actual floor plans are enclosed with this Plan.

(3) The figures shown as *Gross Sq. Ft.* are approximate design measurements of each entire residential floor, which includes the common hallways, stairs and elevator, and not just the portions exclusive the Residential Units. With respect to the Unit 1, the Retail Unit, the calculation excludes the common street entrance and other common areas at the ground floor. No representation is made as to the accuracy of these calculations.

(4) The column *Location* indicates the location of each Unit in the building. For the Storage Units, all the Storage Units are in the cellar.

(5) The *Sales Prices* are the offering prices. The prices are not subject to approval by the NYS Department of Law or any government agency and are subject to negotiation. Sponsor reserves the right to change the prices by amendment to this Plan. Purchasers are advised to take into account all closing costs before agreeing on a price. For more information, see Changes in Prices and Units in page 18 and Closing Costs and Adjustment in page 35.

(6) The *Comm. Int.* column indicates the percentage of common interest allocated to each unit. These percentages have been allocated in accordance with Section 339-i(1)(i) of the Real Property Law, based upon the estimated value of each Units *vis a vis* the aggregate estimated value of all Units. Sponsor reserves the right to reallocate common interest percentages.

(7) The columns *Est. Annual Prop. Taxes* and (8) the *Prop. Taxes* estimate the annual and monthly property taxes for each Unit, respectively, for the first year of operation. The estimate was prepared for an anticipated first tax year of operation running from July 1, 2025 to June 30, 2026. However, the actual first year of operation may be sooner or later. The Units will be separately taxed. Unit owners will only be responsible for the tax liability associated with their Unit. Owners will not be responsible or suffer liens on their property by reason of other owner's failure to pay their respective property taxes. Generally, income tax rules allows married couples to deduct up to $10,000 ($5,000 for individuals filing separately) per year actually paid on state and local taxes, which includes property taxes on their primary residence. However, for many resident married couples and individuals tax payers the $10,000 maximum deduction is consumed by City and State income taxes, which means that they gain no tax benefit by paying property taxes on their primary residence. Purchasers are advised to consult their tax advisor to determine whether there would be a tax benefit in their specific case.

The estimate property taxes was prepared by comparing the tax assessments of similar buildings in the area, and then apportioning among the Units based on their percentage of common interest.

It is possible that the assessor's office may use different comparable buildings, or use a different approach to tax valuation altogether, or use a different method to allocate the assessed value of the building among the Units. It is also possible that the tax classifications and tax rates may change before the first year of operation. In view of the foregoing, no representation is made as to the accuracy of the estimated tax liabilities. See Real Estate Taxes in page 69.

(9) The columns *Est. Annual Common Charges* and (10) *Est. Mo. Common Charges* estimate the annual and monthly common charges for each Unit, respectively, for the first year of operation. At this time, the anticipated first year of operation would run from July 1, 2025 to June 30, 2025. However, actual first year of operation may be sooner or later.

The common charges were calculated by using the figures in Schedule B — First Year Operating Budget and applying the common interest percentages to allocate the expenses per Unit. No representation is made that the figures in Schedule B will be actual or accurate at the time of the actual first year operation. Common charges do not include electricity utility charges, but include cooking gas, heat, water supply and sewer rents. Purchasers are advised to consider the monthly debt service obligation of any mortgage loans they anticipate needing for their purchase, plus the cost of their own utility charges (including electric air conditioning), plus the cost of cable television, internet access, their own insurance, and minor repairs, plus the estimated property taxes in order to estimate whether they are able to carry the cost associated with a tentative Unit purchase.

Budget for First Year of Condominium Operation (Schedule B)

Enclosed as Schedule B is the projected budget for the first year of operation of the condominium. No representation or warranty is made as to the first year of operation or the accuracy of the projections. However, in the event the budget is amended and varies by more than twenty-five (25%), Purchasers who have signed Purchase Agreements pursuant to the prior budget shall be afforded a fifteen (15) days' opportunity to rescind their Purchase Agreements and recover the Downpayments

SCHEDULE B

BUDGET FOR FIRST FULL YEAR OF OPERATION
OF DIAMOND EXCHANGE CONDOMINIUM
COMMENCING JULY 1, 2025
AND ENDING ON JUNE 30, 2026

PROJECTED EXPENSES (Payable in monthly installments)

		Total
LABOR & RELATED	(Note 3)	$24,000
GAS	(Note 4)	$ 4,260
ELECTRIC	(Note 5)	$20,600
WATER & SEWER CHARGES	(Note 6)	$ 9,968
SERVICE CONTRACTS	(Note 7)	$21,015
REPAIRS, MAINTENANCE & SUP	(Note 8)	$ 8,500
INSURANCE	(Note 9)	$25,000
MANAGEMENT FEE	(Note 10)	$18,000
LEGAL & ACCOUNTING FEES	(Note 11)	$ 3,000
ADMINISTRATIVE & OTHER EXP	(Note 12)	$ 1,000
RESERVE FUND	(Note 13)	$15,000
TOTAL	**(Note 14)**	**$ 150,343**

The Notes to Schedule B below are an integral part of this Schedule and should be read in conjunction herewith.

FOOTNOTES FOR SCHEDULE B

First Year of Condominium Operation:

Amounts are projected on the assumption that the first year of Condominium operation will be the year from July 1, 2025 to June 30, 2026. The actual first year of Condominium operation may be earlier or later than that year. If the date of commencement as planned of Condominium operation is to be delayed by six (6) months or more from the projected budget year in the Offering Plan, the Plan will be amended to include a revised budget disclosing the current projections. If such amended projections exceed the original projections by twenty-five (25%) percent or more, the sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right, within a reasonably defined period of time of not less than fifteen (15) days, to rescind their Purchase Agreements and have their deposits refunded. Sponsor may not declare the Plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Plan. If the date of the first closing of a Unit is delayed by twelve (12) months or more from the projected first closing date, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements by notice given to the Sponsor after the offer of rescission is made.

(1) Common Charges: $

These amounts represent the total Common Charges to be levied against and collected from the Units during the projected first year of Condominium operation The Common Charges will be utilized by the Board to defray the operational expenses of the Condominium. Common Expenses have been allocated among the Unit Owners on the basis of percentage of Common Interest allocated to each Unit.

(3) Labor: $24,000.00

The labor estimate is based upon the employment of a part time non -resident Superintendent. It is anticipated that such an employee will be a non union employee and together with any of the other independent contractors will be supervised by the Managing Agent or in the absence of the Managing Agent, the Board of Managers of the Condominium. . The non resident Superintendent will clean and maintain the sidewalks and trash areas in front of the building, the residential lobby, common hallways, stairs and elevator cab and handle all snow removal. Such level of staffing complies with all applicable housing labor laws.

(4) Gas: $8,500

This estimate is based on an estimate made as of October 11, 2024, by A&D Engineering, PLLC located at 2606 East 15th Street, Suite #204, Brooklyn, NY 11235, that gas usage for the cooking gas as well as the mechanical equipment will be

approximately 4500 therms/yr at an annual cost of $1.9727/therm, a 10% inflation allowance and a 16% sales tax.

The amount set forth is the estimate for the gas consumed only by two hot water heaters & the gas range ovens in each apartment.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of gas during the first year of operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

See Schedule B-1 for the projected costs associated with individual gas consumption.

(5) Electricity: $20,600

This estimate is based on an estimate made as of October 11, 2024, by A&D Engineering, PLLC located at 2606 East 15th Street, Suite #204, Brooklyn, NY 11235, that light and power for the Common Areas as well as the mechanical equipment will be approximately 49,601 KW/HR/YR at an annual cost of $.3016 KW/HR, a 10% inflation allowance and a 16% sales tax.

The amount set forth is the estimate for the electricity consumed only by the Common Elements, since the electricity for each Unit will be individually metered by Coned.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of electricity during the first year of operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

See Schedule B-1 for the projected costs associated with individual electric consumption.

(6) Water and Sewer Charges: $9,968

This estimate is based on an estimate made as of October 11, 2024, by A&D Engineering, PLLC located at 2606 East 15th Street, Suite #204, New York, NY 11235, with water and sewer annual consumption of 79,100 Cu. Ft. at a rate of $12.61 per hundred cubic foot (HCF).

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of water and sewer charges during the first year of operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

(7) Service Contracts: $21,515

This estimate includes the cost of various services used in or for the Common Elements.

Exterminating	$1,955
Sprinkler	$2,000
Elevator	$11,000
Intercom	$1,560
Internet/Phone	$2,000
Fire Extinguishers	$1,000
Hot water heater maintenance	$2,000
Total	**$21,515**

No maintenance or service contracts have been entered into as of the filing date of the Plan. The budgeted amounts are based on estimates received from contractors and the experience of Sponsor's budget expert, Village Dwellings Inc. in operating comparable buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

(8) Repairs, Maintenance and Supplies: $8,500

This estimate includes painting, maintenance and repair costs of Common Elements only. Unit Owners will be responsible for the cost of repairs and painting in the interiors of their Units. No provision has been made to cover the cost of any capital expenditure. This estimate also includes the estimated annual cost of services and supplies (excluding service contracts) provided to and for the benefit of the Units.

Supplies and Hardware	$4,500
General Repairs	$4,000
Total	**$8,500**

This estimate is based on the experience of Sponsor's budget expert, Village Dwellings Inc. in operating comparable buildings.

(9) Insurance: $25,000

The insurance premiums are based on the letter, dated June 20th, 2024, from the York International Agency, LLC., located at 500 Mamaroneck Avenue, Suite 220, Harrison, NY 10528. The fire, casualty and general liability are on the terms set therein:

Coverage	Amount of Insurance
Property	
Building & Boiler and Machinery	$6,258,000
Cause of Loss Special Form	Included
Agreed Value / Replacement Cost	Included
Deductible	$10,000
Building Ordinance	Included
Demolition & Increased Cost of Construction	Included
Business Income / Extra Expenses	Actual Loss Sustained up to 12 Months
Flood (Rising Water) & Deductible	$1,000,000 / $50,000
Earthquake & Deductible	$1,000,000 / $50,000
Elevator Collision	Included
General Liability	
Each Occurrence	$1,000,000
General Aggregate- Per Location	$2,000,000
Personal Injury	$1,000,000
Employee Benefits Liability (Claims-Made) / Deductible	$1,000,000 / $1,000
Water Damage Legal Liability / Deductible	Included
Non-Owned / Hired Auto	$1,000,000
Lead/Mold	Not Excluded
Fidelity Bond	
Employee Dishonesty & Deductible	$100,000 / $5,000
Managing Agents Rider	Included
Directors & Officers Liability	
Limit & Deductible	$1,000,000 / $5,000
Managing Agents Rider	Included
Umbrella	
Limit & Deductible	$5,000,000
Lead Exclusion / Mold Exclusion	Follow Form
Workers Compensation	Statutory
Disability	Statutory
Total Annual Premium:	**$25,000**

The above is the insurance we are recommending to the Condominium located at 14 Maiden Lane, New York, NY 10038.

This is a 10 story fire resistive building of approximately 15,645 square feet. It is understood the property upon completion will contain 9 residential units and 1 commercial unit.

By carrying a $6,258,000 Building Limit, the hazard insurance company will include a provision known as “Agreed Value & Replacement Cost” endorsement. The carrier agrees to reimburse the insured for property losses up to the full amount of the policy regardless of the actual “replacement value” of the Building. This clause has the effect of “waiving” any co-insurance penalty that the insurer might otherwise invoke. This clause does not mean that the Condominium Association would receive sufficient proceeds to actually rebuild the entire building in the event of a substantial loss or total destruction. The Condominium Association should periodically review the amount of insurance they carry for building coverage and common charges to insure that the amount of coverage carried is sufficient.

Based on the offering information, the building value of $6,258,000 is based on approximately 15,645 square feet of space for full repair and replacement without deduction for depreciation.

The Condominium’s Insurance will (1) provide that each Unit Owner be included as an additional insured as respects common areas; (2) provide that there will no cancellation without notice to the Board of Managers as long as they are first named insured; (3) permit the Condominium to waive subrogation in accordance with the Condominium Offering Plan.

The following waivers are currently not available in New York. However, if the option becomes available at the time of closing we will endeavor to obtain them: (1) Waiver of Invalidity because of acts of the insured and unit owners; (2) Waiver of pro rata reduction if unit owners obtain additional coverage.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost as per the by-laws for the following coverage. Coverage for the “unit owner” is not included in the above Letter of Adequacy:
1. Fire or casualty losses to the contents of his Unit including replacements, additions, fixtures and improvements therein; and
2. Liability for personal injury or property damage as a result of occurrences in their Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the unit.

The annual estimated premium for the condominium’s insurance for 2025 is $25,000. This is a non-binding indication and would be subject to market and rate changes, and a favorable insurance company inspection.

No representation is made that terrorism insurance will be available, or if available, at what cost, at the time the insurance policy is written for the Condominium Association.

Statutory coverage (Workers Compensation & NY Disability) is not included in the estimated insurance cost and is based on payroll and rates in effect at time of closing.

(10) Management Fee: $18,000

Based on the management agreement to be entered into with Village Dwellings Inc. at or before the First Closing, it is expected that the Managing Agent will receive an annual fee of $ 18,000.for the First Year of Condominium Operations. Reference should be made to the Section of the Plan entitled "Management Agreement" in the Offering Plan for further details of the Management Agreement.

(11) Legal Fees and Auditing Fees: $3,000

Based upon the estimate of Lesley Mozeson, located at 16 Sugar Hill Drive, Pawling, NY 12564, $1,500 has been budgeted for fees to be incurred in connection with the preparation of the financial statements for the Condominium's first year of Condominium operation and its Federal, New York State and New York City income tax returns. The financial statements will be certified by the accountants for the Condominium every year as long as the Sponsor is in control of the Board of Managers. The balance of the budgeted amount ($1,500) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

(12) Administrative and Other Expenses: $1,000

This amount includes telephone expenses, city permits, license fees, inspection fees and filing fees, and miscellaneous expenses. It also includes fees for copying costs, postage and other administrative expenses.

(13) Reserve Fund: $ 15,000

There is a provision in the budget for a Reserve Fund, in the approximate amount of 10% of the annual budget set forth in Schedule B. The Reserve Fund may only be used for capital expenditures. No representation is made that the Reserve Fund will be, or is intended to be adequate to cover all future capital expenditures for any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Reserve Fund, it may be necessary to increase the Common Charges.

IN THE OPINION OF VILLAGE DWELLLINGS INC., THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING OCTOBER 1, 2024. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A

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

Sponsor reserves the right to enter into additional or other service, maintenance, employment, concessionaire and other agreements that will be binding on the Condominium upon commencement of condominium operation. Sponsor shall not, however, enter into any binding service, maintenance, employment, concessionaire or other agreements that will materially increase the first year's projected Common Charges or that will be binding on the Condominium for a period of more than two (2) years, unless the Plan is amended.

SCHEDULE B-1

BUDGET FOR INDIVIDUAL ENERGY COSTS FOR FIRST FULL YEAR OF OPERATION OF DIAMOND EXCHANGE CONDOMINIUM COMMENCING JULY 1, 2025 AND ENDING ON JUNE 30, 2026

The following is a projection of electricity charges to be paid directly by each Residential Unit as they are not included in the Common Charges:

Lighting		1 kw	x	1,008.00 sq.ft.	x	3 hr/day	x	30 days	90.7 kwh/month
Refrigerator		1.5 kw	x	4 hr/day	x	30 days			180 kwh/month
Washing Machine		2.52 kw	x	8 hr/month					20.16 kwh/month
Dryer		2.52 kw	x	8 hr/month					20.16 kwh/month
Dishwasher		1.44 kw	x	8 hr/month					11.52 kwh/month
Microwave		1.5 kw	x	0.15 hr/day	x	30 days			6.75 kwh/month
Electrical Oven		5 kw	x	0.1 hr/day	x	30 days			15 kwh/month
Gas range		0.2 kw	x	0.1 hr/day	x	30 days			0.6 kwh/month
Steam Shower		6 kw	x	0.15 hr/day	x	30 days			27 kwh/month
Sub-Total Annual Usage:		371.9 kwh/months	x	12 month					**4,463 kwh/yr**
Air Handler(s)		1.25 kw	x	8 hr/day	x	30 days			300 kwh/month
CU unit:		6.32 kw	x	8 hr/day	x	30 days			1,517 kwh/month
		1,817 kwh/month	x	8 month					**14,534** kw/yr
Electrical Mat:	1 x	0.6 kw	x	2 hr/day	x	30 days			36.00 kwh/month
		36.0 kwh/month	x	2 month					**72.0** kw/yr
Annual Cost:		19,069 kwh/yr	x	30.16 c/kw					**$ 5,751 per year**

TOTAL ANNUAL USAGE: **$5,751** per year or **$479.28** per month

These costs will naturally vary depending on actual occupancy and use.

Source: *Projection of Utility Costs for Building and Individual Units*, dated October 11, 2024, issued by A&D Engineering, PLLC, 2606 East 15th Street, Suite #204, Brooklyn, New York 11235.

Compliance with Real Property Law Section 339(i)

The Common Interest has been allocated among the Units based on their fair market value relative to the aggregate of all Units, in accordance with Real Property Law Sectioin 339(i). A letter from New York Residence, Inc. to this effect is enclosed in this Plan.

The Retail Unit

There is only one Retail Unit. It is located on the ground floor with direct access to the street and it includes a portion of the cellar for storage purposes and for an additional toilet room. Access to the cellar portion of the Retail Unit is through the common areas. The Retail Unit may be used for any lawful use permitted by the Department of Buildings pursuant to the New York City Zoning Resolution, except that it may not be used for (i) any sex-related commercial establishment or massage parlor, or establishment where pornographic material is displayed or distributed, or obscene, nude or semi- nude performances are shown live or in a videotaped or other recorded format; (ii) any betting parlor, casino or gambling type establishment; or (iii) any drug rehabilitation clinic or treatment center. The Retail Unit is sold as a *white box* with the intention that the purchaser will build it out according to their own needs. With respect to the Retail Unit, Sponsor does not warrant that any of the improvements shown on the floor plans will in fact be built by Sponsor and delivered to the purchaser. The two restrooms and interior doors, for example, are only shown on the plans for concept. However, the extent of construction by Sponsor of the Retail Unit will be guided exclusively by what may be necessary to close building permits, the concept sometimes referred to as *core & shell only approval*. This means that the purchaser may be required to install —without limitation– sprinklers, ventilation, interior partitions and build out both restrooms.

As the floor plans show, there is a closet within the Retail Unit on the ground floor for the backflow prevention device for the entire building —identified by *3" RPZA CL.* This closet and device will be built by Sponsor. The Board of Managers and its agents shall have a permanent easement to access this closet and device at any time they may deem necessary without prior notice to the Retail Unit Owner. In addition, the Retail Unit Owner is required to allow the building superintendent access to a restroom at all times the Retail Unit is open for business.

The Storage Units

There are Nine (9) Storage Units and they are located in the cellar. The Storage Units may only be owned by persons who own a Residential Unit or the Retail Unit, or by Sponsor of the Board of Managers on behalf of all Unit Owners. Any transfer, conveyance or purchase by or to anyone else shall be void. Any person (other than Sponsor) who for any reason —including, without limitation, by operation of law– owns a Storage Unit without simultaneously owning a Residential Unit or the Retail Unit may not use, lease or mortgage the Storage Unit in any way, but may only sell it or transfer it to a qualifying owner or to the Board of Managers.

The Common Amenities

The only common amenities of the Building are the entrance lobby, the common hallways and stairs, the elevator and the fire escape. This offering plan does not proscribe maintenance standards for the common amenities. The standard of maintenance is left to the discretion of the Board of Managers.

Changes in Prices and Units

Sponsor reserves the right at any time and from time to time to change terms of sale relating to any purchase under this Plan and the manner of payment thereof. Units will be offered at the cash prices set forth in Schedule A, which prices are subject to change at the discretion of Sponsor. Prices may be changed by Sponsor on an individual basis. Accordingly, Sponsor reserves the right to decrease prices or modify other terms of sale, without filing an amendment to the Plan, at any time during the offering if such reduction in the cash price or modification of such other terms of sale is the result of an individually negotiated transaction. Further, Sponsor may enter into an agreement with a Purchaser to sell a Unit at a price higher than the price set forth in Schedule A, provided that an amendment containing the new price is submitted to the Department of Law prior to use of the new price. An amendment which sole purpose is to effect a change in price shall be effective immediately upon its receipt by the Department of Law. Offering prices will be decreased or increased by an amendment to the Plan prior to the use of the new price if the change in price is an across-the-board change affecting one or more lines of Units or is a price to be advertised. No price change will be effective with respect to a Unit for which a Purchase Agreement is in effect without the consent of Purchaser. However, should that Purchase Agreement be terminated, for any reason, the new price may be used in any Purchase Agreement entered into after such termination.

Notwithstanding the foregoing, Sponsor shall not make any material changes in the size or number of Units and/or their respective common interest allocations, or in the size and quality of the common elements, limited common elements, and amenities, except by amending this Plan accordingly, and the declaration of condominium, if applicable. If a purchaser has entered into a Purchase Agreement, no changes shall be made to the Unit(s) subject to such Purchase Agreement without the consent of such purchaser.

Sponsor reserves the additional right, without further amendment to the Plan, to negotiate any terms of the Plan or Purchase Agreement or any obligation of a Purchaser including, but not limited to rights of cancellation of any Purchase Agreement and any other aspect of the transaction.

Interim Leases

Sponsor reserves the right to rent or lease any Unit(s) for such rent and term and on such other conditions as may be agreed between Sponsor and a purchaser who has signed a Purchase Agreement for a Residential or Retail Unit. Purchasers are advised that there are no rent regulation

laws applicable to the Project. The amount of rent is to be determined freely between the parties. In the event this Plan is abandoned for any reason, any lease between Sponsor and the prospective purchaser shall remain in effect for the remainder of the negotiated term, unless the parties specifically stipulate otherwise in writing.

If Sponsor and a prospective purchaser enter into a lease, a default by purchaser in the lease or the Purchase Agreement shall be an instance of default in the other as well —*i.e.,* Sponsor shall have the right to terminate both agreements if either one is breached by the purchaser. In such event, Sponsor shall seek to recover possession of the Unit(s) and resume their marketing. If the purchaser does not vacate the Unit(s) Sponsor shall obtain an order of eviction or other judgment from a court of competent jurisdiction against the purchaser. Alternatively, Sponsor reserves the right to sell the Unit(s) subject to the purchaser's occupancy, in which case the new purchaser will decide whether to reach a new agreement with the occupant or obtain an order of eviction.

In the event of non-monetary defaults under a lease —and except in the event of an emergency or the existence of a condition hazardous to life, limb or property–, Sponsor shall give an occupant-purchaser a thirty (30) day opportunity to cure any default under a lease. In the event of monetary defaults, such as the failure to pay rent by the tenth (10th) day of the month, the default shall not be subject to cure and Sponsor may demand that the occupant-purchaser vacate the Unit(s) immediately.

Notwithstanding the foregoing, Sponsor reserves the right to rent Unit(s) to non-purchasers, if market conditions indicate that Sponsor is not able to sell at the Sales Prices shown in Schedule A.

Procedure to Purchase

Any party interested in purchasing Units under this Plan should sign copy of the Purchase Agreement with completed with the information for the subject Unit(s) and return it to Augspach Law PLLC, 1280 Fifth Avenue, New York, New York 10029, with his or her executed IRS W-9 form and a check payable to Augspach Law PLLC, as Escrow Agent in an amount equal to ten (10%) percent of the aggregate Sales Price. Assuming Sponsor has no objections and the Units are still available, Sponsor shall execute and return the Purchase Agreement.

Purchasers will be afforded at least three (3) business days to review the Plan and all filed amendments thereto prior to executing a Purchase Agreement. In the event a Purchaser has not had at least three (3) business days to review the Plan and all filed amendments prior to signing and delivering a Purchase Agreement, the Purchaser may rescind within seven (7) days of delivery of an executed Purchase Agreement together with the required Deposit by giving the Sponsor written notice of such rescission by personal delivery (or if sent by mail such notice must be postmarked within the seven-day period).

If the Sponsor elects to accept the Purchase Agreement, one counterpart thereof signed by the

Sponsor or a pdf version of the Purchase Agreement signed by Sponsor if the Agreement allows for same, will be returned to the Purchaser or Purchaser's counsel within thirty (30) days of delivery of the same to the Sponsor. If the Purchase Agreement is not accepted by Sponsor by the end of such period it will be deemed rejected. Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, sex, national origin, ancestry, or any other ground proscribed by law. In the event of such rejection, the Purchaser's Deposit will be promptly refunded. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of the Sponsor is delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement is contingent upon effectiveness of the Plan. If the Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto. The relevant escrow trust fund provisions are included in Paragraph 3 of the Purchase Agreement. The Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 4 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser.

A complete copy of the form of Unit Purchase Agreement is included as Exhibit 2 of this Plan.

Purchase Agreement is Not a Lien

Neither the Purchase Agreement nor the Deposit or any payment given for special work is a lien against the Property or the Unit. Purchaser may not record the Purchase Agreement and will be in default if Purchaser attempts to record it.

Conflicts between Plan and Purchase Agreement

Any conflict between the Plan and the Purchase Agreement will be resolved in favor of the Plan. However, this shall only be applicable to initial Purchasers who purchase their Unit from Sponsor.

The Purchase Agreement and Plan may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law.

Purchaser Financing

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to an Agreement shall not be contingent on the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any

representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have not liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. Prospective purchasers who require financing are advised to consult with a lending institution before executing a Purchase Agreement.

The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the Balance of the Purchase Price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's 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, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

Closing, Balance of Purchase Price and Closing Documents

After the Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser that the Plan was declared effective on a certain date and setting such Purchaser's Closing Date. Such notice will be served in compliance with the regulations promulgated by the New York State Department of Law no less than thirty (30) days before the date set for the Closing of the Units. Purchasers may waive this thirty (30) day notice provision in a writing addressed to Sponsor.

Sponsor anticipates that the first closing of a Unit will occur on or about July1, 2025. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than July 1, 2026, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. However, if the first closing occurs before January 1, 2026, Sponsor may schedule the closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to 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.

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 the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

If at a Purchaser's request Sponsor grants an adjournment or adjournments of the Closing in excess of five (5) days in the aggregate, Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit. See the UNIT PURCHASE AGREEMENT set forth in Part II of the Plan.

At the Closing Purchaser shall be to pay certain closing fees, costs and adjustments (see the section entitled "Unit Closing Costs and Adjustments"). The Purchaser will also be required to pay the New York State and New York City real property transfer tax returns, mortgage recording taxes and Sponsor's and Purchaser's attorney fees covering the sale of his or her Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor or required under Purchaser's Purchase Agreement. The balance of the Purchase Price is also payable at Closing. This amount shall be paid by wire transfer or a bank, cashier's check or certified check, drawn on or issued by a New York bank, trust company of other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs in writing).

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of his other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to Purchaser. If the default is not cured within thirty (30) days after written

notice thereof, then the Purchase Agreement shall be deemed terminated and Sponsor shall be entitled to the payment due under the Purchase Agreement and any payments made thereunder including any costs for any special work ordered by Purchaser together with interest earned thereon, if any, as and for liquidated damages. Termination of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to Sponsor, the Condominium or others purchasing such Unit.

In the event the Sponsor cannot convey title to the Unit by reason other than the default of the Purchaser, all monies deposited by the Purchaser shall be returned to the Purchaser. However, Sponsor may attempt to cure its inability to convey title and if it does so, Sponsor shall be entitled to an adjournment of the Closing Date for a reasonable period of time.

The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and their legal or financial representative before being executed. Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control; however, this shall only apply to initial Purchasers who purchase a Unit from Sponsor. The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of the Plan. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such variations contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

No Representations

Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, 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 their own judgment and investigation in deciding to enter into the Purchase 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 the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees

to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this plan. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement.

Costs of Enforcing and Defending Agreement.

If Purchaser does not prevail, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser does prevail, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. These provisions shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Jury Trial

Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created 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. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Diplomatic or Sovereign Immunity

Purchaser 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 the Purchase Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

The Escrow Agent

The law firm of Augspach Law PLLC, with an address at 1280 Fifth Avenue, New York, New York 10029, telephone number 212-804-8746, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Francisco Augspach a/k/a Enrique Francisco Augspach. The designated signatory is 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.

The Escrow Account

The Escrow Agent has established the escrow account at CapitalOne Bank, N.A., 299 Park Avenue, New York, New York 10171, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Augspach Law PLLC Escrow Account for Diamond Exchange Condominium ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Prospective Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit.

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

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

A complete copy of the Unit Purchase Agreement is located in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

In order for Deposits to accrue interest in favor of Purchasers, Purchasers must also fill out, sign and deliver IRS form W-9, *Request for Taxpayer Identification Number and Certification*, together with their

Unit Purchaser Agreements and Deposits. Alternatively, individual Purchasers who do not have Social Security Numbers may be entitled to use IRS form W-8BEN, if permitted by applicable regulations. Copies of these forms are included in Part II of this Plan.

Notification to Purchaser

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (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, 21st Floor, New York, NY 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.

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

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 a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of

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

The Sponsor 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.

Waiver Void

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by

which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any 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. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

Lawsuits

Any lawsuit arising out of the Purchase Agreement shall be governed by the internal laws of the State of New York, shall be brought in county where the Building is located and shall be determined by the judge presiding at the trial without a jury (which the parties waive).

Risk of Loss

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of 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. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's insurance. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

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 not 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 Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, 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. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, he or she will assume the risk of loss and the obligation to repair the damage not covered under insurance already

in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Section 71-a(3) of the Lien Law provides protections for Purchasers where the contract of sale by its terms provides for or is incidental to a contract providing for the construction of the subject building, or where a Deposit pursuant to a contract of sale is not deposited or kept in an escrow account as mandated by law. Sponsor will not use any Deposit towards the construction of the Building and will deposit and maintain all Deposits in the Escrow Account as described above in this Procedure to Purchase section, and therefore be in compliance with Section 71a(3) of the Lien Law and any other provision of law applicable to Purchasers' Deposits.

Delay in First Closing

Sponsor anticipates that the First Unit Closing will occur on or about July 1, 2025. Purchasers should note that even if the First Closing occurs on or before July 1, 2025 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve-month period thereafter, but the closing of subsequent units is substantially delayed beyond such dates, but Sponsor is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASES SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

In the event however, Sponsor cannot convey title to at least one (1) Unit on or before July 1, 2026, twelve (12) months from the projected date of the first closing, affected purchasers will be afforded the right of rescission. If the first closing occurs before July 1, 2026, Sponsor may schedule the closings of title to other units later than such date.

The First Year of Condominium operation is estimated to be July 1, 2025 through June 30, 2026. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Unit Closing may occur sooner or later than the projected First Year of Condominium operation, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units.

FinCEN Geographic Targeting Order

Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order;

(2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer. This affects all residential real property closings meeting the above criteria and occurring on or after November 12, 2019 for so long as the Geographic Targeting Order remains in effect. The Geographic Targeting Order expires on October 15, 2024 and is expected to be renewed on similar terms upon expiration. A copy of the Order is available here:

https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO%20Order%20FINAL%20GENERIC%2011.8.2019.pdf

Any conflict between the Plan and the Purchase Agreement will be resolved according to the terms of the Plan. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

Assignment of Purchase Agreements

Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion.

Effective Date

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and compliance with the relevant conditions and time periods set forth in the Plan.

The Plan may be declared effective by (i) an amendment to the Plan or (ii) by personal service of notice on every Purchaser or by commencement of service by mail in the manner required by 13 NYCRR Section 20.1 (d) stating that the Plan is declared effective and submitting an amendment conforming to Section 20.5 (e) to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. Closing of the first Unit shall not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Plan may not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the Plan. Two (2) Units satisfy the fifteen percent (15%) threshold.

The Plan will not be declared effective based on (i) Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) Purchase Agreements where the Purchaser was not afforded the seven (7) days period to rescind the

Purchase Agreement or the three (3) business day period to review the Plan and all filed amendments in accordance with the provisions set forth above in the section of the Plan entitled "Procedure to Purchase"; or (iii) Purchase Agreements with any Purchaser who is the Sponsor, the selling agent, the managing agent or is a principal of the Sponsor, the selling agent, the managing agent or is related to the Sponsor, the selling agent, the managing agent or to any principal of the Sponsor or the managing agent by blood, marriage or adoption or as a business associate, an employee, a member, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Plan must be declared effective when Purchase Agreements are executed and accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Plan. Any combination of nine (9) Residential and Retail Units constitute approximately eighty percent (80%) of the Units offered under the Plan.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the plan effective may actually close, Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of the First Unit Closing, regardless of whether the Declaration has been recorded.

The Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Plan is to be abandoned after filing and the Sponsor has accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business days after the amendment abandoning the Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

Once the Plan has been declared effective or executed Purchase Agreements for eighty percent (80%) of the Units have been executed and accepted by Sponsor, the Plan may not be abandoned unless one of the following events occur:

(i) T
here is a title defect which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount;

(ii) Substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount; or

(iii) The taking of any material portion of the Property by condemnation or eminent domain. In calculating such amount Sponsor shall not include attorney's fees or title defects or determinations of any authority or regulatory association existing on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

Terms of Sale

The terms "Closing of Title" or "Closing" as used herein means the transfer of ownership of a Condominium Unit from Sponsor to the Purchaser(s) thereof.

The Purchase Agreement is contingent upon the effectiveness of the Plan. If the Plan is abandoned, all Purchase Agreements will be cancelled and all Deposits, together with any interest earned, will be refunded.

Once the Plan has been declared effective, the Sponsor will fix the dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the First Closing and setting such Purchaser's Closing Date. Such notice will be served no less than thirty (30) days before the date set for the Closing of each Unit.

At Closing, Sponsor will execute and deliver to each Purchaser a bargain and sale deed with covenant against grantor's acts substantially in the form set forth in Part II of the Plan and in proper form for recording. Each Unit and its appurtenant Common Interest will be conveyed free and clear of all liens, encumbrances and title exceptions other than those described below and the proposed Unit Deed contained in Part II of the Plan.

Permitted Exceptions

Title to each Unit will be subject to the following exceptions (the "Permitted Exceptions"):

1. Rights of tenants or persons in possession, if any;

2. Standard exceptions contained in the title report;

3. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.

4. AS TO THE BUILDING: Any statement of facts which a subsequent survey of would disclose provided that such additional statement of facts do not render title unmarketable;

AS TO THE UNIT: With respect to Condominium Unit No._____the title to which is to be insured herein, policy excepts any state of facts which an accurate survey would disclose. Policy insures, however, that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured hereunder exists.

Purchasers are urged to review the title report they receive prior to Closing with their attorney to properly understand all exceptions to title that may be included in such report.

Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Any work remaining to be done in the Unit pursuant to the Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Plan, signed by both Sponsor and Purchaser. Sponsor shall be obligated to complete the items on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself.

With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the residential units or the

Building generally and/or building materials;

- defects of an insubstantial nature such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;

- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;

- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;

- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;

- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;

- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;

- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including cellar boilers, condensing units, exhaust fans, elevator machine rooms and equipment;

- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;

- minor carpet or floor discoloring or stretching;

- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;

- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other minor defects in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;

- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;

- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;

- minor ponding and/or controlled drainage on terraces or balcony surfaces;

- television, radio or other telecommunications reception;

- slight discoloration to hardware or plumbing finishes;

- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;

- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;

- non-material scratches on window frames or glass;

- any other minor imperfection or minor defect, except as expressly warranted pursuant to this Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed that is owned by Sponsor is included in the conveyance unless specifically excepted in the Plan.

The Declaration, By-Laws and Floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed (as the case may be) in the New York City Register prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act and any other applicable State and local law.

In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing and able to close on the Closing Date, the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 0.04% of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date), which is 14.6% per annum; and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment requested or caused by Purchaser or Purchaser's lender. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of his or her closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase Agreement, not cured within any applicable grace period, the Deposit and any interest thereon may be retained by Sponsor as liquidated damages.

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non- payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

At Closing, each Purchaser will execute a Power of Attorney in the form provided in Part II of the Offering Plan (and deliver said instrument to the Sponsor or Purchaser's title company for recording), designating the Board of Managers as his or her Attorney in fact, coupled with an interest for, but not limited to, the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and

for purposes consistent with the implementation of the Offering Plan. The execution of a Power of Attorney is required to effectuate the Closing. The failure of Purchaser to execute a Power of Attorney at Closing shall constitute a default under the Purchase Agreement.

If ordered by Purchaser, the issuance at Closing of a commitment by a title insurance company licensed to do business in the State of New York, will insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and insurable fee title in the Unit, free and clear of all liens and encumbrances, except as set forth herein and except for any mortgage that a Purchaser obtains to purchase the Unit, and subject to the provisions of the Declaration and By-Laws. See the next section of this Plan for the estimated cost of such title insurance.

Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to the condition set forth in the Plan, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

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 not 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 Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, 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. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, i.e. via an interim lease, he or she will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Units Closing Costs and Adjustments

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay.

Title Insurance

If a Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by individual title insurers or by the Title Insurance Rate Service Association, Inc. and filed with the New York State Department of Financial Services. The Purchaser is free to obtain title insurance from any insurer of their choice without incurring a penalty.

The current rate for fee title insurance alone for a Unit (*i.e.*, no mortgage title insurance) is pursuant to the rate schedule applicable to new condominium projects filed with the New York State Department of Insurance, which is the Zone 2 Basic Rate for Owner's Policies:

The Owner's Policy Basic Rate is $382.00 for the first $35,000.00 of fee insurance. Basic Premiums then increase as follows:

Fee Amount	Premium
$35,001 – $50,000	$6.34/$1,000
$50,001 – $100,000	$5.16/$1,000
$100,001 – $500,000	$4.14/$1,000
$500,001 – $1,000,000	$3.78/$1,000
$1,000,001 – $5,000,000	$3.48/$1,000
$5,000,001 – $10,000,001	$3.09/$1,000
$10,000,001 – $15,000,000	$2.92/$1,000
$15,000,001 – up	$2.62/$1,000

If a Purchaser elects to obtain mortgage title insurance simultaneously with a policy for fee title insurance, the premium for the mortgage policy will be at "Simultaneous Rate". The premium on the amount of the loan policy that does not exceed the fee policy is calculated at 30 percent (30%) (the "Simultaneous Rate").

Purchasers are free to obtain insurance from any title insurer of their choice. Federal Standard Abstract, Inc. at 36-36 Main Street, Flushing, New York 11354, which writes policies for several insurers has updated the title search and submitted the title report to the Attorney General of the State of New York with respect to this Offering Plan. There is no relation between the principals of

Federal Standard Abstract, Inc. and the Sponsor or Attorney for the Sponsor.

Transfer Taxes and Recording Fees

Fees for recording the Unit Deed and any mortgage the Purchaser obtains to finance the purchase of his or her Unit are stated in this section. The current recording fees of $42.00 for each instrument including the first page, plus $5.00 per each additional page including cover sheets, a filing fee of $125.00 for the accompanying RP5217NYC form, and any service fees charged by Purchaser's title insurance company in connection with such recordings and filings shall be payable by Purchaser.

Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non- payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and fees paid by Purchaser for Sponsor's attorney (the "Consideration"). The purchase prices of any units —*e.g.* Storage Units– bought simultaneously or within 36 month of the purchase of any other Unit are aggregated to the determine the Consideration. The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the Consideration if such Consideration is $500,000.00 or less, and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit is currently $2.00 for every $500.00 or part thereof (.4%) of the Consideration if the purchase price is below $3,000,000, but 0.65% if the purchase price is $3,000,000 or more. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Add the rates for RPT and NYS Tax. The result will be "Total Tax Rate"

(ii) Divide Consideration by 1 minus Total Tax Rate. The result will be "Total Consideration"

(iii) To compute RPT due, multiply Total Consideration by the RPT rate

(iv) To compute NYS Tax due, multiply Total Consideration by NYS Tax rate

Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers of residential property (the "Mansion Tax"). The Mansion tax applies to the purchase of the Residential Units and any Storage Units that may be purchased in conjunction therewith, with the Purchase Prices of the Storage to be aggregated to the Purchase Price of the related Residential Unit. The Mansion Tax rate varies as follows:

- 1% of the consideration for a Unit (or where the consideration for the Unit is $1,000,000 or more, but less than $2,000,000;
- 1.25% where the consideration is $2,000,000 or more, but less than $3,000,000;
- 1.50% where the consideration is $3,000,000 or more, but less than $5,000,000;
- 2.25% where the consideration is $5,000,000 or more, but less than $10,000,000;
- 3.25% where the consideration is $10,000,000 or more, but less than $15,000,000;
- 3.50% where the consideration is $15,000,000 or more, but less than $20,000,000;
- 3.75% where the consideration is $20,000,000 or more, but less than $25,000,000; and
- 3.90% where the consideration is $25,000,000 or more.

Purchasers will be obligated to pay the Mansion Tax at closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of 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.

Mortgage Related Costs

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

Common Charges and Real Estate Tax Adjustments

All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the Closing Date.

It is possible that Units may not be separately assessed for real estate taxes by each Unit's closing date. In such event, the adjustment for real estate taxes will be based on the Unit's proportionate share of the real estate taxes for the Property, which shall be obtained by multiplying the taxes payable on account of the Property for that year by the Common Interest attributable to the Unit.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article IX, Sections 9.2. and 9.9 of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due for any period for which Sponsor collected escrows are lower than the amount collected and held in escrow, the Board of Managers shall pay the Unit Owners their proportionate share of any excess. If the Sponsor collected then Sponsor has to pay or if the Board collected then the Board has to pay.

Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes for the unsold Units.

Closing Counsel Fees

Sponsor's Condominium Counsel's legal fee in the amount of $4,500.00 per Retail Unit or Residential Unit —or $2,000.00 for a Storage Unit without simultaneous closing of Retail or Residential Unit– must be paid by all Purchasers. The following additional charges may apply:

i. $1,000 per Storage Unit simultaneously purchased;
ii. $750.00 if, at Purchaser's request, the Closing is not held in New York County;
iii. $500.00 for each adjournment of the Closing;
iv. $1,000.00 to attorneys for Sponsor for the preparation of a letter of default; and
v. $2,000.00 for preparation of Interim Lease Agreement.

Professional Fees

Purchaser shall have sole responsibility for payment of all professionals, including attorney(s), employed or retained by Purchaser.

Working Capital and Reserve Fund Contribution

Purchasers will be required to pay at Closing an amount equal to one (1) month of common charges as a contribution to the condominium for working capital and one (1) month of common charges as a contribution to the condominium reserves.

Example of Typical Closing Costs for Residential Units

The following is a numerical example of all closing costs for a Residential Unit —including the purchase of a Residential Unit with the simultaneous purchase of a Storage Unit by the same deed– based on the presumptions set forth below and assuming current rates and charges. Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs with a purchase price of $2,595,000 for the Residential Unit plus $32,000 for the Storage Unit for a total of $2,627,000 and assuming a mortgage of $1,946,250 will be approximately:

Title Insurance Fee:	$ 9,943.00
Loan Premium:	$ 1,897.00
Endorsements	$ 200.00
Transfer Taxes - New York State:	$ 10,625.00
Transfer Taxes - New York City:	$ 38,117.94
Mansion Tax:	$ 33,305.44
Mortgage Recording Tax:	$ 37,434.35
Recording and Filing Fees:	$ 515.00

Search Fees:	$ 680.00
Other Fees:	$ 165.00
Sales Tax on Searches and Other Fees	$ 74.99
Working Capital Contribution	$ 1,238.74
Condominium Reserves Contribution	$ 1,238.74
Sponsor's Attorney's Closing Fee:	$ 5,500.00
Total Estimated Closing Costs:	$ 140,935.20

The entire contents of this section entitled "Unit Closing Costs and Adjustments" as the same may be revised or amended shall be deemed incorporated in the Purchase Agreement for each Unit.

Example of Closing Costs for the Retail Unit

The following is a numerical example of all closing costs for the Retail Unit based on the presumptions set forth below and assuming current rates and charges. Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs with a purchase price of $2,500,000.00 without mortgage financing will be approximately:

Title Insurance Fee:	$ 9,501.00
Endorsements	$ 50.00
Transfer Taxes - New York State:	$ 16,250.00
Transfer Taxes - New York City:	$ 65,625.00
Recording and Filing Fees:	$ 544.00
Search Fees:	$ 600.00
Other Fees:	$ 165.00
Sales Tax on Searches and Other Fees	$ 67.89
Working Capital Fund:	$ 1,157.48
Condominium Reserves Contribution	$ 1,157.48
Sponsor's Attorney's Closing Fee:	$ 4,500.00
Total Estimated Closing Costs:	$ 99,617.85

The entire contents of this section entitled "Unit Closing Costs and Adjustments" as the same may be revised or amended shall be deemed incorporated in the Purchase Agreement for each Unit.

Rights and Obligations of Sponsor

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner rather than rent after the plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units necessary to declare the plan effective. Three (3) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor.

Indemnification

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions under the Plan and applicable law with respect to the Offering. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings.

The Condominium shall assume the performance of all obligations under the labor, service, and maintenance agreements (including payment obligations) of the Sponsor, if any, accruing on or after the date of closing of title to the first Unit pursuant to the Plan, in effect on such date which have been assigned to the Condominium pursuant to the Plan, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising of or with respect to such agreements or with respect to the Property accruing on or after such date not caused by the actions of the Sponsor-controlled Board of Managers.

Sponsor's Obligations Survive

All representations under the Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Plan that are to be performed subsequent to the Closing Date will survive delivery of the deed.

The obligations set forth in the Plan contain all the obligations of Sponsor under the Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements or under applicable law. Sponsor makes no warranties other than as set forth in the Plan. The obligations of Sponsor under this section shall survive the delivery of the Unit Deeds to the respective Unit Owners for the respective time periods indicated herein. Sponsor shall not be liable for, nor obligated to defend, any suits or claims with respect to any Unit, arising out of any occurrence taking place on or after the date of the closing of title to such Unit, or the leasing thereof to any Purchaser or, with respect to the Common Elements or Limited Common Elements, Sponsor shall not be liable for, nor obligated to defend, any action arising out of any occurrence taking place on or after the date of the First Unit Closing, except for suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Plan. Sponsor will indemnify and hold the Board of Managers

and the Unit Owners harmless from any such suits or proceedings arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Plan.

The obligations of Sponsor under this section with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners unless the Board of Managers fails to give written notice to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Board of Managers. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board. Sponsor agrees that during the Sponsor Control Period it will in its capacity as the Board enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the board, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue.

Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that during the Sponsor Control Period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

Notwithstanding any disclosure to the contrary in this Plan, Sponsor reserves the right to cause the Condominium Board not to bill Common Charges to any Unit Owner for so long as Sponsor pays the actual Condominium expenses, in lieu of Common Charges (the "Common Charge Delay Period"). In the event that Sponsor makes such election: i) Common Charges will not be assessed by the Board of Managers to any Unit Owners, ii) Sponsor shall disclose such information in an amendment to the Plan, and shall set forth the anticipated length of the Common Charge Delay Period; iii) Sponsor shall provide at least thirty (30) days written notice of the expiration of the Common Charge Delay Period and shall disclose such notice in an amendment to the Plan; (iv) during any such Common Charge Delay Period, the Sponsor will timely pay all expenses due by the Condominium, including insurance premiums and utility charges, but not including individual Unit Owner expenses such as real estate taxes and utility charges; (v) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (vi) the Sponsor shall remain obligated to update the budget for

the Condominium, as provided in the governing regulations. Any budget line items that are funded solely through the collection of Common Charges will only commence to be funded on such date that the Common Charge Delay Period expires.

Sponsor reserves the right to use its majority vote on the Board to cause a refund to be issued to Unit Owners, including Sponsor, for Common Charges collected pursuant to an annual Condominium operating budget which are in excess of actual Condominium operating expenses. While Sponsor has a majority vote on the Condominium Board of Managers, Sponsor may exercise the right to issue refunds, provided, however, such refund may only be effectuated if an independent certified accountant, as part of its preparation of the yearly annual statement for the Condominium, has determined that a refund is warranted based on an excess payment of Common Charges by Unit Owners over actual expenses for the Condominium and has determined the amount of such refund as part of its annual review. The amount of funds considered to be "over budget" will be refunded to Unit Owners on a pro rata basis in accordance with each Unit's Common Interest Percentage and for so long as the Unit Owner has been a Unit Owner in the Condominium; any reserve fund or contingency fund line item in the budget shall not be refunded. Purchasers should note, however, that refunding Common Charges may cause Unit Owners to be subject to assessments in the future.

Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Prior to the First Closing, the Building will be insured by the Sponsor; after the First Closing the Building will be insured by the Condominium. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium. A person in possession who is not an owner cannot insure the Unit since they have no ownership interest, and the Unit cannot be doubly insured. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing to the extent that such loss is not covered by the Condominium's insurance.

Restoration after Casualty

The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a

reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor.

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 not 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 Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, 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. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title, *i.e*. via an interim lease, he or she will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

Dissolution of Sponsor

In the event of the dissolution or liquidation of the Sponsor or the transfer by Sponsor of ten (3) or more Residential and/or Retail Units or any combination of Units aggregating to twenty percent (20%) or more of Common Interest in the Condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

Completion of Construction

Sponsor is obligated to build and complete the Condominium in accordance with the Building Plans and Specifications identified in the Plan, subject to Sponsor's right to substitute equipment or materials of Equal or Better Quality for construction and design and make modifications in layout or design; provided however, that Sponsor may not:

(i) Substitute equipment or materials of lesser quality or design; or

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

Sponsor will install carbon monoxide detectors as required in all New York City multiple dwellings.

Certificate of Occupancy

For completion, we note that the current renovation of the Building does not require and it is not subject to the issuance of a new Certificate of Occupancy. Since the use and means of egress of the Building are them same before and post-renovation, there is no requirement for a new Certificate of Occupancy and the existing one, issued in 1981 (precise date illegible) No. 81846, remains in effect and is enclosed with this Plan.

Lot Line Windows

Attention is called that all lateral windows of the Building —i.e., all windows that are not facing the street or the rear of the Building– are designated as *lot line windows.* In essence, this means that these windows may be required to be closed and sealed off forever if the adjoining properties are developed or further developed.

Warranties of Construction

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statue applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime. As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF

LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors, however the terms of the warranties may expire prior to Purchaser's closing date. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

In addition, in no event shall Sponsor be responsible for any condition resulting from normal wear and tear or natural deterioration of from the normal shifting or settling of the Building, or for any defects of insubstantial nature, including but not limited to partial or total death of any landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking due to weather, door warpage, tile, marble and granite grouting, separation in joints of tile, marble, granite or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air filtration from windows, and consequential damage resulting from settlement or normal plumbing, heating and air conditioning, noises, or carpet discoloration and stretching. In addition, Sponsor shall not be responsible for paint touch-ups, or for repair of chips, mars, breaks or other defects in window sashes, electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets (if any), cabinets, countertops, vanity tops and bases, doors, mirrors, hardware, flooring or appliance cabinets, unless notified of any such defect therein prior to closing of title to the Unit in question or the leasing of the Unit to the Purchaser thereof and Sponsor agreed to repair such items. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

In the event of a patent or latent defect, Sponsor must be notified of the defect in writing by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if the defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from the first Residential Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified

within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guarantee or warranty given by it in connection with work performed at the Property. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any defect or condition in any Unit, the Common Elements, or the Building or in any installation, apparatus, fixture or appurtenance. The foregoing provisions set forth Sponsor's entire responsibility with respect to corrections and repairs and none other shall be implied.

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agent's access to Units and the Common Elements at the request of Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Plan.

References in this Section or elsewhere this Plan to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work, renovation or rehabilitation or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in the Architect's Description of Property and Specifications enclosed in Part II of this Plan.

The Sponsor reserves the right to amend the Plans and Specifications and to make changes in the materials, appliances, equipment, and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by the Purchaser for his Unit without affecting Units previously sold. Changes or substitutions in materials, appliances, fixtures and equipment may also be made by the Sponsor provided that such substitutions are of equal or better quality. However, the Sponsor may not change the size, the location of the Building, other capital improvements, or the Common Elements if any such change materially adversely affects the value of any Unit either to which title has closed, or for which a Purchase Agreement has been executed and is in effect, unless all of the directly affected Unit Owners consent in writing to such change and all directly affected contract vendees are given the right to rescind and receive a refund of their Deposits. All the foregoing amendments, modifications and changes to the Plans and Specifications may not be made without a duly filed amendment to this Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of immaterial

variations in the dimensions or arrangement of rooms, walls or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Plan.

Except as otherwise provided in this Plan, where alternatives are specified or where a particular practice, method, or design of construction, equipment, material or supply is not specified, the choice and decision of the Sponsor shall be determinative.

Inspection Statements

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the residential units or the Building generally and/or building materials;

- defects of an insubstantial nature such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;

- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;

- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;

- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;

- non-material deviations in the floors' levelness, buckling, gapping or sinking due to

expansion and/ or shrinkage and/ or movement;

- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;

- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including cellar boilers, condensing units, exhaust fans, elevator machine rooms and equipment, potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;

- negligible floor noises and creaking;

- minor carpet or floor discoloring or stretching;

- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;

- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other minor defects in each of the following: windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;

- non-material variations in tone or color of marble or stone or slight floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;

- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;

- minor ponding and/or controlled drainage on terraces or balcony surfaces;

- television, radio or other telecommunications reception;

- slight discoloration to hardware or plumbing finishes;

- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;

- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;

- non-material scratches on window frames or glass;

- any other minor imperfection or minor defect, except as expressly warranted pursuant to this Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Completion Free of Liens

Sponsor will pay or cause payment to all contractors, subcontractors, materialmen, and all others involved in the construction, establishment, and sale of the Units for all authorized and proper work performed and fixtures, material, and equipment supplied or installed in the construction of the Building, and will cause all mechanics liens arising out of the construction of the Building or the furnishing or installation of fixtures or equipment to be discharged or bonded promptly after any lien is filed.

Sponsor Documents to be delivered to the Board of Managers:

Sponsor shall provide each to the Board of Managers on or before termination of the Sponsor Control Period:

- Final as-built drawings;
- Operations and maintenance manuals for mechanical equipment;
- Electronic system manual;
- Re-commissioning manual;
- Equipment warranties;
- Manufacturer's roof warranty;
- Major equipment start-up sheets and control system as-built;
- Original test and balance report for HVAC system; and
- Post-construction indoor air quality report.

At Closing, Sponsor will deliver and assign to Purchaser any manufacturers' warranties (to the extent available and assignable) with respect to any equipment and appliances installed by Sponsor in the Unit and the receipt by Purchaser of any subcontractors' warranty certificates for heating and

plumbing relating solely to the Unit, if any, to the extent made by such subcontractors and to the extent such warranties are available. Sponsor will also assign to the Board of Managers any warranties available and assignable with respect to all equipment and appliances and heating, plumbing and roofing installed in the Common Elements.

Plan, Exhibits, Documents

Sponsor agrees to keep copies of the Plan, exhibits and documents referred to in the Plan on file at its office or at another designated place for a period of six (6) years from the date the Declaration is recorded.

Sponsor's Rights of Access; Alterations

Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of this Plan and to ensure Sponsor's rights and obligations hereunder. Sponsor is obligated to repair any damages caused as the result of the foregoing work. Sponsor will not interfere with a Unit Owner's reasonable use of his or her Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Sponsor's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

The quality of construction shall be comparable to construction standards customary in the particular trade and in accordance with the Plans and specifications. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Unit Owners. In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to nail pops, ridging on sheet rock walls, lumber shrinkage, any consequential damage resulting from settlement or normal plumbing and heating noises. Subsequent to the conveyance of title to a Unit, other than those items listed in the Inspection Statement which Sponsor will be obligated to repair in a reasonable amount of time after

closing, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or Formica chips and scratches in tubs, vanities or countertops. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Condominium and Sales Costs and Expenses

Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with establishment of the Condominium, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all Units held or owned by Sponsor (except for costs specifically made payable by Purchasers under this Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Plan and amendments thereto.

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to Units not sold to Purchasers (for so long as Sponsor owns the same),and for its obligations with respect to relinquishing control of the Board of Managers, as hereafter set forth, the foregoing Section sets forth the entire extent of the obligations of Sponsor hereunder and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreements or under applicable law.

Interim Leasing, Renting and Use of Unsold Units by Sponsor

Sponsor reserves the right, following the recording of the Declaration of Condominium and prior to the closing of title to any Unit, to lease such Unit to a prospective Purchaser who has executed a Purchase Agreement and paid the requisite Deposit, pursuant to an Interim Lease between Sponsor and Purchaser. Any such Interim Lease will provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the Interim Lease will constitute a default under the license entitling Sponsor, at its sole option, to immediately terminate the license. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any Interim Lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein.

Sponsor or Successor Sponsor may use or occupy for itself or its agents, or (after the First Unit Closing) to rent or license to a tenant who is not a Purchaser for such fee and upon such terms as are agreed to between the parties, any Unit not conveyed or with respect to which a Purchase Agreement

is not then outstanding. Sponsor will notify Purchasers of Units that have been previously occupied or that are then occupied, of such occupancy, prior to the execution of a Purchase Agreement. Such Unit will be delivered at the Closing, free and clear of any occupants and licenses, unless the tenant or occupant is the Purchaser or unless the Purchase Agreement indicates that the Unit shall be sold subject to a license, a copy of which shall be annexed to the Purchase Agreement. There shall be no obligation of Sponsor or Successor Sponsor to decorate, refurbish or in any way repair such Unit.

Control by Sponsor

Sponsor reserves the right to control the Condominium Board of Managers for a period of time until the earlier to occur of (a) sixty (60) days after the date by which one hundred percent (100%) of the Units have been conveyed to Unit Purchasers; or (b) five (5) years after the date the first Unit has been conveyed to a Unit Purchaser (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board prior to the expiration of the Sponsor Control Period. A meeting will be held to elect the new board members that are unrelated to Sponsor within thirty (30) days of the expiration of the Sponsor Control Period. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Board of Managers.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Plan that are being offered herein. Unless this Plan is abandoned, Sponsor will endeavor in good faith to sell Units rather than rent after the plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Three (3) Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor. The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board, Purchasers for their own occupancy may never gain control of the Board. Owner-occupants and non-resident owners, such as Sponsor may have inherent conflicts on management of the Condominium.

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

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Plan, without the consent of a majority in aggregate Common Interest of all Unit Owners (other than Sponsor voting as a Unit Owner) present at a duly called meeting of the Unit Owners or expenses required:

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work ordered by an insurer; or
(iv) any matter affecting the health or safety of the occupants of the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

As long as Sponsor or Successor Sponsor shall own one or more Units, the Board may not, without the prior written consent of Sponsor or Successor Sponsor, in the sole discretion of the Sponsor or Successor Sponsor: (i) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or Successor Sponsor; or (ii) interfere with the offer, sale or leasing of Units, or construction within the Unit or Units belonging to Sponsor or Successor Sponsor, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the Property or any Unsold Unit, as determined by Sponsor or Successor Sponsor, as the case may be.

Notwithstanding anything to the contrary contained herein, for a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in Common Interest, the Sponsor's prior written consent shall be required in order to amend either this Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (provided, however, Sponsor will not unreasonably withhold consent to additions to the condominium reserve account to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iv) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law or regulation, to remedy any notice of violation, to comply with any work order of an insurer, or any matter affecting the health or safety of the occupants of the Building. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan.

Board of Managers

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of three (3) persons. However, the Board will initially consist of three (3) persons designated by Sponsor. The initial members of the Board will be Thomas Guss, who is one of the principals of the Sponsor, and two other persons to be designated no later than First Closing by Sponsor and disclosed in the Post-Closing Amendment.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the First Unit Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of three (3) persons elected by the Unit Owners. However, as long as Sponsor or Successor Sponsor owns a Unit, it will be entitled to appoint one (1) member of the Board. Each Unit Owner, including the Sponsor or Successor Sponsor, shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners.

The Unit Owners' annual meetings shall be held on or about the anniversary of the date of the first annual meeting. Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Special meetings of the Board of Managers shall be held when called by the President of the Board of Managers as directed by the Board of Managers or upon a petition signed by Unit Owners representing a majority in interest of the Common Elements having been presented to the Secretary of the Board.

After the Sponsor Control Period, each of the members of the three (3) member Condominium Board will generally serve for three years but on a stagger to prevent, where possible, that more than one seat be up for election every year. To this end, if three seats are up for election, the candidate with the most votes shall serve for three years; the candidate with the second most votes shall serve for two year; and the candidate coming third shall serve for a single year. Likewise, if there are two seats for election, the candidate with the most votes shall serve for three years and the one coming second shall serve for two. If there is a single seat for election, the winning candidate shall serve for a three-year term.

Members of the Board of Managers, except for those members elected by the Sponsor, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner to be eligible

for election. Except for a member of the Board of Managers designated by Sponsor or Successor Sponsor, members of the Board may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%). Board members elected by the Sponsor or Successor Sponsor may only be removed for cause by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%). In the event of such removal, the Sponsor or Successor Sponsor shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. No members of the Board of Managers will receive any compensation from the Condominium for acting as such.

The Board will be responsible for management and maintenance of the Condominium. It will have the powers and duties necessary for the administration of the affairs of the Condominium and may perform any act necessary to accomplish this, as long as it is consistent with the Declaration, By-Laws, and applicable law. Such acts include (a) determination, collection, and enforcement of the obligations of Unit Owners to pay Common Charges; (b) employment and dismissal of personnel; (c) providing for insurance with respect to Common Elements; (d) adoption of rules relating to use and operation of the Property; (e) hiring of a managing agent and contractors and service companies in connection with the performance of the Board's responsibilities; (f) establishing an operating budget for the Condominium; (g) maintaining and making all required repairs and replacements to the portions of the Property which is the responsibility of the Board to maintain and replace; and, (h) on behalf of the Unit Owners, incurring debt on such terms and conditions as the Board will agree to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes (the repayment of any and all such debt may be secured and paid as provided in Section 339-jj of the New York Real Property Law).

Members of the Board will have no liability to the Unit Owners or third parties for errors of judgment, negligence, or otherwise, except for errors constituting willful misconduct or bad faith. The Unit Owners will severally indemnify the members of the Board against any liability or claims except those arising out of their bad faith or willful misconduct, but the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. In order to limit the liability of the Unit Owners and the members of the Board, any contract or other commitment made by the Board will state that it is made by the Board only as agent for the Unit Owners, that the members of the Board will have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Common Interest such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Any provisions that give Sponsor control of the enforcement of the sponsor's obligations are not lawful. If there are non-Sponsor members of the Board, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that matter.

Since the Condominium By-Laws do not require that a majority of the Board be owner-occupants

who are unrelated to Sponsor after Sponsor relinquishes control, Purchasers for their own occupancy may never gain control of the Board and owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium.

Officers

The principal officers of the Condominium shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Secretary shall be empowered to take and keep minutes and of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Amendments to Declaration and By-Laws; Termination of Condominium

The By-Laws may be amended at any Unit Owners' meeting provided (a) the notice of meeting contains a full statement of the proposed amendment, (b) the amendment is approved by sixty-seven percent (67%) of the Unit Owners in number and in Common Interest at a duly called meeting of Unit Owners and (c) the amendment is duly recorded as an amendment to the Declaration and By-Laws; provided, however, that any amendment to the By-Laws that is material in nature must be approved by at least fifty-one (51%) of the Registered Mortgagees. No amendment may affect a Unit Owner's interest or the interest of a mortgage holder in a Unit or adversely affect the Sponsor's rights.

The Declaration may be amended by the Board of Managers upon a vote of sixty-seven percent (67%) of the Unit Owners in number and in Common Interest held at a duly called meeting of Unit Owners provided, however, that any amendment to the Declaration that is material in nature must be approved by at least fifty-one (51%) of the Registered Mortgagees.

The Condominium may not be terminated unless at least eighty percent (80%) of the Unit Owners in Common Interest and at least fifty-one (51%) of the Registered Mortgagees, if any, of the same Units agree to the withdrawal of the Property from the provisions of Article 9-B of the Real Property Law. The Sponsor or its nominee will not cast any of its votes for withdrawal unless sixty-seven percent (67%) or more of the Unit Owners and at least fifty-one (51%) of the Registered Mortgagees other than the Sponsor so vote, in which event the Sponsor will be free to cast its votes either for or against withdrawal.

Notwithstanding anything to the contrary contained herein, approval of the Registered Mortgagees or Registered Guarantors may be implied when the Registered Mortgagee or Registered Guarantor fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Rights and Obligations of the Unit Owners and the Board of Managers

Sale or Lease of Units by Unit Owners Subject to Right of First Refusal

Tenants of any lease of a Unit 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 or the New York City Rent Stabilization Code, as such laws are presently in effect.

Other than a sale or lease by Sponsor, a successor of Sponsor, a registered mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board's right of first refusal. See Article XII of the By-Laws.

Storage Units may only be sold or transferred in conjunction with the sale or transfer of a Residential Unit or Retail Unit, or to the owner(s) of a Residential Unit or the Retail Unit, or to the Board of Managers. Storage Units may not be leased or licensed for use, except to owners of Residential Units or the Retail Unit or residents of the Building.

The selling or leasing of Residential Units and the Selling of Storage Units is subject to the right of first refusal of the Board of Managers, as set forth below. Storage Units may only be leased to existing Unit Owners and residents. The Retail Unit is subject to the Board of Manager's right of first refusal, but the Retail Unit Owner is charged with notifying the Board of any such transaction and suffer any cost, liability or expense incurred by delay in providing notice.

Any contract to sell a Unit, together with the Appurtenant Interests, and any lease of any Unit other than for the leasing of the Retail Unit, or for the leasing of Storage Units to Residential Unit owners or residents, ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE

SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers, or its designee, by certified or registered mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board may reasonably request.

The Board of Managers may elect not later than thirty (30) days (in the event of a proposed sale) and ten (10) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the offered Unit, as the case may be, on behalf of all Unit Owners upon the same terms and conditions as were contained in the sale lease agreement, except that, upon tendering the down payment (in the event of sale) or security deposit and first rent (in the event of a lease), the Board may (x) assign the sale or lease agreement to a Unit Owner, regardless of any provision in the agreement to the contrary; and (y), in the event of a sale, the Board may adjourn the closing date for up to sixty (60) days beyond the intended closing date, provided the Board pays the seller's Common Charges, real property taxes, and mortgage interest attributable to the adjournment period; and (z) if the Board deposits a down payment toward a purchase, but the Unit Owners thereafter vote not to close on the purchase, the only remedy of the Offeree shall be appropriation of the down payment, regardless of any other remedies in the agreement. The Board of Managers may deposit or pay, as the case may be, any funds necessary to carry out all acts prior to closing. However, the Board of Managers shall not close on the purchase of a Unit without the prior approval of the Unit Owners by majority vote. If a quorum cannot be gathered to vote on the purchase and the Board is at risk of losing its down payment, the Board may approve the sale by itself and proceed to closing.

In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree shall be free to consummate the transaction embodied in the sale agreement or lease agreement free of the right of first refusal.

The Board of Managers shall 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 in exercising its right of first refusal set forth herein.

Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely

impact the rights of a mortgagee or its assignee to:

i. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
ii. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
iii. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this subsection conflicts with (a) through (c) above, the rights of Registered Mortgagees as set forth herein shall control.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage his or her Unit, provided that (i) the mortgage shall be substantially in the form of the New York statutory form of mortgage, (ii) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note, (iii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed, and (iv) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. Notwithstanding the foregoing, the Sponsor and Successor Sponsor shall have the right to mortgage their Units without restriction or limitation, but any such mortgage shall contain the representations in clauses (iii) and (iv) of this paragraph (if applicable). The Unit Owner will be responsible for interest and amortization payments on the mortgage encumbering such Unit Owner's Unit. A Unit will not be subject to the lien of any mortgage placed by other Unit Owners on their Units.

Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners from time to time and at least once a year. Based upon such budget and any modifications thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage of interest in the Common Elements. The Board of Managers may commence the collection of Common Charges upon the closing of title to the first Unit or thereafter in such amount as will be necessary to carry out the duties of the Board of Managers, as set forth in this Offering Plan. Such Common Charges shall be paid by the Unit Owners and by Sponsor as Owner of Units that have not been sold to bona fide Purchasers. Each Unit Owner will be responsible to pay the Common Charges allocable to his or her Unit monthly in advance on the first day of each month, commencing with the closing of title to his or her Unit. Common Charges assessed during the month in which title closes shall be adjusted between the Purchaser and the Sponsor as of the Closing Date, if collection of Common Charges has commenced on or before said date.

The Common Charges assessed by the Board of Managers, in addition to covering the cost of repairing

and maintaining the Common Elements including but not limited to, fire and liability insurance covering the Condominium, electricity for the Common Elements, water, audit and legal expenses and reserves for capital expenditures, may include, in the discretion of the Board of Managers, other reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

The Common Charges will not include maintenance, repairs or decoration of any Units or portions thereof (except for structural repairs), payments required pursuant to the terms of any Unit Owner's mortgage, or real estate taxes covering the individual Units.

The liability of each Unit Owner for the payment of the Common Charges thereafter assessed or becoming due against his or her other Unit, shall terminate upon a permissible sale, transfer or other conveyance of such Unit together with the appurtenant interest in the Common Elements made by him or her in accordance with the applicable provisions of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey his or her Unit together with the appurtenant interest to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, and in such event shall be exempt from Common Charges thereafter assessed. A Purchaser of a Unit shall be required by the Board of Managers to pay unpaid Common Charges assessed against the Unit prior to his or her acquisition, except that a mortgagee acquiring title to the mortgaged Unit or a Purchaser at a foreclosure sale shall not be liable for such charges and the Unit shall not be subject to a lien for the payment of the Common Charges assessed prior to the acquisition of title thereto by a mortgagee or Purchaser at a foreclosure sale. However, such mortgagee or Purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title. After the Board of Managers files a lien for unpaid Common Charges and in the event the lien is foreclosed by the Board of Managers, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the unpaid balance shall be charged to all Unit Owners as a Common Expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all the expenses of the sale, the surplus shall be paid to the Unit Owner.

Pursuant to Section 339-z of the Condominium Act, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Under Section 339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the City Register, and until all sums secured thereby, with the interest accrued thereon at twelve percent (12%) per annum shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien. Sponsor will cause the Board of Managers to file a lien, as provided in Section 339-aa of the Condominium Act, on Units in which a Purchaser is more than ninety (90) days in arrears of Common Charges while it is in control of the Board of Managers.

Sponsor will cause the Board of Managers to file a lien, as provided in section 399-aa of the Condominium Act, on Units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers.

Pursuant to Section 339-kk of the Condominium Act, if a non-occupying owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rental payments from the tenant shall be directly payable to the Condominium Association.

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 a timely written notice to the tenants, the non-occupying owner, the Registered Mortgagee, and the Registered Guarantor, 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 of Managers may elect not to require that rental payments be made payable to the Condominium. 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 (3) 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 Condominium'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 (30) days of the date that such Board receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. 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.

Notwithstanding the foregoing, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. If the Condominium Associations lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Sponsor reserves the right to cause the Condominium Board not to bill Common Charges to any Unit Owner for so long as Sponsor pays the actual Condominium expenses, in lieu of Common Charges (the "Common Charge Delay Period"). In the event that Sponsor makes such election: i) Common Charges will not be assessed by the Board of Managers to any Unit Owners, ii) Sponsor shall disclose such information in an amendment to the Plan, and shall set forth the anticipated length of the

Common Charge Delay Period; iii) Sponsor shall provide at least thirty (30) days written notice of the expiration of the Common Charge Delay Period and shall disclose such notice in an amendment to the Plan; (iv) during any such Common Charge Delay Period, the Sponsor will timely pay all expenses due by the Condominium, including insurance premiums and utility charges, but not including individual Unit Owner expenses such as real estate taxes and utility charges; (v) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (vi) the Sponsor shall remain obligated to update the budget for the Condominium, as provided in the governing regulations. Any budget line items that are funded solely through the collection of Common Charges will only commence to be funded on such date that the Common Charge Delay Period expires.

Repairs

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, in or to (a) any Unit including Limited Common Elements to the Unit (other than to the Common Elements contained therein), will be made by the Unit Owner at the Unit Owner's sole cost and expense; and (b) in or to the Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense.

All maintenance, repairs and replacement of the Common Elements of the Property, including, but not limited to, exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner to whom the Common Element is restricted in use, in which event the cost and expense shall be assessed to and paid for by such Unit Owner. All repairs, replacements, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to any generally visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a Unit Owner fails to make any maintenance replacements or repair, which maintenance, replacements or repair is necessary to protect any of the Common Elements, any other Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance, replacements or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, replacements, and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs, replacements or maintenance to his Unit or for repairs to any Common Elements restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit to compel payment. In the event the Board of Managers brings a suit, the Unit Owner shall be liable for the

reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The interior glass surfaces of all windows located in the Units are to be cleaned at the Unit Owner's expense. The exterior surfaces of all Unit windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Unit shall be replaced by the Unit Owner at the Unit Owner's sole cost and expense, unless such breakage was caused by the Board of Managers or its agents, in which case replacement shall be made by the Board of Managers at its sole cost and expense. Entrance doors to Units and the roof of the Building shall be maintained and repaired by the Board of Managers unless the damage thereto was caused by a Unit Owner in which case the Board of Managers shall make the repair and charge the Unit Owner accordingly.

The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. No prior notice shall be required if the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or its residents or to avoid the suspension of any necessary service.

Each Unit Owner be responsible for all ordinary repairs and maintenance of their Limited Common Elements —including the rooftop terrace appurtenant to Unit 10– at such Unit Owner's cost and expense. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Owner of a Unit to which such Limited Common Element is appurtenant, or its tenants, guests and/or invitees, shall be performed by the Board of Managers at the cost of such Unit Owner.

Additions, Alterations and Improvements

No Unit Owner shall make any addition, alteration, repair or improvement in his or her Unit, Limited Common Elements, or to the Common Elements appurtenant to his or her Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity

of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee (if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as otherwise provided with respect to alterations by the Sponsor or Successor Sponsor, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

Prior to and as a condition of granting consent to the making of an alteration, addition, repair or improvement to a Unit, the Board of Managers may require the Unit Owner to deliver plans and specifications to the Board of Managers and to execute an agreement in the form required by the Board of Managers, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation the days and hours during which the work is to be done. The Unit Owner shall also provide the Board of Managers, if required, with a copies of all insurance policies in the form required by the Board of Managers insuring all work to be performed by the Unit Owner and naming the Condominium and mortgagee, if applicable, as an additional insured.

Notwithstanding the foregoing, there are no additional requirements in the by-laws regarding aesthetic controls or architectural restrictions for additions, alterations or improvements to individual units.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance, including water damage, insuring the Building, including all of the Units and the bathroom and kitchen equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein (but not including wall, ceiling or floor decorations or coverings, or furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners), covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavations, pilings and foundations). Each of such policies shall contain a New York Standard Mortgagee Clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payable provisions in favor of the Board of Managers hereinafter set forth, and such other insurance as the Board of Managers may determine.

The amount of fire insurance to be maintained on the Building upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will not be less than one hundred percent (100%) of replacement value of the Building. The Board of

Managers shall review the amount of fire insurance annually. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy.

The Board of Managers will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire, casualty or condemnation see Article Seven of the By-Laws which provides, among other things, for Unit Owners' approval to reconstruct in the event seventy-five percent (75%) or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on his Unit. The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board of Managers.

The comprehensive general liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, will have a limit of $1,000,000, covering all claims arising out of any one occurrence in the Common Elements and a limit of $2,000,000 in the aggregate, a portion of which may be covered via an umbrella policy.

The cost of all such insurance shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers may also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all officers and employees of the Condominium who handle Condominium funds; (2) worker's compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, comprehensive general liability insurance covering each Member of the Board of Managers and each Unit Owner for such amounts as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year. See Schedule B for the estimated cost of insurance for the Condominium for the first year of operations.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the Unit Owners, and Registered Mortgagees and Registered Guarantors. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the current policies.

In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

Restrictions on Occupancy and Use

Restrictions on and conditions for occupancy of Units appear in the House Rules appended to the By-Laws in Part II of the Plan. In addition, the Residential Units will be restricted to residential uses as well as "home occupation" uses as defined in the Zoning Resolution in Section 12-10. Home occupations cannot have more than one (1) employee and not more than twenty-five percent (25%) of a Unit's space may be dedicated to such use.

A summary of some of the house rules governing the occupancy and use of Units follows:

Owners of a Unit, members of their families, their employees, guests and their pets shall not use or permit the use of the Premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. Sponsor shall not use or permit the use of the Premises in any manner which would be illegal.

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of his or her Unit.

No Unit Owner or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable combustible or explosive fluid, material, chemical or substance, except for normal household use.

No Unit Owner shall make or permit any disturbing noises in his or her Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any vocal or musical instrument or operate or permit any loud speakers to be operated in such Owner's Unit between the hours of 9:00 PM and the following 8:00 A.M. if the same disturbs or annoys other occupants of the Building.

No garments, rugs, etc., shall be hung from the windows or from any part of the Building or balconies or clotheslines strung, on, across or over the Common Elements or the Limited Common Elements (including any irrevocably restricted areas).

No sign of any kind shall be displayed to the public view on or in any Unit.

No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals shall be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building includes, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made

promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit.

No Unit Owner shall leave or permit any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas or to be left on the terraces, unless in a place specifically designated for same, by the Board of Managers or the Managing Agent.

A late payment of $300 shall be assessed on any Unit Owner who fails to pay any amount due timely, regardless of whether it involves periodic common charges, a fine, or any other charge.

The elevator counter-weight shaft, located adjacent to one of the bathrooms in every Residential Unit shall not be access by anyone, except for repairs or inspection sanctioned by the Board of Managers or the managing agent.

The provisions set forth above shall not be applicable to the Sponsor, however Sponsor must still comply with applicable laws. For so long as Sponsor owns at least one Unsold Unit, the Sponsor and its nominees and agents shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Building or elsewhere throughout the Property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective Purchasers, to utilize the Common Elements and without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to market and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The Sponsor shall have the right to use Common Elements and Limited Common Elements in the construction, repair or otherwise in connection with the building and maintenance of the Building.

The Board of Managers shall sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers. However, Sponsor shall not make any material changes to the Condominium without a duly filed amendment to the Plan.

Compliance with By-Laws and House Rules

Rules and regulations concerning the use of the Property and Units may be promulgated and amended from time to time by the Board of Managers, provided that copies of such House Rules are furnished to each Unit Owner prior to the time that they become effective. The initial Rules and Regulations of the Condominium are contained in Part II of the Plan.

Each Unit Owner must comply strictly with the By-Laws and the House Rules, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

A Manager may be removed for cause by a majority vote of the Unit Owners.

The powers of the Board of Managers are set forth in Article II of the By-Laws. Among those powers and duties necessary for administration of the affairs, which generally include all powers and duties relating to the Property and business affairs of the Condominium other than that specifically directed or required to be done by the Unit Owners personally, including, without limitation, the following:

(a) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance, and to allocate such Common Charges which may not necessarily be in accordance with each Unit's Common Interest, so long as it is in a way fairly attributable to all or a portion of the Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners;

(b) To collect, use and expend the Common Charges and assessments collected, to maintain, care for and preserve the Common Elements, and the Common Elements. In no event shall Common Charges, Special Assessments or other funds received by the Board of Managers in connection with repairs of the Common Elements to be utilized to defray any expenses other than those related to the maintenance, repair and preservation of the Common Elements;

(c) To 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;

(d) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Units;

(e) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(f) To insure and keep insured the Common Elements and Units in accordance with these By- Laws;

(g) To collect delinquent Common Charges and/or assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations herein referred to;

(h) To purchase and administer any Unit at a foreclosure sale on behalf of all Unit Owners;

(i) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium in the discretion of the Board;

(k) To 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, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(l) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners;

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that the consent of the Unit Owners obtained at a meeting shall be required for the borrowing of any sum in excess of a year of annual expenses (based on the average of the last three operating years);

(n) To act as an agent of each Unit Owner who has given their written authorization to challenge real property tax assessments by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law;

(o) To collect funds from Unit Owners for the Reserve Fund;

(p) To establish, enforce, amend and otherwise modify House Rules relating to the operation of the Condominium from time to time, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to each Unit Owner. Such House Rules, and any amendments thereto, shall be applied uniformly to all Unit Owners and shall not be discriminatory. The initial House Rules are attached to these By-Laws;

(q) To impose fines and collect the same for breach of House Rules.

Right of Action

The Board and any aggrieved Unit Owner shall have the right of action against Unit Owners or the Board for failure to comply with the Declaration, By-Laws, or decisions of the Board.

Enforcement of Sponsor's Obligations

Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board. Sponsor agrees that during the Sponsor Control Period it will in its capacity as the Board enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

Voting

Each Unit Owner, or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to the Unit Owner's Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be 1,000,000 and each Unit Owner shall be entitled to cast one vote at all meetings of the Units Owners for each 0.0001% of interest in the Common Elements applicable to the Unit Owner's Unit.

Notices to Registered Mortgagees and Registered Guarantors

The Registered Mortgagee and Registered Guarantors will be notified within ten (10) days by certified or registered mail, with a "return receipt" requested in the event of the following:

(i) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Association; and

(iv) Any proposed action that requires the consent of fifty-one percent (51%) of the Registered Mortgagees and Registered Guarantors.

Reserve Fund

The Board of Managers shall maintain a reserve fund. This reserve shall originally be funded by contributions by purchasers upon the first sale of each Unit by Sponsor, which contributions shall be equal to one month's worth of common charges of the Unit(s) being purchased. The reserve fund shall further be funded by a line item on the budget in the discretion of the Board. As shown in Schedule B, the original discretionary amount is equal to 10% of all other budgetary items combined.

The reserve funds shall primarily be used for capital improvements, replacement and repairs beyond ordinary maintenance.

Insurance

The Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. The Board of Managers may require each Unit Owner to have a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured; and/or carry homeowner's liability insurance in amounts acceptable to the Board of Managers. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers. Sponsor will maintain commercially reasonable insurance coverage for each of the Units owned by Sponsor after closing.

THE FOREGOING SUMMARY IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF THE BY-LAWS OR DECLARATION. PROSPECTIVE PURCHASERS OR THEIR ATTORNEYS OR ADVISORS SHOULD REVIEW THE BY-LAWS, DECLARATION AND OTHER IMPORTANT DOCUMENTS SET FORTH IN PART II OF THE PLAN.REAL ESTATE TAXES

Real Estate Taxes

Real estate taxes are assessed and collected by the City of New York. The Property would be classified as a Tax Class 2 property (residential condominium building with more than three residential units) upon completion of the improvements.

Once Units are separately assessed for real estate taxes, each Unit Owner will be responsible only for payment of the tax bill attributable to Unit Owner's Unit, and will not be responsible for paying the tax bill attributable any other Unit. Likewise, with separate assessments, one Unit cannot be subject to a tax lien arising out of another Unit Owner's failure to pay the taxes due on that other Unit Owner's Unit.

Certain Purchasers of Residential Units, including senior citizens and veterans, may be exempt, in whole or in part, from real estate taxes. Each potential Purchaser should consult his or her own tax advisor as to the availability of such exemptions.

Submission of the Declaration and Tax Lot Drawings to the New York City Real Property Assessment Bureau for review is one of the first steps in the process by which the Units will become separate tax lots. The timing of this submission generally depends upon the date the Plan is declared effective, as typically the submission is not made until that time. As of the date of this Plan, Sponsor has no reason to anticipate any delay other than normal governmental processing time in effectuating creation of separate tax lots and individual Unit assessments.

Purchasers are advised, however, that due to the City's schedule in assessing real property generally, it is possible that separate assessments of Units may not be made for six to twelve months after separate tax lots legally are established. That is, separate tax lots may be established (thereby enabling Sponsor to convey Units to Purchasers), but separate assessments may follow some months later. Thus, for a period of time following establishment of separate tax lots, one tax bill may still be rendered for the entire Property. Details of how the tax bill will be paid under these circumstances and Purchasers' responsibilities for contributing their proportionate share of same, are included in Part I of this Plan, entitled "Unit Closing Costs and Adjustments."

Assessment and Tax Certiorari Proceedings

The Board of Managers shall have the right accorded condominium boards of managers in Section 339-y of the Condominium Act, on behalf of and as agent for any Unit Owner who has given written authorization to the Board of Managers, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit, as set forth in the By-Laws. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees, for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to Section 339-z of the Condominium Act. If any Unit Owner seeks individually, to have the assessed value of said Owner's Unit reduced, by bringing a separate tax certiorari proceeding, the Board of Managers, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from such proceedings.

There are no tax certiorari proceedings currently pending for the Property.

Real Estate Tax Projection

The New York City Department of Finance ("DOF") assesses the values on all New York City residential and commercial properties annually. The Department of Finance releases tentative assessments of the property value of every property in January of every year and final assessments every May, prior to the beginning of each tax year, which begins July 1. Real Property tax rates, set each year by the City Council are applied to these property values to determine each homeowner's annual tax liability.

The property tax assessment process commences when the city's assessors determine the *market value* of the property. Despite the given name "*market value*", this value has little to do with the

actual value of the property (what someone would actually pay for acquisition of the property). In some neighborhoods the *market values* are close to actual property values. In others they can be as little as 5% of true values. Even within neighborhoods there can be wide variations. Property tax is only levied on a portion of the *market value*. This portion is called the *assessed value*. In regard to Condominiums with more than three (3) dwelling units, taxes are levied on 45% of the *market value*.

As the first operating year is projected to begin on July 1, 2025, the Condominium would begin operating in the beginning of the 2025/2026 tax year. The City has already published that the tentative amount due for the entire building for the period between July 1, 2025 through December 31, 2025. With this information, Sponsor's projects the property taxes for the entire building for the first year of operation running from July 1, 2025 through June 30, 2026 to be $231,801.50, as explained in the enclosed Property Tax Opinion.

We call attention to the fact that the property tax opinion warns that the New York City Department of Finance may mischaracterize the nine (9) storage units as further residential or retail units. If that were to occur, the Building would be removed from its beneficial Tax Class 2B classification (which is for apartment buildings with no more than 10 units) and reclassified as a commercial building. As explained in the opinion, that could increase the resulting tax liability for the Building to $304,945.70 for the year 2025/2026.

The policy of DOF is to apportion each Unit's real estate taxes based on its Common Interest. However, the City of New York is not bound by the allocation of Common Interests and may allocate on a different basis. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED. There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis) or (c) the amount of any increase in the assessed valuation of the Property.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property from and including the date of closing through the next June 30 and December 31, in whichever order they may fall, based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect

at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

Income Tax Deductions to Unit Owners and Tax Status of the Condominium

Deductibility of Mortgage Interest and Real Estate Taxes

A Unit Owner will own his or her Unit in fee simple and each Unit will be a separate tax lot for real estate tax purposes. Therefore, each Unit Owner may mortgage his or her Unit with an institutional lender and will be liable for payment of mortgage interest and principal and any real estate taxes assessed against the Unit.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate

return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Unit Owner who uses a Unit for professional or business use or for the production of income, should be entitled, under present law, to a deduction for Federal and New York State income tax purposes for the real estate taxes paid on the Unit and for the interest paid on any mortgage covering the Unit.

Tax Status of Condominium

The Condominium will be managed by the Board of Managers, which shall collect the Common Charges on behalf of the Condominium. Although it is not clear whether the Condominium would be treated as an association taxable as a corporation for Federal tax purposes, there is substantial authority for such treatment. Assuming that it is a taxable entity, the Condominium will file tax returns and be subject to the regular corporate income tax on its taxable income, and its taxable income would be computed as the excess of its gross income over its deductible expenses. However, any portion of the Common Charges that is segregated and used to finance specified capital expenditures should not be included in gross income.

Notwithstanding the foregoing, the Condominium should qualify under Section 528 of the Internal Revenue Code to be exempt from tax on certain income. If the Condominium meets all applicable requirements and properly makes the election, it may be exempt from tax on membership fees, dues and assessments from the Condominium Unit Owners. No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid due to changes in applicable law, regulation or decisional law. Neither counsel nor Sponsor shall have any liability should Unit Owners not be entitled to deductions if facts represented by Sponsor are not true.

Identity of Parties

Sponsor

The Sponsor of this Offering Plan is Diamond Lane LLC, a New York limited liability company. Sponsor's office address is 54 Franklin Street, Suite 2R, New York, New York 10013. Sponsor has not

been the sponsor of any other cooperative or condominium plan. The principal of Sponsor is Alex Wiederin, having an address at 54 Franklin Street, Suite 2R, New York, New York 10013.

Neither the Sponsor nor the principals of Sponsor have any prior bankruptcies, convictions, injunctions and judgments against the Sponsor, the Principals of the Sponsor, and/or entities in which the principal of the Sponsor was a principal that would be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Plan.

Principal of Sponsor

Alex Wiederin is a world-renowned creative director and designer who has sat at the creative helm of fashion's most iconic publications, impacted global brands, and established cultural and aesthetic precedents that have shaped their industries. Among other accomplishments, Mr. Wiederin served as Creative Director for Town and Country, Esquire, Dazed and Confused, Vogue Hommes International, 10 Magazine, and numerous other titles. Mr. Wiederin has no prior experience as Sponsor or Principal of Sponsor in connection with an offering in New York.

Attorney for Sponsor

The Sponsor has retained the law firm of Augspach Law PLLC, 1280 Fifth Avenue, New York, New York 10029 (212.84.8746) to represent it in the preparation and consummation of the Offering Plan. The attorney who prepared the Plan is Francisco Augspach, Esq., a/k/a Enrique Francisco Augspach, Esq. This firm drafted the Declaration, the By-laws, this Plan, the form of Unit Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. Augspach Law PLLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services.

Managing Agent

Village Dwellings, Inc. is a full service real estate management focusing on the management of multifamily properties in New York City. The company is wholly-owned and was founded by Giro DeSimone in August 1999. Prior to founding Village Dwelling, Inc., Mr. DeSimone worked as an attorney (licensed in New York State) mostly on real estate matters. Village Dwellings, Inc. has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services.

Selling Agent

New York Residence, Inc., having its principal office at 1501 Broadway, 26th Floor, New York, New York 10036 is the Selling Agent retained by the Sponsor in connection with the offering of Units. The Selling Agent is engaged in the brokerage and sale of residential properties in the New York metropolitan area. Selling Agent has no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee received as Selling Agent of the Condominium. New York Residence, Inc. and its principals have no prior felony convictions. During the past fifteen (15) years, there were no prior convictions, injunctions or judgments against New York Residence, Inc. or any of its principals that may be material to this Plan or to an offering of securities generally.

Architect

Sponsor retained Morali Architects (principal Anthony J. Morali, RA), having an address at 505 Eighth Avenue, New York, New York 10018, for the preparation of the architectural documents enclosed with this Plan; namely the Description of Property and Specifications and the Unit Floor Plans enclosed with this Plan. Mr. Morali's experience in New York includes over thirty (30) years of interior and exterior design and construction, for residential and business users. Mr. Morali has no financial relationship with the Sponsor or principals of Sponsor, except in their capacity as architects.

Reports to Unit Owners

The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear financial statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement prepared by an independent public accountant on a review basis and a statement regarding any taxable income attributable to the Unit Owners. The Board of Managers, at least annually, shall fix and determine the annual budget and send a copy of the budget and any supplement to every Unit Owner and mortgagee. The total annual

requirement shall be assessed as a single sum against all Units and prorated against each of the Unit according to the respective Common Interest apportioned to each Unit.

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant on a review basis within four (4) months from the end of such fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(ii) prior notice of the annual Unit Owners' meeting; and;

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days prior to its adoption thereof by the Board of Managers. Such statement shall be certified while the Sponsor is in control of the Board of Managers.

Documents on File

Copies of this Plan and all exhibits or documents submitted to the Department of Law in connection with the filing of the plan shall be made available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered under this Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available without charge and copying at reasonable charge for a period of six (6) years from the date of the First Unit Closing. Sponsor shall, within 180 days after the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording officer at the time of the closing of the first Unit.

General

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all of the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

There are no lawsuits or administrative or other proceedings, the outcome of which may materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform its obligations under the Plan, which have not been disclosed herein.

In accordance with the provisions of the laws of the United States and the State of New York,

Sponsor represents that Sponsor will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in the sale of the Units offered by Sponsor pursuant to this Plan.

The property was not the subject of any prior cooperative or condominium offerings. No contracts or agreements have been entered into, and no deposits or advances of funds have been accepted, for any Unit offered pursuant to this Plan as of the date this Plan is accepted for filing by the Department of Law.

All Units offered pursuant to this Plan are vacant (or under construction) as of the date this Plan is accepted for filing by the Department of Law.

Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Plan solely for Martin Act purposes. The principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory.

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers, to revise the terms and conditions on which the Units offered hereby are sold, including changes affecting the rights, obligations, and liabilities of Purchasers. All material revisions will be contained in a duly filed amendment to this Plan. If a material revision adversely affects the rights, obligations, or liabilities of the existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements and to receive a refund of their Deposit (with interest, if any earned thereon) within fifteen (15) days after the presentation of the amendment.

Reservation of Air and Development Rights

The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution (the "Development Air Rights") shall be retained by Sponsor or any entity to whom Sponsor conveys said Development Air Rights for the sole purpose of being merged into a zoning lot pursuant to a zoning lot development agreement ("ZLDA") or similar and related agreements. Sponsor or any entity to whom Sponsor conveys Development Air Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Air Rights (the "Air Rights Amendment"). Sponsor or any entity to whom Sponsor conveys the Development Air Rights shall have the right to complete and file the Air Rights Amendment with the City of New York without the consent of the owners of the Condominium Units or the Board of Managers or any parties in interest to the Common Elements. The owners of the Condominium Units, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Air Rights as described in the Air Rights Amendment and shall execute any documents evidencing said consent as are reasonably requested by Sponsor. In the event Development Air Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the

Development Air Rights to may utilize the Development Air Rights to increase the size, height, bulk or density of any portion of the Property. This reservation of Development Air Rights shall be in effect until the last Unit sale or transfer by Sponsor. This reservation shall not inure to the benefit of successor sponsors unless specifically granted or assigned by Sponsor.

Sponsor's Statement of Building Specifications

Sponsor adopts the Architect's Description of Property and Specifications enclosed with this Plan. Sponsor represents that, to the best of its knowledge, Morali Architects, having an address at 505 Eighth Avenue, New York, New York 10018, accurately states the description of the Property and its specifications, as it will be built, upon the plans that it has examined. Please see the sections of the Plan entitled DESCRIPTION OF PROPERTY AND IMPROVEMENTS, SCHEDULE A and FOOTNOTES thereto set forth in Part I of the Plan, and the DESCRIPTION OF PROPERTY AND BUILDING CONDITION, FLOOR PLANS, and the DECLARATION set forth in Part II.

PART II - EXHIBITS TO OFFERING PLAN OF THE DIAMOND EXCHANGE CONDOMINIUM

EXH. 1 FLOOR PLANS

CONDOMINIUM NO. CD24-0318

DIAMOND CONDOMINIUM

CONDOMINIUM ADDRESS
14 MAIDEN LANE
MANHATTAN, NEW YORK 10038

BLOCK: 64
LOT: 23
ZONING: C5-5
MAP: 12B
CONS. CLASSIFICATION: CLASS I - FIREPROOF
OCC. CLASSIFICATION: COM. & RES.

APPROVED BY THE TAX MAP UNIT _____
FILED IN THE NEW YORK CITY LAND RECORDS DIVISION _____

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN TAX BLOCK 64 ON THE BLOCK MAP OF THE TAX MAP OF TAXES AND ASSESSMENTS IN THE BOROUGH OF MANHATTAN

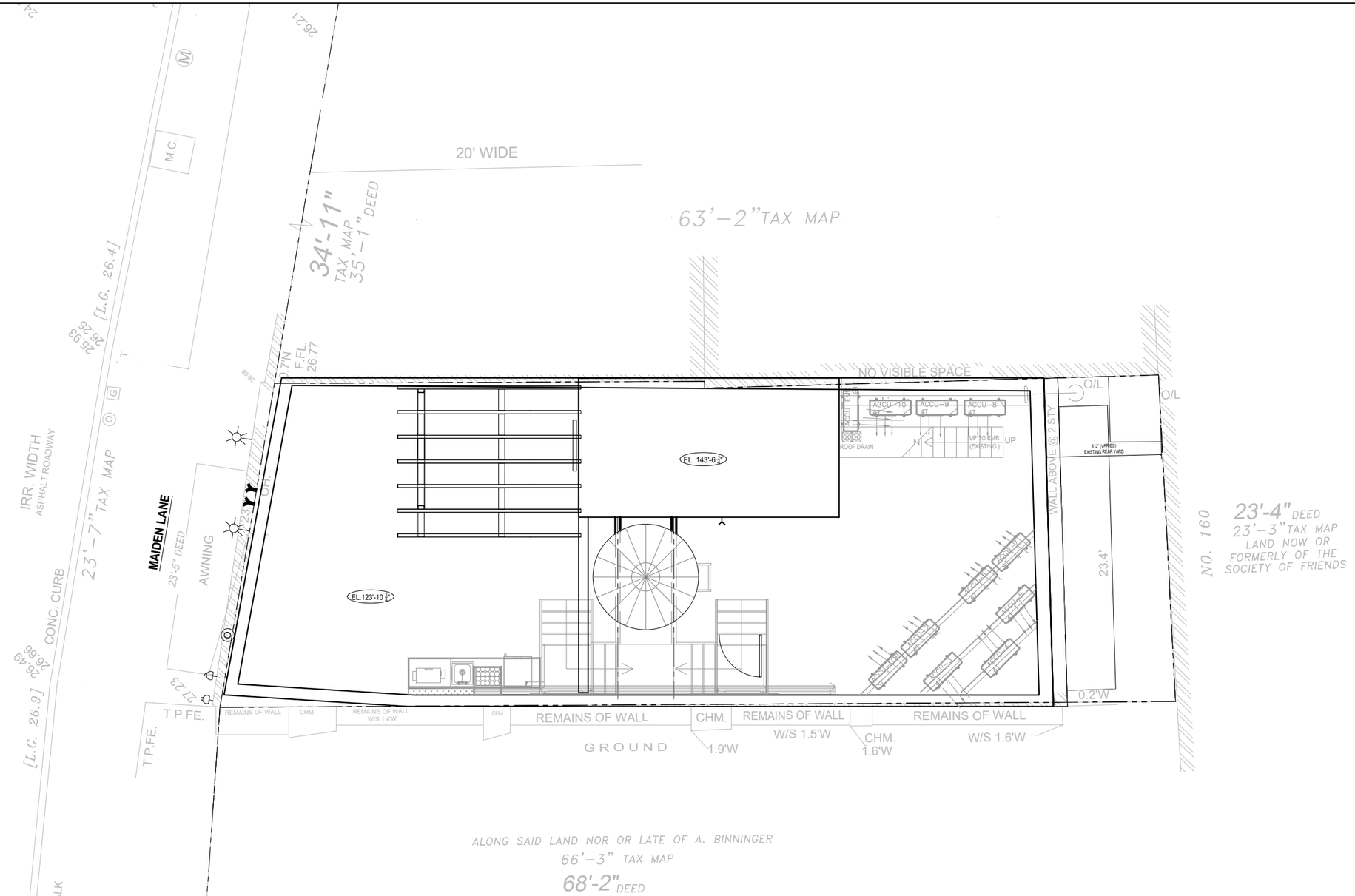
MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
COVER SHEET

SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-00
PAGE # 01 OF 18



PLOT PLAN-TAX LOT

SCALE : 1/16" = 1'-0"

14 MAIDEN LANE, MANHATTAN, NY 10038

BLOCK: 64
LOT: 23
ZONING: C5-5
MAP: 12B
CONS. CLASSIFICATION: CLASS I - FIREPROOF
OCC. CLASSIFICATION: COM. & RES.

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

AREAS AND DIMENSIONS LISTED ARE APPROXIMATE AND MAY EXCEED THE USEABLE AREA OF THE PREMISES. THE SPONSOR, SALES AGENT AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGE OF THE PREMISES WHICH ARE SUBJECT TO VARIATIONS IN THE BUILDING AND IT'S CONSTRUCTION.

MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

CONDOMINIUM PLAN CERTIFICATE

THE TAX MAP UNIT
CITY OF NEW YORK
CERTIFIES THAT

A) THE ANNEXED FLOOR PLANS CONSISTING OF (18) PAGES COVERING THE CELLAR, 10 FLOORS, ROOF AND BULKHEAD IN PREMISES KNOWN AS:

DIAMOND CONDOMINIUM
14 MAIDEN LANE
NEW YORK, NY 10038

B) THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREIN CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____

TAX MAP SPECIALIST, PROPERTY DIVISION _____

REGISTERED ARCHITECT
ANTHONY J. MORALI
STATE OF NEW YORK
017683-1

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
- SITE PLAN

SCALE : AS NOTED	Date 08-13-25
	Project Number
	Drawn By
PAGE # 02 OF 18	A-01

Building Summary Information

General Common Element (G.C.E.) SQ.FT.	3,025.72 APPROX.	Limited Common Element (L.C.E.) SQ.FT.	790.84 APPROX.
Retail Unit (Com.) @1st FL. SQ.FT.	1,182 APPROX.	TOT.Residential Unit Area (Res.) SQ.FT.	12,046.70 APPROX.
Retail Storage (Com.) @ cellar SQ.FT.	71.34 APPROX.		
Land SQ. FT.	1,512	Building Gross SQ. FT.	15,645

Legend Use Type

Residential - Condo	(Res.)
Retail	(Com.)
Storage	(Stor.)
Terrace/ Garden	(Terr.)

Condominium Lot Summary Information

Unit #	G.SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.	G.C.E. SQ.FT.	
	1,803.50 SQ.FT.	Cellar	NA	Stor.	NA	NA	1	161.84	1,641.66	
1	1,182 SQ.FT.	1	NA	Com.	NA	NA	1	NA	304.50	RETAIL STORAGE (COM.-CELLAR) = 71.34SF
2	1,354.70 SQ.FT.	2	1	Residential	2	2	0	NA	40	
3	1,334 SQ.FT.	3	1	Residential	2	2	0	NA	40	
4	1,334 SQ.FT.	4	1	Residential	2	2	0	NA	40	
5	1,334 SQ.FT.	5	1	Residential	2	2	0	NA	40	
6	1,334 SQ.FT.	6	1	Residential	2	2	0	NA	40	
7	1,334 SQ.FT.	7	1	Residential	2	2	0	NA	40	
8	1,331 SQ.FT.	8	1	Residential	2	2	0	NA	40	
9	1,360 SQ.FT.	9	1	Residential	2	2	0	NA	40	
10	1,331 SQ.FT.	10	1	Residential	2	2	0	NA	40	
ROOF	629 SQ.FT.	PRIVATE ROOF TERRACE						629	682	

MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

CONDOMINIUM PLAN CERTIFICATE

THE TAX MAP UNIT
CITY OF NEW YORK
CERTIFIES THAT

A) THE ANNEXED FLOOR PLANS CONSISTING OF (18) PAGES COVERING THE CELLAR, 10 FLOORS, ROOF AND BULKHEAD IN PREMISES KNOWN AS:

DIAMOND CONDOMINIUM
14 MAIDEN LANE
NEW YORK, NY 10038

B) THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREIN CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____

TAX MAP SPECIALIST, PROPERTY DIVISION _____

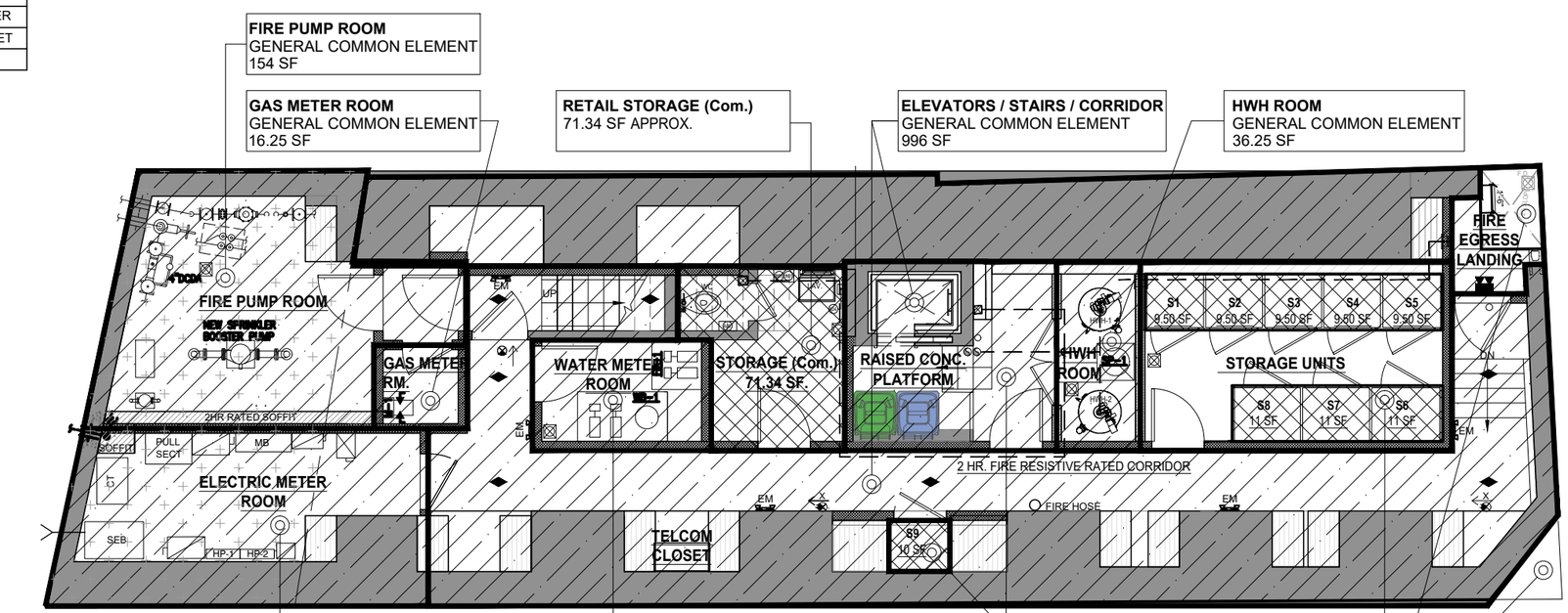
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
SUMMARY INFORMATION

SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-02

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



CELLAR FLOOR PLAN-TAX LOT

SCALE : 1/8" = 1'-0"

Unit #	G.SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.	G.C.E. SQ.FT.
	1,803.50 SQ.FT.	Cellar	NA	Stor.	NA	NA	1	161.84	1,641.66
1	1,182 SQ.FT.	1	NA	Com.	NA	NA	1	NA	304.50
2	1,354.70 SQ.FT.	2	1	Residential	2	2	0	NA	40
3	1,334 SQ.FT.	3	1	Residential	2	2	0	NA	40
4	1,334 SQ.FT.	4	1	Residential	2	2	0	NA	40
5	1,334 SQ.FT.	5	1	Residential	2	2	0	NA	40
6	1,334 SQ.FT.	6	1	Residential	2	2	0	NA	40
7	1,334 SQ.FT.	7	1	Residential	2	2	0	NA	40
8	1,331 SQ.FT.	8	1	Residential	2	2	0	NA	40
9	1,360 SQ.FT.	9	1	Residential	2	2	0	NA	40
10	1,331 SQ.FT.	10	1	Residential	2	2	0	NA	40
ROOF	629 SQ.FT.	PRIVATE ROOF TERRACE						629	682

RETAIL Storage (Com.-Cellar) = 71.34SF

General Common Elements	Cellar area - Limited Common Element
	1,803.50 GSF. - 161.84 = 1,641.66 SF

NOTE:

AREAS AND DIMENSIONS LISTED ARE APPROXIMATE AND MAY EXCEED THE USEABLE AREA OF THE PREMISES. THE SPONSOR, SALES AGENT AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGE OF THE PREMISES WHICH ARE SUBJECT TO VARIATIONS IN THE BUILDING AND IT'S CONSTRUCTION.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT
- SIDE-WALK VAULT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

STATEMENT OF DIMENSION

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE GLASS WINDOWS AND/OR EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR TO THE OUTSIDE OF THE WALL OR PARTITIONS SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND OTHER MECHANICAL EQUIPMENT SPACES OR TO THE OPPOSITE OUTSIDE FACE OF THE GLASS WINDOW AND/OR EXTERIOR WALLS. EACH UNIT CONSIST OF THE AREA MEASURED VERTICALLY FROM THE TOP OF THE 1ST FLOOR TO THE UNDERSIDE OF THE CEILING ABOVE, EXCEPT IN THE CASE OF UNITS ON THE TOP FLOOR WHICH SHALL BE MEASURED TO THE UNDERSIDE OF THE ROOF

ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

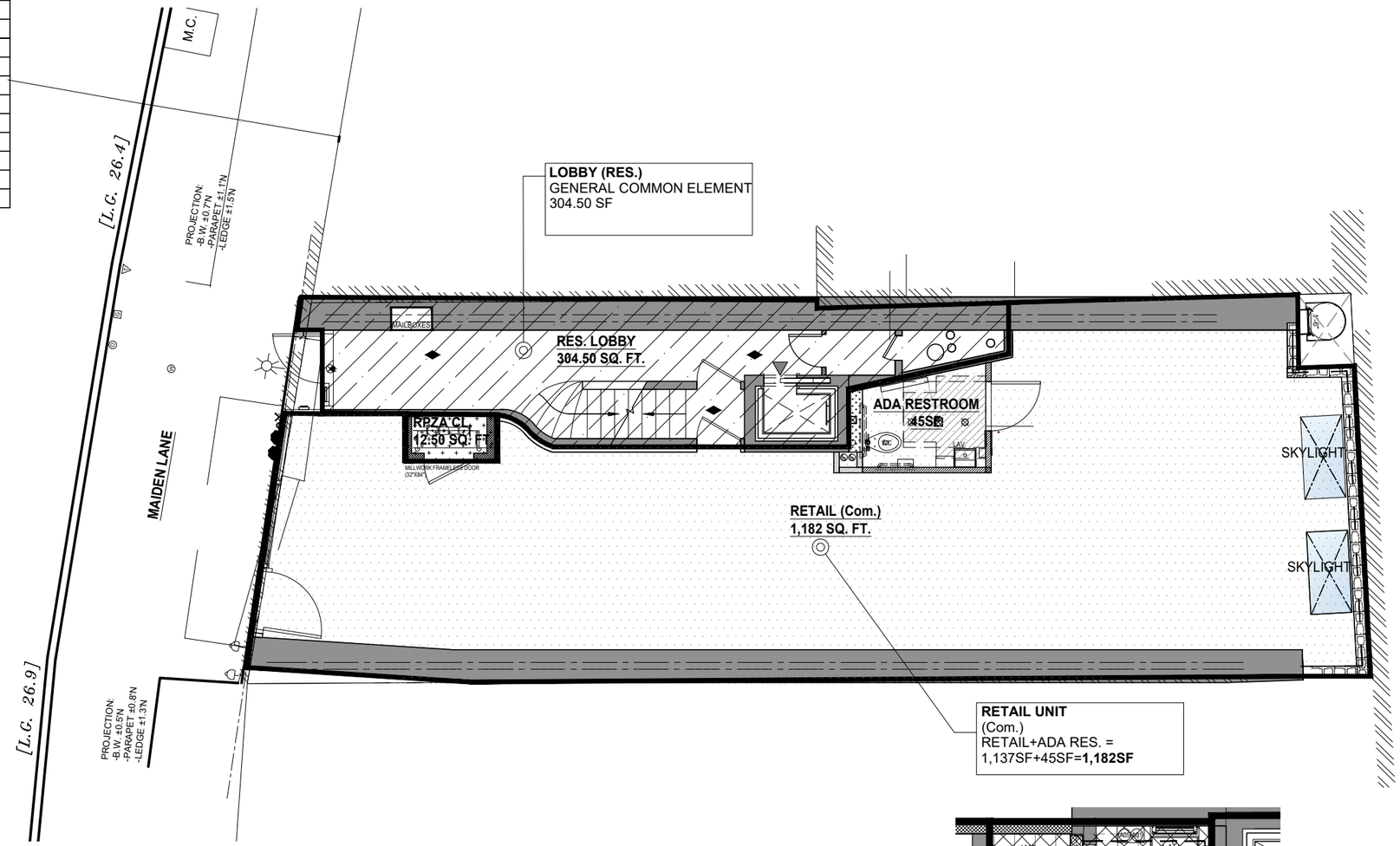
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
CELLAR

SCALE :	AS NOTED	Date 08-13-25
		Project Number
		Drawn By
PAGE #	04 OF 18	A-03

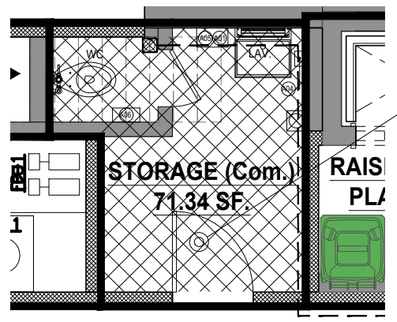
LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #1 - 1ST FLOOR PLAN

SCALE : 1/8" = 1'-0"



UNIT #1- STORAGE (com.) @ CELLAR

SCALE : 3/16" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.	RETAIL Storage @ CELLAR (#10)
1	1,182	1	NA	Com.	NA	NA	1	NA	71.34 SF

General Common Elements	304.50 SQ.FT.

RPZA CLOSET	12.50 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

AREAS AND DIMENSIONS LISTED ARE APPROXIMATE AND MAY EXCEED THE USEABLE AREA OF THE PREMISES. THE SPONSOR, SALES AGENT AND ARCHITECT MAKE NO REPRESENTATION AS TO THE DIMENSIONS AND ACTUAL SQUARE FOOTAGE OF THE PREMISES WHICH ARE SUBJECT TO VARIATIONS IN THE BUILDING AND IT'S CONSTRUCTION.

MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

STATEMENT OF DIMENSION

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE GLASS WINDOWS AND/OR EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR TO THE OUTSIDE OF THE WALL OR PARTITIONS SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND OTHER MECHANICAL EQUIPMENT SPACES OR TO THE OPPOSITE OUTSIDE FACE OF THE GLASS WINDOW AND/OR EXTERIOR WALLS. EACH UNIT CONSIST OF THE AREA MEASURED VERTICALLY FROM THE TOP OF THE 1ST FLOOR TO THE UNDERSIDE OF THE CEILING ABOVE, EXCEPT IN THE CASE OF UNITS ON THE TOP FLOOR WHICH SHALL BE MEASURED TO THE UNDERSIDE OF THE ROOF

ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
1ST FLOOR (UNIT #1)

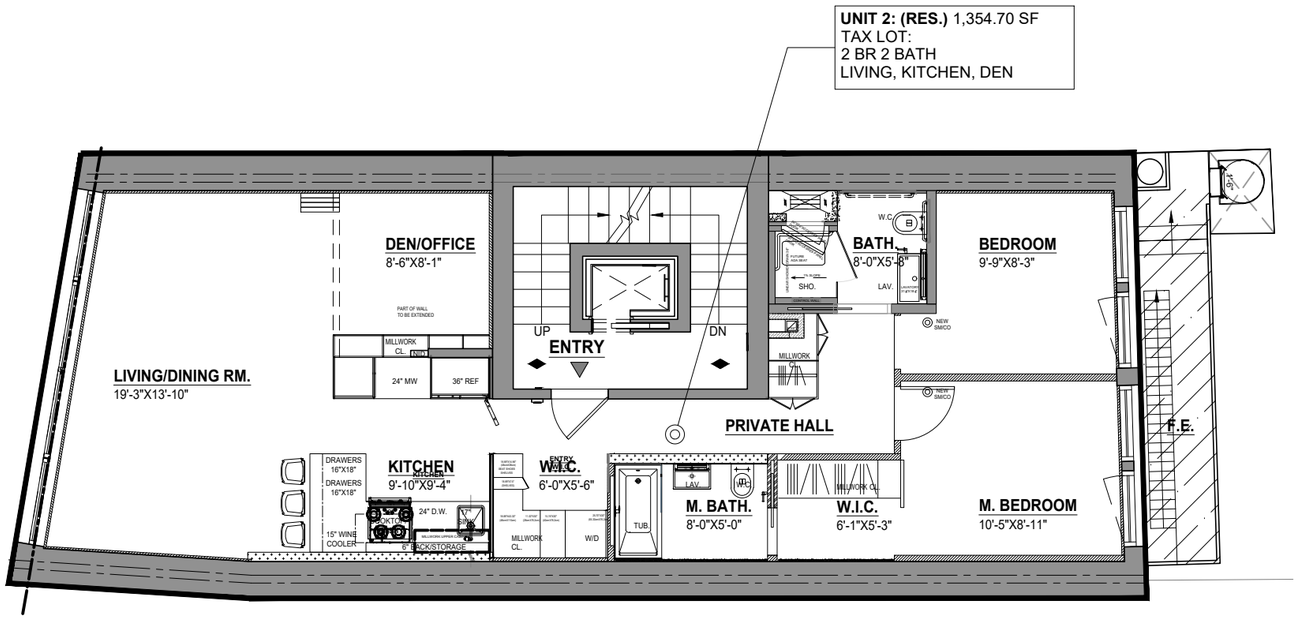
SCALE : AS NOTED

Date 08-13-25
Project Number
Drawn By

A-04

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #2 - 2ND FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
2	1,354.70 SQ.FT.	2	1	Residential	2	2	0	NA

Common Elements (F.E. only)	77.56 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
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212.219.2091

STATEMENT OF DIMENSION

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ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

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DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
2ND FLOOR (UNIT #2)

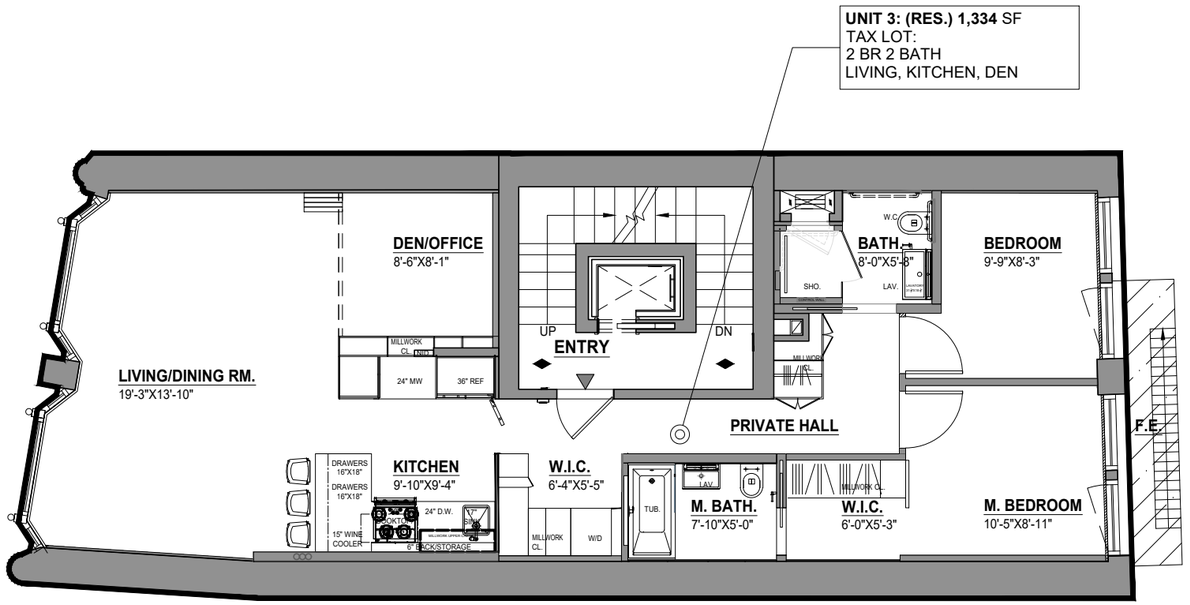
SCALE : AS NOTED

Date 08-13-25
Project Number
Drawn By

A-05

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #3 - 3RD FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
3	1,334 SQ.FT.	3	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

RESIDENTIAL AREA

COMMERCIAL AREA

G.C.E.:
GENERAL COMMON ELEMENT

L.C.E.:
LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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STATEMENT OF DIMENSION

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ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

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DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

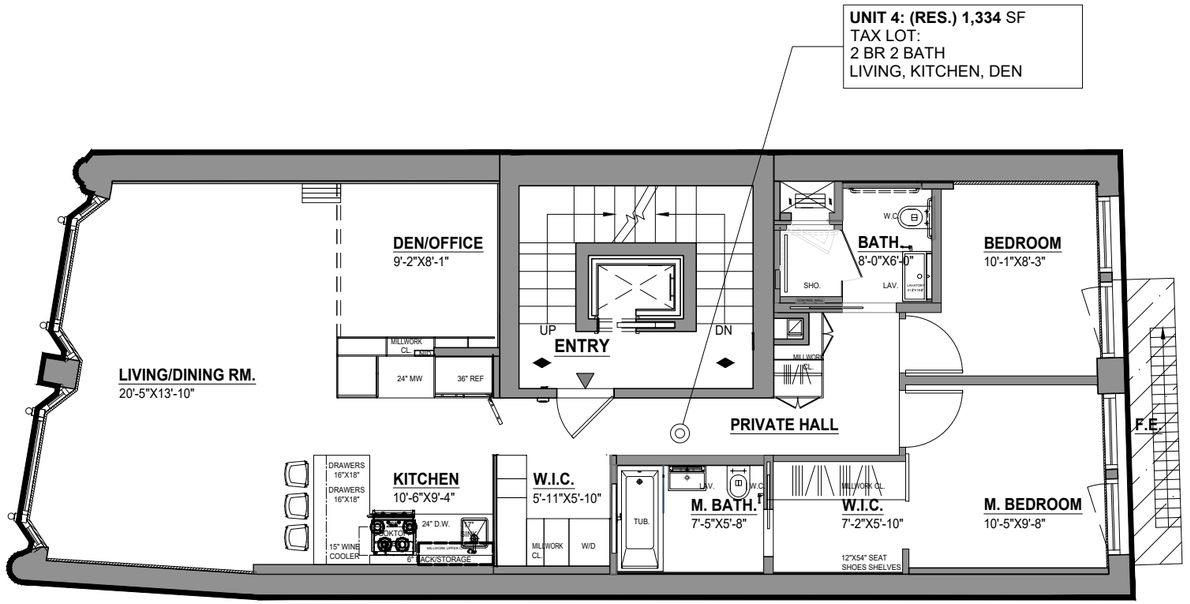
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
3RD FLOOR (UNIT #3)

SCALE :	AS NOTED	Date	08-13-25
		Project Number	
		Drawn By	
PAGE #	07 OF 18		A-06

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #4 - 4TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
4	1,334 SQ.FT.	4	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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212.219.2091

STATEMENT OF DIMENSION

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ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

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DATE _____ ANTHONY MORALI
ARCHITECT

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
4TH FLOOR (UNIT #4)

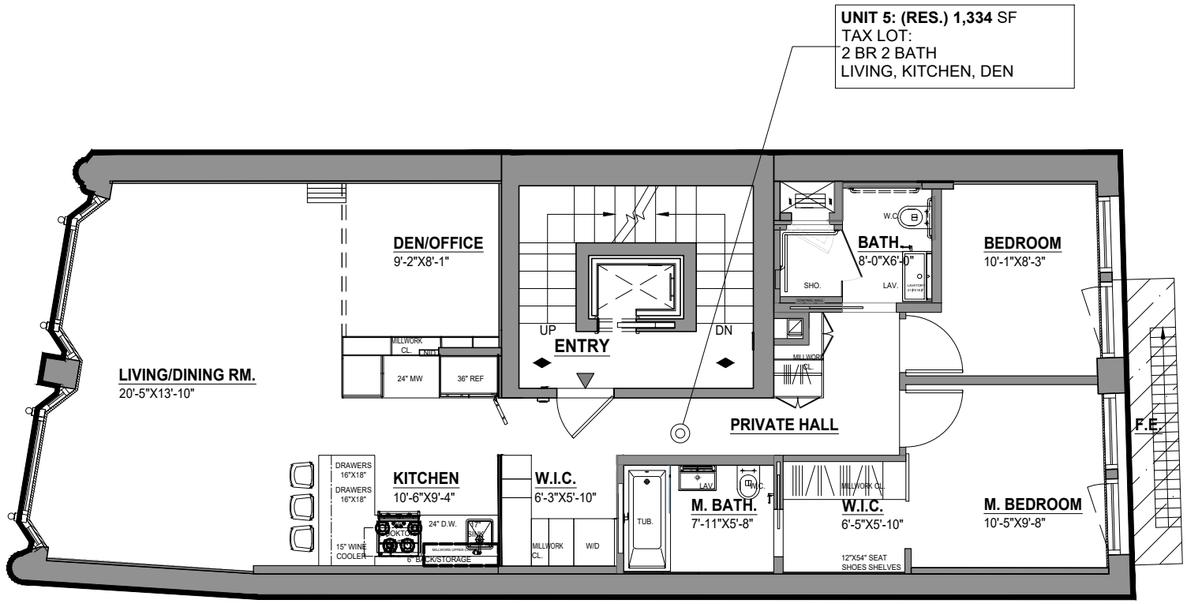
SCALE : AS NOTED

Date 08-13-25
Project Number
Drawn By

A-07

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #5 - 5TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
5	1,334 SQ.FT.	5	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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212.219.2091

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ARCHITECTURAL CERTIFICATION
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DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

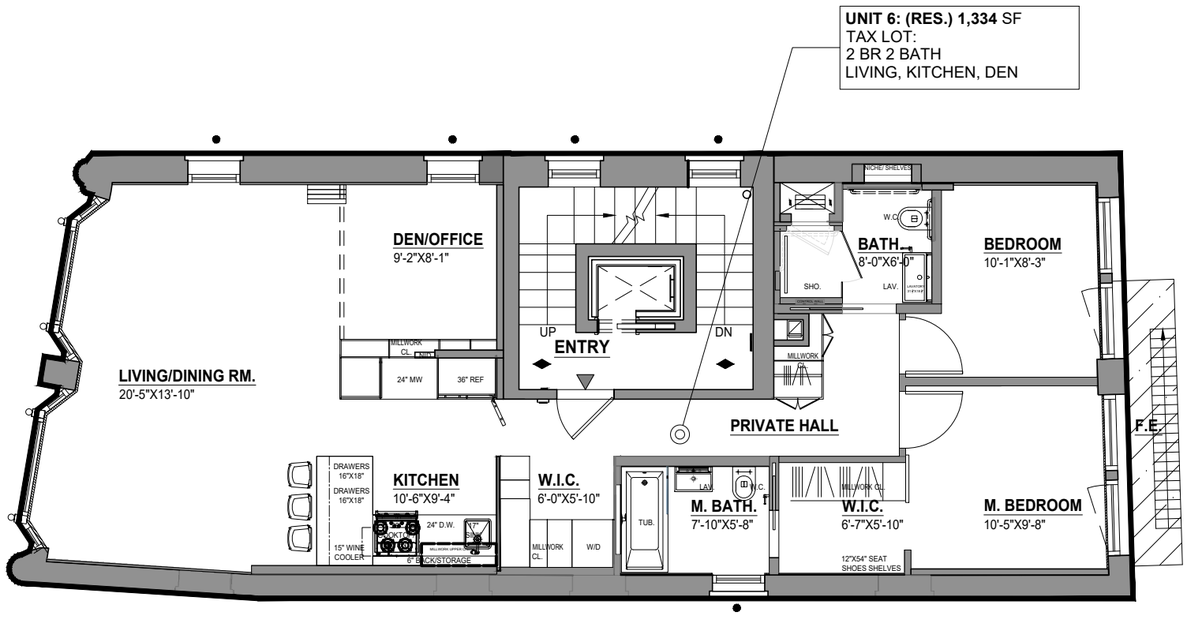
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
5TH FLOOR (UNIT #5)

SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-08

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #6 - 6TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
6	1,334 SQ.FT.	6	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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MORALIARCHITECTURE.COM
212.219.2091

STATEMENT OF DIMENSION

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ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

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DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

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DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
6TH FLOOR (UNIT #6)

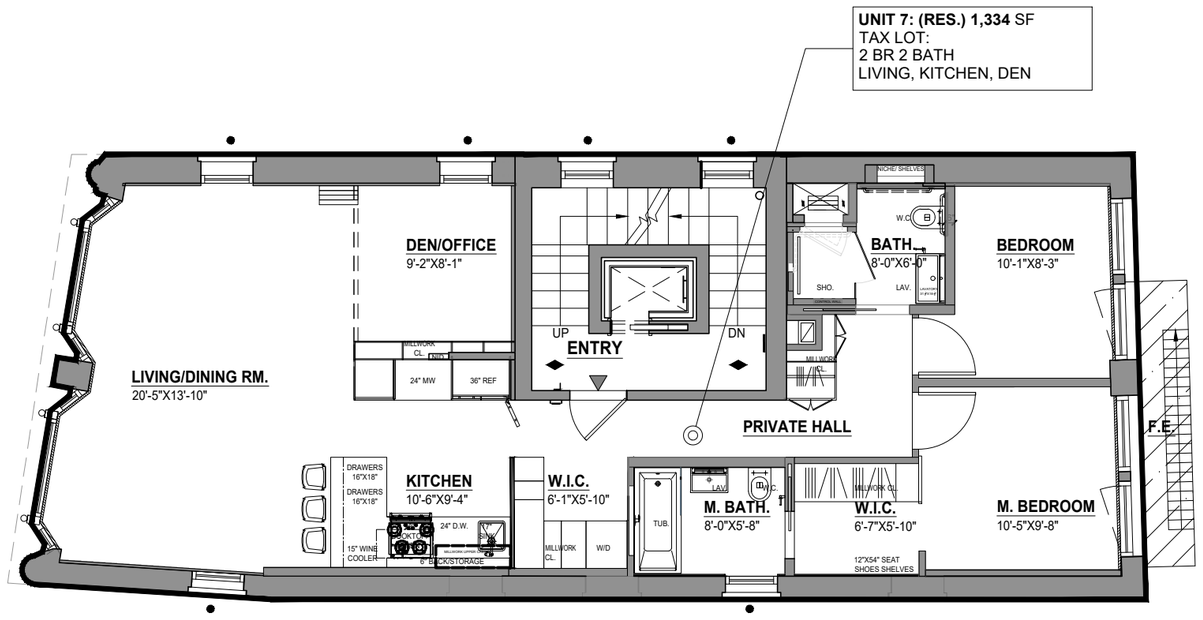
SCALE : AS NOTED

Date 08-13-25
Project Number
Drawn By

A-09

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #7 - 7TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
7	1,334 SQ.FT.	7	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

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MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

STATEMENT OF DIMENSION

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE GLASS WINDOWS AND/OR EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR TO THE OUTSIDE OF THE WALL OR PARTITIONS SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND OTHER MECHANICAL EQUIPMENT SPACES OR TO THE OPPOSITE OUTSIDE FACE OF THE GLASS WINDOW AND/OR EXTERIOR WALLS. EACH UNIT CONSIST OF THE AREA MEASURED VERTICALLY FROM THE TOP OF THE 1ST FLOOR TO THE UNDERSIDE OF THE CEILING ABOVE, EXCEPT IN THE CASE OF UNITS ON THE TOP FLOOR WHICH SHALL BE MEASURED TO THE UNDERSIDE OF THE ROOF

ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

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DATE _____ ANTHONY MORALI
ARCHITECT

REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

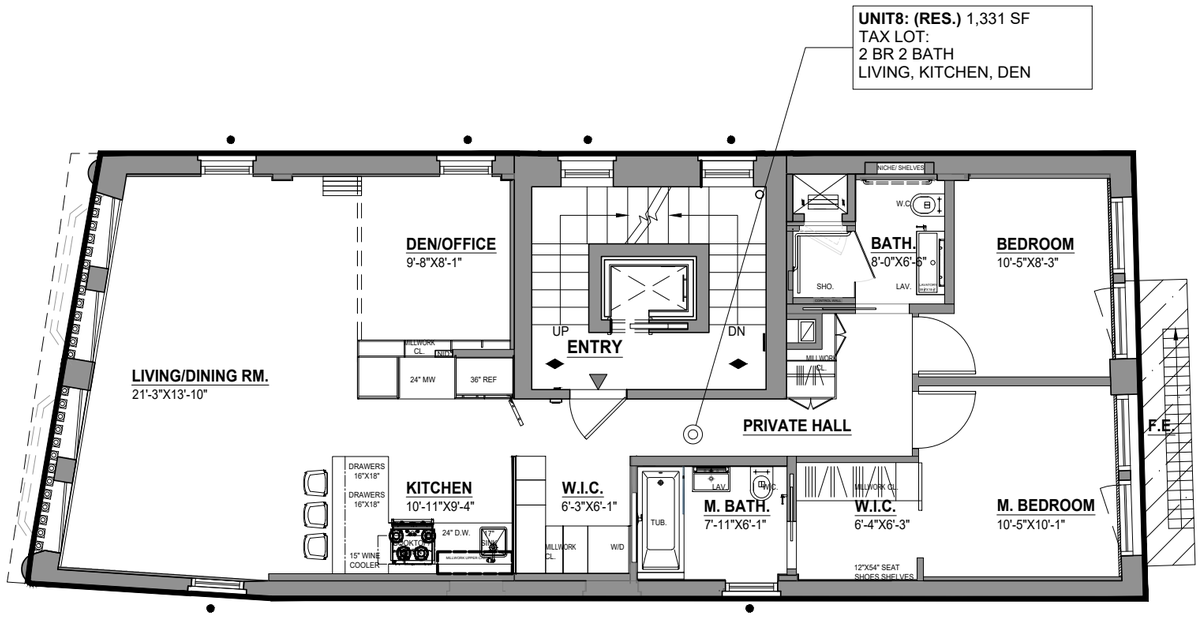
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
7TH FLOOR (UNIT #7)

SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-10

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #8 - 8TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
8	1,331 SQ.FT.	8	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

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DATE _____ ANTHONY MORALI
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REGISTERED ARCHITECT ANTHONY J. MORALI 017683-1 STATE OF NEW YORK

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DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

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DATE _____ _____
TAX MAP CARTOGRAPHER

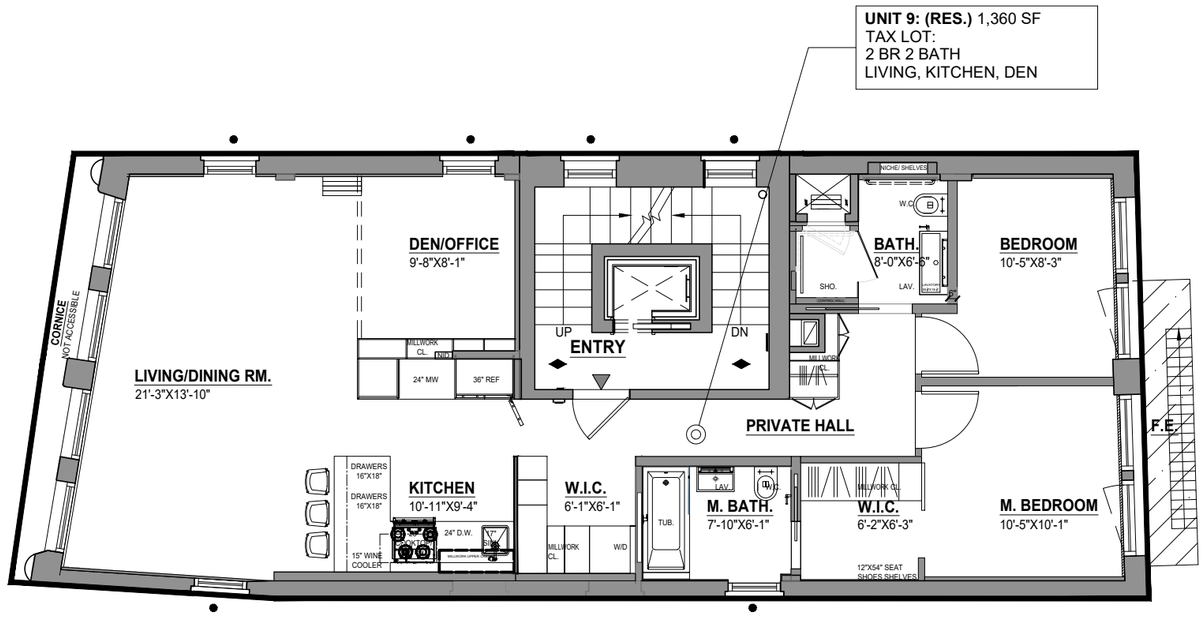
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
8TH FLOOR (UNIT #8)

SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-11

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #9 - 9TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
9	1,360 SQ.FT.	9	1	Residential	2	2	0	NA

Common Elements (F.E. only)	40 SQ.FT.

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

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NOTARIZATION

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DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

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DATE _____ _____
TAX MAP CARTOGRAPHER

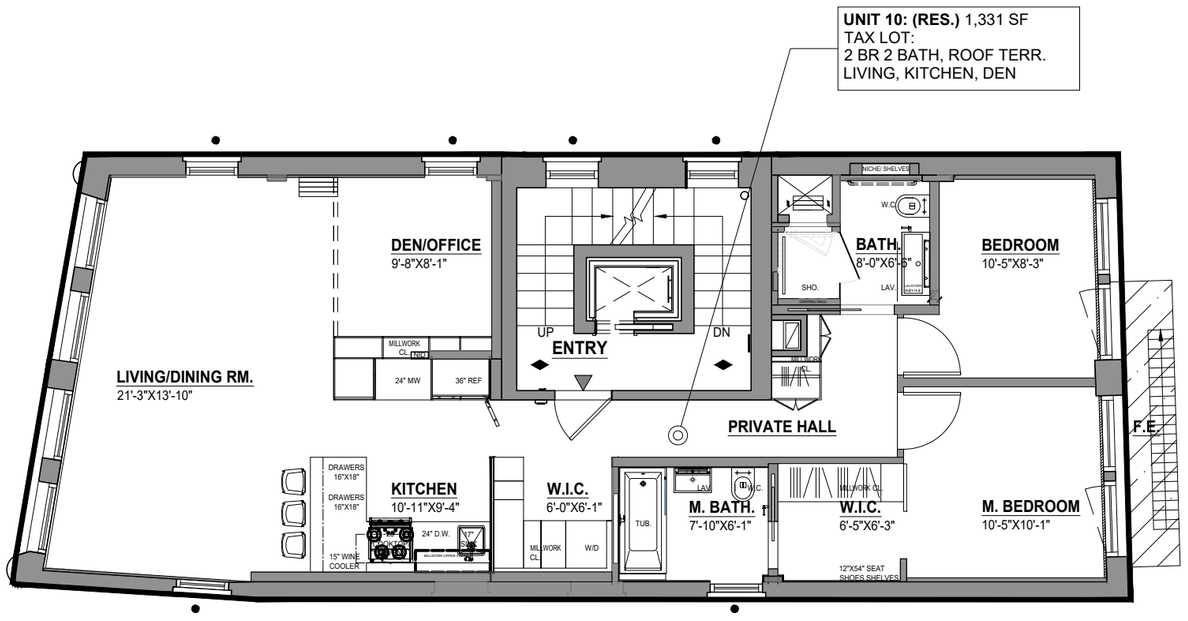
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
9TH FLOOR (UNIT #9)

SCALE :	AS NOTED	Date 08-13-25
		Project Number
		Drawn By
PAGE #	13 OF 18	A-12

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE



UNIT #10 - 10TH FLOOR PLAN

SCALE : 1/8" = 1'-0"

Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
10	1,331 SQ.FT.	10	1	Residential	2	2	0	NA
	629 SQ.FT.	PRIVATE ROOF TERRACE						
Common Elements (F.E. only)		40 SQ.FT.						

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

NOTE:

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STATE OF NEW YORK - COUNTRY OF MANHATTAN

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MANHATTAN, NY 10038

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DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
10TH FLOOR (UNIT #10)

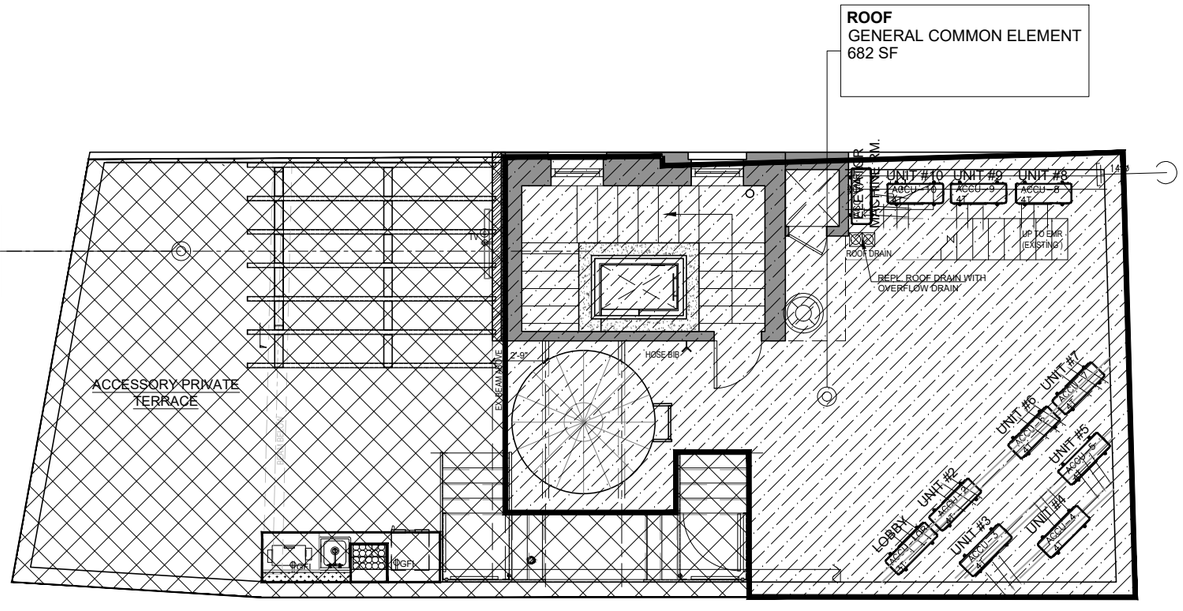
SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-13

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
F.E.	FIRE ESCAPE

ROOF
GENERAL COMMON ELEMENT
682 SF

ACCESSORY PRIVATE RESIDENTIAL TERRACE (ROOF TERR. UNIT #10)
LIMITED COMMON ELEMENT
629 SF



ROOF FLOOR PLAN
SCALE : 1/8" = 1'-0"

Tax lot	Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
	10	NA	Roof	NA	NA	NA	NA	NA	629

General Common Elements	682 SQ.FT.

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LEGEND
- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

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212.219.2091

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DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
ROOF

SCALE :	AS NOTED	Date	08-13-25
		Project Number	
		Drawn By	
PAGE #	15 OF 18		A-14

LEGEND

ABBREVIATION	WORD
CL.	CLOSET
D.W.	DISH WASHER
LAV.	LAVATORY
M.W.	MIRCOWAVE
REF.	REFRIGERATOR
SHO.	SHOWER
TUB.	BATHTUB
W.C.	WATER CLOSET
W/D	WASHER/DRYER
W.I.C	WALK-IN CLOSET
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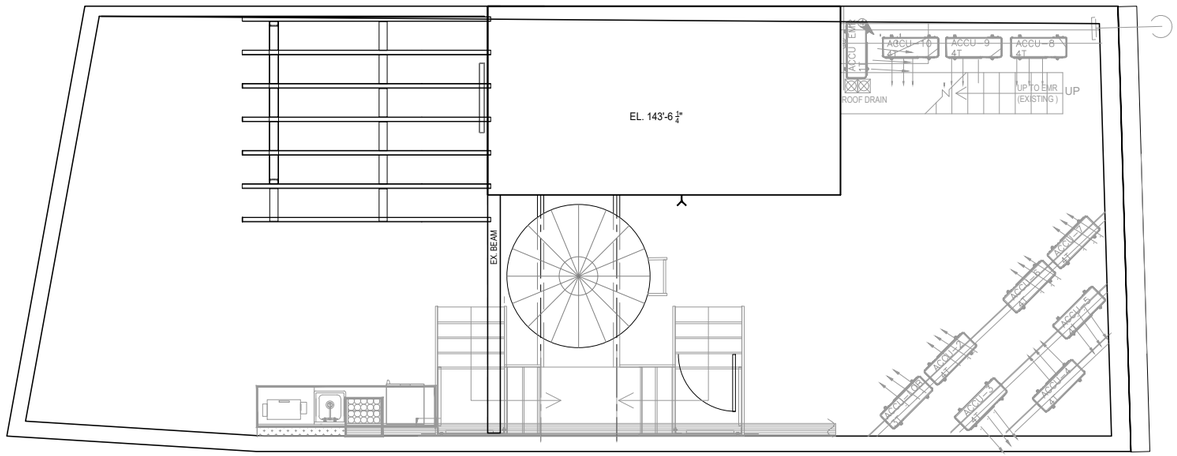

ROOF BULKHEAD PLAN

SCALE : 1/8" = 1'-0"

Tax lot	Unit #	Unit Area SQ.FT.	Floor #	Total Units	Use Type	Bedrooms #	Bath. #	1/2 Bath. #	LCE SQ.FT.
	Bulkhead	NA	BULKHEAD	NA	NA	NA	NA	NA	NA

General Common Elements	NA

LEGEND

- RESIDENTIAL AREA
- COMMERCIAL AREA
- G.C.E.: GENERAL COMMON ELEMENT
- L.C.E.: LIMITED COMMON ELEMENT

TRUE NORTH

PROJECT NORTH

0' 10' 20' 30'

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DATE _____ ANTHONY MORALI
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DATE _____ _____
TAX MAP CARTOGRAPHER

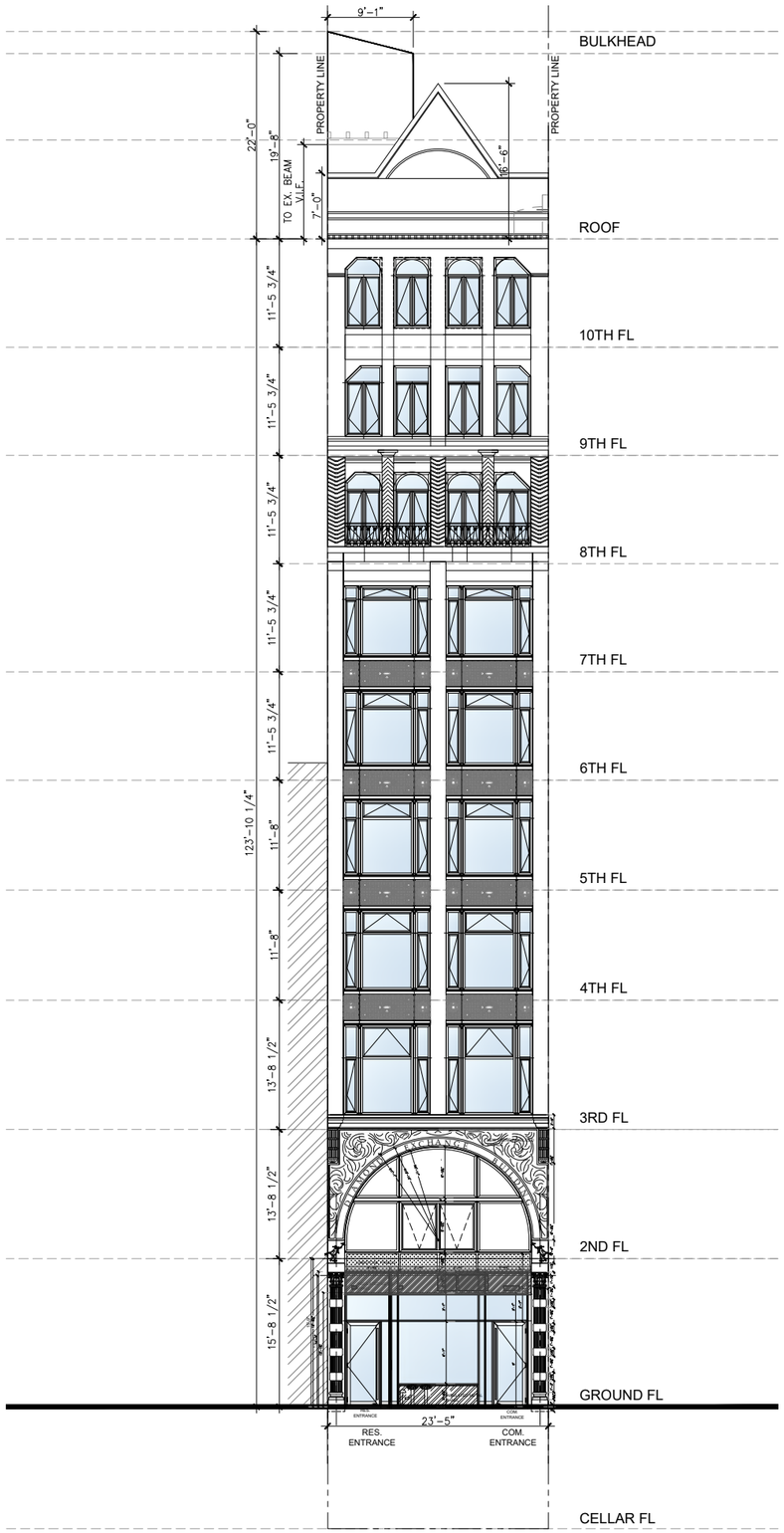
PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
FLOOR PLAN
BULKHEAD

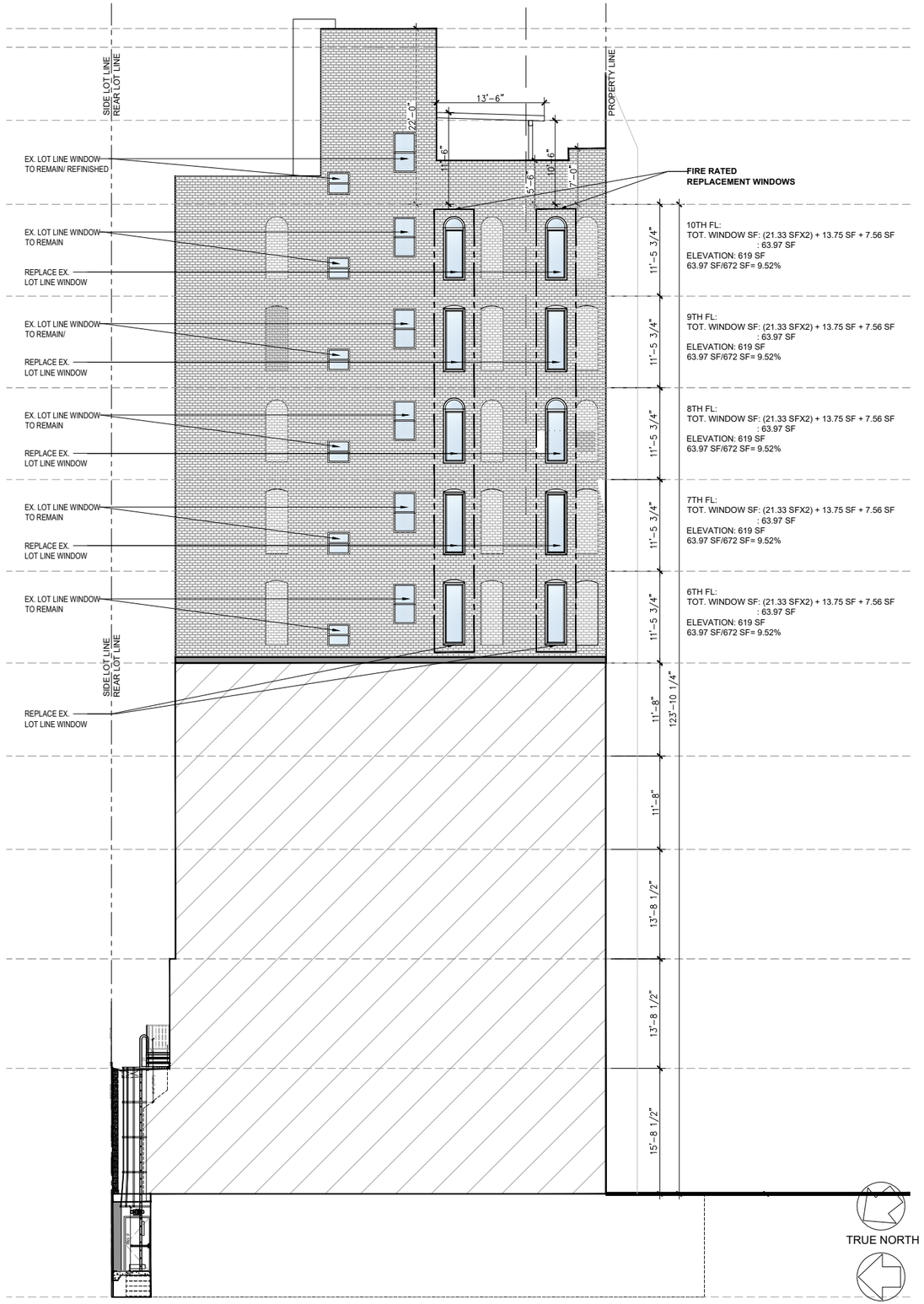
SCALE : AS NOTED

Date 08-13-25
Project Number
Drawn By

A-15



NORTH ELEVATION
SCALE : 1/16" = 1'-0"



10TH FL:
TOT. WINDOW SF: (21.33 SFX2) + 13.75 SF + 7.56 SF
: 63.97 SF
ELEVATION: 619 SF
63.97 SF/672 SF= 9.52%

9TH FL:
TOT. WINDOW SF: (21.33 SFX2) + 13.75 SF + 7.56 SF
: 63.97 SF
ELEVATION: 619 SF
63.97 SF/672 SF= 9.52%

8TH FL:
TOT. WINDOW SF: (21.33 SFX2) + 13.75 SF + 7.56 SF
: 63.97 SF
ELEVATION: 619 SF
63.97 SF/672 SF= 9.52%

7TH FL:
TOT. WINDOW SF: (21.33 SFX2) + 13.75 SF + 7.56 SF
: 63.97 SF
ELEVATION: 619 SF
63.97 SF/672 SF= 9.52%

6TH FL:
TOT. WINDOW SF: (21.33 SFX2) + 13.75 SF + 7.56 SF
: 63.97 SF
ELEVATION: 619 SF
63.97 SF/672 SF= 9.52%

TRUE NORTH
PROJECT NORTH

EAST ELEVATION
SCALE : 1/16" = 1'-0"

0' 10' 20' 30'

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NOTARIZATION

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NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

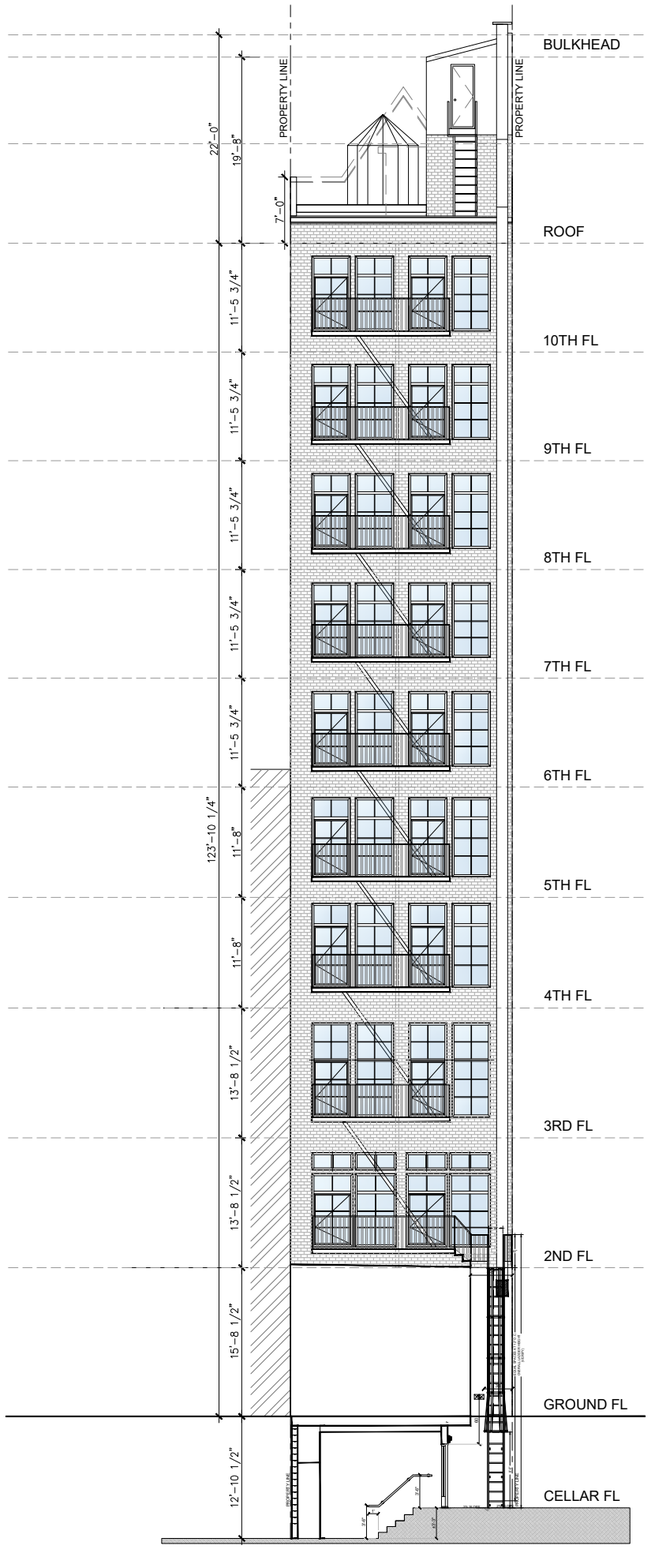
TAX LOT CERTIFICATION:
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

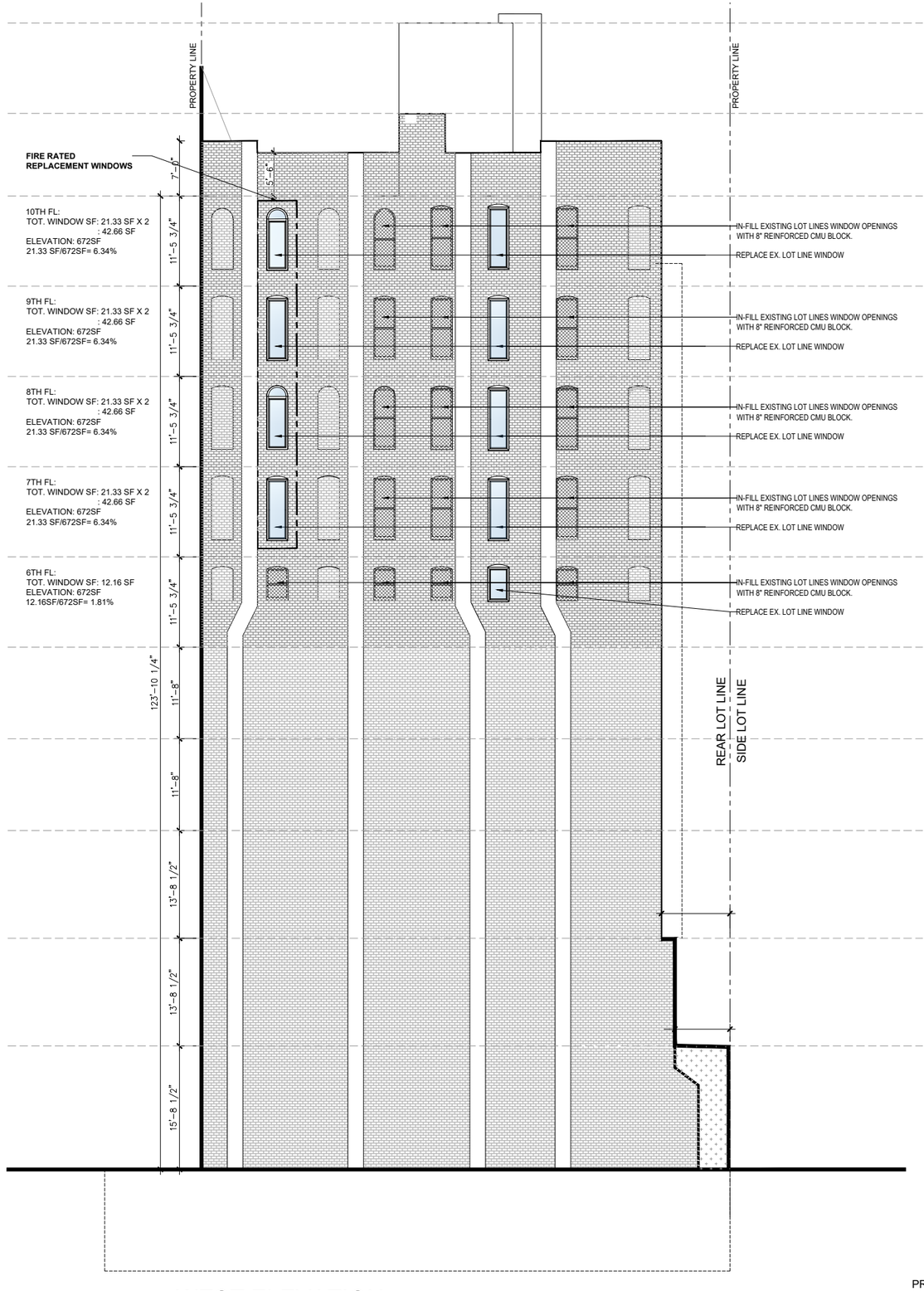
TITLE :
NORTH AND EAST ELEVATION

SCALE : AS NOTED
Date 08-13-25
Project Number
Drawn By
A-16



SOUTH ELEVATION

SCALE : 1/16" = 1'-0"



WEST ELEVATION

SCALE : 1/16" = 1'-0"

0' 10' 20' 30'

MORALI ARCHITECTS
505 8TH AVENUE, SUITE 2022 NEW YORK, NY 10018
MORALIARCHITECTURE.COM
212.219.2091

STATEMENT OF DIMENSION

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE OUTSIDE FACE OF THE GLASS WINDOWS AND/OR EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR TO THE OUTSIDE OF THE WALL OR PARTITIONS SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND OTHER MECHANICAL EQUIPMENT SPACES OR TO THE OPPOSITE OUTSIDE FACE OF THE GLASS WINDOW AND/OR EXTERIOR WALLS. EACH UNIT CONSIST OF THE AREA MEASURED VERTICALLY FROM THE TOP OF THE 1ST FLOOR TO THE UNDERSIDE OF THE CEILING ABOVE, EXCEPT IN THE CASE OF UNITS ON THE TOP FLOOR WHICH SHALL BE MEASURED TO THE UNDERSIDE OF THE ROOF

ARCHITECTURAL CERTIFICATION
STATE OF NEW YORK - COUNTRY OF MANHATTAN

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

DATE _____ ANTHONY MORALI
ARCHITECT

NOTARIZATION

SWORN TO BEFORE ME
THIS _____ DAY OF _____ 20_____.

DECLARANT / SPONSOR

NAME: DIAMOND LANE LLC
ADDRESS: 14 MAIDEN LANE
MANHATTAN, NY 10038

TAX LOT CERTIFICATION:

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER SHOWN ON THE BLOCK MAP OF THE TEX MAP UNIT OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ _____
TAX MAP CARTOGRAPHER

PROJECT :
14 MAIDEN LANE
MANHATTAN, NY 10038

TITLE :
SOUTH AND WEST ELEVATION

SCALE :	AS NOTED	Date	08-13-25
		Project Number	
		Drawn By	
PAGE #	18 OF 18		A-17

EXH. 2 UNIT PURCHASE AGREEMENT

UNIT PURCHASE AGREEMENT

UNIT NUMBER(S) _____

DIAMOND EXCHANGE CONDOMINIUM

14 Maiden Lane

New York, New York 10038

THIS UNIT PURCHASE AGREEMENT (this "Agreement"), made as of the ____day of _____ 202___, between DIAMOND LANE LLC, a New York limited liability company, having an office at 100 Eagle Rock Avenue, Suite 307, East Hanover, New Jersey 07936 (hereinafter, "Sponsor"), and _____, having an address at_____ (collectively, 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 Diamond Exchange Condominium (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit(s). Sponsor hereby agrees to sell to Purchaser and Purchaser hereby agrees to acquire from Sponsor Condominium Unit(s) No(s). _____(collectively, the "Unit") at the Condominium (as designated in the Declaration), together with the undivided percentage of common interest in the Common Elements as set forth in the Schedule B to the Declaration and as set forth in the Offering Plan, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

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

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

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

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's official bank check(s), made payable to the direct order of "Augspach Law PLLC, as Escrow Agent". Unless Sponsor elects for the

Balance be paid by wire transfer, the check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be official bank or cashier's check, made payable to the direct order of "Diamond Lane LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent (as defined in Article 4) 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 (including without limitation, 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). Notwithstanding anything to the contrary stated herein, Sponsor shall have the right to have Purchaser pay the Balance in the form of wire transfer, certified check, bank check or any other form of payment in Sponsor's sole and absolute discretion.

4. Deposit.

4.1 The law firm of Augspach Law PLLC, with an address at 1280 Fifth Avenue, New York, New York 10029, telephone number (212) 804-8746, shall serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Francisco Augspach, Esq. a/k/a Enrique Francisco Augspach, Esq. to serve as signatory on the "Escrow Account", as defined below. 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 the in any of the foregoing.

4.2 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 this Purchase Agreement or otherwise concerning the release of the Deposit from escrow.

4.3 The Escrow Agent has established the escrow account at CapitalOne Bank, N.A., 299 Park Avenue, New York, New York 10171 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Diamond Exchange Condominium Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

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

4.5 The interest rate for all Deposits made into the Escrow Account shall

be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

4.6 Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

4.7 If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (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, 21st Floor, New York, NY 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.

4.8 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.

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

4.10 The Escrow Agent shall release the Deposit if so directed:

(a) To Sponsor 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 Escrow Agent is not directed to release the Deposit pursuant to paragraphs 4.10 (a, b, or c) above, and Escrow Agent receives a request by either party to release the Deposit, then 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 the 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 4.10 (a, b, or c) above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

4.11 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 acceptance 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.

4.12 Any provision of the 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. However, this shall only apply to initial Purchasers who purchaser their Unit from Sponsor.

4.13 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

4.14. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352- e(2-b) and 352(h).

4.15 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which

is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

4.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

4.17 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 Purchase Agreement.

4.18 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.

4.19 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 this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of New York Residence, Inc., 1501 Broadway, 26th Floor, New York, New York 10036 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve (12) 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.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a Unit Deed with bargain and sale covenants against grantor's acts conveying fee simple title to the Unit to Purchaser, which deed shall be in substantially the form contained 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 The executed deed shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser.

6.3 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Internal Revenue Service and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with Internal Revenue Code §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Plan. 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 Purchaser's title insurance 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 insurance company referenced in Part I of the Plan would be willing to do so at its regular rates and without additional premium.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in the Permitted Exceptions. 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 being at the request of 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 that 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 Article 7.3 shall survive the closing of title.

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 on the basis of the period for which assessed; and

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

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 and shall not be considered a defect in title; 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 hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit according to its undivided percentage interest in the condominium. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

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) the apportionment of those items set forth in this Article 8 shall be:

(i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) an amount equal to 0.04%, which is 14.6% per annum, (or such lower rate per day which is the legal limit of 16% per annum, if 0.04% per day exceeds the legal limit) of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date); and (iii) Purchase shall pay Sponsor's counsel $350.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 If at a Purchaser's request Sponsor grants an adjournment or adjournments of his or her closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit.

8.6 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.

8.7 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.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's electronic payment, wire transfer, or by official bank check drawn only upon a bank that is a member of the Clearing House Payments Company f/k/a New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

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

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

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property), if applicable;

(d) the premium for mortgage title insurance, if required by Purchaser's lender; and

(e) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $ (per plan) to Augspach Law PLLC, Sponsor's counsel in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $1,000.00 if the Closing is held outside New York County. In the event Purchase is in default hereunder and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $1,000.00 to attorneys for Sponsor for the preparation of a letter of default. Notwithstanding the foregoing, Purchaser is responsible for all fees described herein and in

the Closing Costs and Adjustments section of the Plan, whether or not such costs are set forth in this Agreement.

9.5 Purchaser shall make a contribution to the working capital fund and reserve fund of the Condominium, payable to the Board, each in the sum of one (1) month's common charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. If the property taxes of the Unit have no

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title.

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, reputable overnight courier or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, 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 Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor 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) if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) if Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons 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 written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate this Agreement. If Sponsor so elects to terminate, this Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of

the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination 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 for such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 11(d) below, the Deposit (including all interest, if any) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(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 described in clause (a) above, i.e., to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that are described in the Plan as being included

in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of Equal or Better Quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the Section entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or final Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

17.4 Sponsor has projected that, based upon currently anticipated schedules; construction of the Building will be sufficiently completed to permit closings of Units to begin pursuant to the Offering Plan. If the First Unit Closing is delayed twelve (12) months or more from this date then Purchaser will be offered a right to rescind the Purchaser Agreement. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty,

governmental action (including stop work orders and pandemic restrictions), labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit. Purchaser's rights as set forth in the Plan in respect thereof apply in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which are hereby expressly waived by Purchaser.

17.5 Sponsor is obligated to work on the Building in accordance with all applicable codes, and filed building plans and specifications, as well as the provisions of the Plan.

18. Warranties of Construction. Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable laws and the Plans and Specifications, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws and the Plans and Specifications shall be resolved in favor of the latter. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser shall carefully inspect the Unit

and shall complete, date, and sign the Inspection Statement (in the form set forth as Schedule A to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

20. 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:

20.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, 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.

20.2 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 not 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 within thirty (30) days of making the election, 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. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. If a Purchaser takes possession of a Unit prior to closing title —i.e., via an interim lease– he or she will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place;

therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that New York Residence, Inc. and _____(collectively, the "Broker") are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title and are not made for the benefit of any third parties.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, gender, age, disability, marital status. Or other grounds prohibited by law. 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 above, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other

entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and/or the distribution of its profits.

23.3 If Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Sponsor's counsel, two (2) 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 consented to 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 an official bank or cashier's check, in the amount of $1,000.00 ("Assignment Fee") made payable to Augspach Law PLLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Article 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to Purchaser's Immediate Family Members —as defined below–, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the

management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. 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 reasonable 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's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. 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 grounds proscribed by law.

25. Notices.

25.1 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 confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney; and to Sponsor at the address first subscribed with a copy sent simultaneously and in like manner to Augspach Law PLLC, 1280 Fifth Avenue, New York, New York 10029. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Plan shall be delivered via regular mail. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Augspach Law PLLC 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. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. 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, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Additionally, 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 correct any error and or omissions that may have occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

29. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or

expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise). Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the

United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. A Purchaser who does not obtain financing may lose the Deposit if he or she is unable to otherwise raise the monies for the Balance of the Purchase Price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's 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, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. If Purchaser does not prevail, Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this Article shall survive

closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1. Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2. As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self- operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3. Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York, or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5. Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6. The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of the Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4303, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

39. No Representations. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, 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 shall not be relieved of any of Purchaser's obligations hereunder, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial or insubstantial inaccuracy or error, including but not limited to immaterial or insubstantial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

40. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

41. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

46. Smoking Policy. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building includes, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

DIAMOND LANE LLC, Sponsor

By:_____
Name:
Title:

_____

_____,

Purchaser

_____

_____,

Purchaser

WITH RESPECT TO PARAGRAPH 4:

ESCROW AGENT:

AUGSPACH LAW PLLC

By: _____
Francisco Augspach, Esq.

SCHEDULE A

INSPECTION STATEMENT

Diamond Lane LLC
100 Eagle Rock Avenue, Suite 307
East Hanover, New Jersey 07936

Re: Unit No(s).
DIMAOND EXCHANGE CONDOMINIUM

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found all items in good condition, free of chips, mars, breaks or other defects:

Exceptions:

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Sponsor's Representative

EXH. 3 FORM OF UNIT DEED

UNIT DEED

THIS INDENTURE made as of the _____day of_____, 202___, between DIAMOND LANE LLC, a New York limited liability company, having an office at 100 Eagle Rock Avenue, Suite 307, East Hanover, New Jersey 07936 (hereinafter referred to as the "Grantor"), and_____, having an address_____ (hereinafter referred to as the "Grantee");

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit No.___together with a_____% undivided interest in the common elements of the Diamond Exchange Condominium, also known by the street number 14 Maiden Lane, County of New York, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the Condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the Office of the City Register of the City of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____in Block 394 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of Brooklyn and on the floor plans of the Building (the "Floor Plans"), certified by_____, on the_____day of_____, 202____, and filed in with the Real Property Assessment Department of the City of New York on the _____day of_____, 202____, as Condominium Plan No. ____and also filed in the Office of the City Register of the City of New York as Condominium Map No._____under CRFN_____.

Together with an undivided_____% interest in the Common Elements (as such term is defined in the Declaration);

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of the Diamond Exchange Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property");

To have and to hold the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Board of Managers of the Condominium the Unit is intended for (residential/storage/retail) purposes only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor. The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

DIAMOND LANE LLC, Grantor

By:_____
Name:
Title:

_____

_____, Grantee

_____

_____, Grantee

STATE OF NEW YORK)

) ss:

COUNTY OF_____)

On the ____day of _____in the year 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF_____)

On the ____day of _____in the year 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

SCHEDULE A PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Maiden Lane, distant 35 feet 1 inch (Deed; 34 feet 11 inches, Tax Map) northwesterly from the corner formed by the intersection of the southwesterly side of Maiden Lane with the northwesterly side of Liberty Place;

RUNNING THENCE southwesterly, 7 feet 8 inches to a point which was the center of a former party wall partly on the premises hereby conveyed and partly on the premises adjoining the same on the southeast;

THENCE southwesterly, 23 feet 3 inches to the rear line of the premises known as No. 16 Maiden Lane where the same adjoins the land now or formerly of the Estate of J. Gardner;

THENCE northwesterly, along said land now or formerly of J. Gardner deceased, 6 inches;

THENCE southwesterly, along land now or formerly the Estate of J. Gardner deceased, 32 feet 4-3/4inches to land now or formerly of the Society of Friends;

THENCE northwesterly, along said land now or late of the Society of Friends, 23 feet 4 inches to land now or late of A. Binninger;

THENCE northeasterly, along said land now or late of A. Binninger, 68 feet 2 inches (Deed; 66 feet 3 inches, Tax Map) to the southwesterly side of Maiden Lane;

THENCE southeasterly, along the southwesterly side of Maiden Lane, 23 feet 5 inches (Deed; 23 feet 7 inches, Tax Map) to the point or place of BEGINNING.

EXH. 4 DECLARATION OF CONDOMINIUM

Declaration of Condominium

DECLARATION OF THE DIAMOND EXCHANGE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Manhattan, County of New York, and City and State of New York on this _____day of _____202__, DIAMOND LANE LLC (the "Owner" or the "Declarant"), a limited liability company existing under the laws of the State of New York, whose office is situated at 100 Eagle Rock Avenue, Suite 307, East Hanover, New Jersey 07936 does hereby declare as follows:

ARTICLE 1 SUBMISSION OF PROPERTY

1.1. Submission of Property. Declarant hereby submits the Land and the Building (each as hereinafter defined), and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as the "DIAMOND EXCHANGE CONDOMINIUM" (the "Condominium").

1.2. The Land. Included in the Property described above is all Declarant's fee interest in that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County of New York, City and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof.

1.3. Condominium By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the By-Laws of the Condominium which shall govern the general operation, use and occupancy of the Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "By-Laws").

1.4. Defined Terms: All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the By-Laws. In the event of a conflict between the terms and provisions of this Declaration and the terms and provisions of the By-Laws, the terms of this Declaration shall in all events govern.

ARTICLE 2 DEFINITIONS

Affiliate: With respect to any person or entity, means a person or entity which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such person or entity. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean

the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the legal or beneficial interest in such entity.

Board of Managers: The governing body of the Condominium initially comprised of three (3) managers appointed by Declarant.

Budget Allocations: The allocation of Common Expenses among the Unit Owners set forth in Schedule B to this Declaration.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws (including all amendments thereto): One of the documents governing the operation of the Condominium, the form of which is annexed hereto as Schedule C.

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

Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

Common Elements: The Land, all parts of the Building other than the Units, including the foundation, roof, columns, beams, mechanical pipes, shaft, and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The Units and Common Elements comprising the Property to be called the Diamond Exchange Condominium.

Condominium Act: Article 9-B of the New York State Real Property Law.

Declarant: Diamond Lane LLC, and/or its successors, assigns, and/or designees, including any Persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably.

Declaration (including all amendments thereto): The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

Department of Buildings: The Department of Buildings of the City of New York.

Department of Law: The New York State Department of Law.

Floor Plans: See Tax Lot Drawings.

House Rules: A set of rules regulating the ownership, use and enjoyment of Units and Common Elements included as an attachment to the By-Laws, as they may be amended by the Board of Managers from time to time.

Institutional Mortgage: A mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, real estate investment trust, real estate mortgage investment conduit, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the Seller or any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans.

Licensee: A purchaser or holder of a license to a Licensed Space.

License Fee: Fees payable to the Board of Managers by each licensee of Licensed Space.

Licensed Space: Any portion of Common Elements restricted in use and subject to exclusive license agreements, and any Units that may come under the control or ownership of the Board of Managers, on behalf of all Unit Owners.

Limited Common Elements: Those Common Elements for which a Unit Owner will have the exclusive right to use.

Permitted Mortgage (also referred to as a "Registered Mortgage" if such Permitted Mortgage qualifies as a Registered Mortgage): A mortgage of a Unit or Units permitted to

be placed thereon pursuant to the provisions of the By-Laws, and/or any construction or mezzanine finance loan or preferred equity loan provided to Declarant.

Permitted Mortgagee (also referred to as a "Registered Mortgagee" if such Permitted Mortgage qualifies as a Registered Mortgage): The holder of a Registered Mortgage.

Plans and Specifications (also referred to as "Plans"): The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Declaration.

Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

Registered Guarantor: A guarantor on a Permitted Mortgage who has registered with the Board of Managers by supplying the Board with the name and address of the guarantor.

Registered Mortgage: A mortgage held by a Registered Mortgagee.

Registered Mortgagee: A mortgagee that holds a mortgage on a Unit that has provided notice to the Board of Managers indicating they hold a mortgage on a Unit, which notice contains a copy of the mortgage along with the contact information for the mortgagee.

Reserve Fund. Funds collected by the Board of Managers primarily for capital replacements and other long-term expenses.

Residential Unit: A the private areas of floors, other than the cellar, ground floor and the roof intended to be used for residential purposes.

Residential Unit Owner: The owner of a Residential Unit.

Retail Unit: The condominium unit on the ground floor, which includes a dedicated storage area in the cellar.

Retail Unit Owner: The owner of the Retail Unit.

Sponsor: The Declarant who is offering the Units in this Condominium to the public at the given time in question.

Sponsor's Mortgagee (or "Sponsor's Registered Mortgagee"): Any Registered Mortgagee holding a Registered Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant.

Storage Unit: One of nine (9) private storage closets located in the cellar.

Storage Unit Owner: The owner of a Storage Unit.

Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of three Residential or Retail Units, in any combination, or 20 percent of the Common Interest in the Condominium, whichever is less, which are not purchased for occupancy or use by the purchaser, its principal, or one or more members of his or her immediate family, but primarily for leasing and/or reselling. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

Tax Lot Drawings (also referred to as "Floor Plans"): Tax lot drawings filed simultaneously with the recording of this Declaration in the New York City Register's Office, which drawings set forth a description of the Building, and stating the number of stories, the number of Units and their layout, and the Common Elements, and any amendments thereto.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or to Common Elements leading to a public street, and may have exclusive use, enjoyment and access to a terrace or balcony. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

Unit Owner: The owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners".

Unsold Units: Any Units owned by Sponsor or Successor Sponsor —other than any Unit purchased by and for the use of Sponsor, Affiliate of Sponsor, or its designee or principals– until such time as the same have been sold to anyone other than a Successor Sponsor.

ARTICLE 3 DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Declarant owns a building on the parcel of land described above, to be converted to a condominium known as the Diamond Exchange Condominium according to Tax Lot Drawings filed simultaneously with the recording of this Declaration.

The Condominium will consist of one building containing a total of Nine (9) Residential

Units, One (1) Retail Unit, and Nine (9) Storage Units, and Common Elements, including the Limited Common Elements, all as set forth in the Tax Lot Drawings. Each Unit Owner will have fee ownership in, and exclusive right of occupancy and possession of each Unit, together with an undivided interest in the Common Elements of the Condominium as set forth and defined in this Declaration, all in accordance with Article 9-B of the Real Property Law of the State of New York. The designation of what constitutes the Residential Units, Retail Unit, Storage Units, and the Common Elements may be changed by mutual consent of the Unit Owners and shall be reflected in an amendment to the Declaration.

The Condominium has a total land area of 1,512 square feet, and the Building contains approximately 14,645 gross square feet of floor area.

ARTICLE 4 DIMENSIONS OF UNITS

Each Residential Unit comprises of an entire floor and may be colloquially described as full floor units. The Residential Units, being full floors, are measured horizontally from the exterior side of the exterior walls to the exterior of opposite exterior walls; and vertically from the top of the concrete floor slab (or subfloor, where there is no concrete slab) below to the underside of the finished ceiling. Notwithstanding the foregoing, common hallways, stairs, and elevator shafts, which are found at every floor to connect them, and window sills between portions of facades created by receded windows are Common Elements and not part of any Unit, even if square footage counts per floor may suggest otherwise.

The Retail Unit is measured on the ground floor in the same manner as the Residential Units, except that (i) it also excludes the utility closet leading into the ground floor common hallway, which is Common Element; and (ii) it includes as part of the Unit that certain area designated STORAGE (Com.) in the cellar floor plan.

The Storage Units are located in cellar. Eight of them are in the area designated INDIVIDUAL DEEDED STORAGE UNITS in the cellar floor plan. Storage Unit number 9 is located in the cellar public hall.

In all cases where Units abut other Units or Common Elements other than exterior walls —as in, for example, on all sides of each Storage Unit, or where Residential Units and the Retail Unit meet the common hallways, stairs and elevator shaft– the Unit ends on the interior side of the sheetrock facing the Unit.

ARTICLE 5 COMMON ELEMENTS

5.1 Common Elements. The Common Elements include those portions of the Building that are designated as Common Elements on the Tax Lot Drawings, and to the extent not specifically identified as such, all other parts of the Property (other than those areas and items specifically identified as part of a Unit or a Limited Common Element) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

(b) all sidewalks, fences, and landscaped areas benefiting any Common Element, or not otherwise designated as a Common Element or Limited Common Element, or a part of a Unit;

(c) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material), and ceilings and floors separating the Units from one another, and from exterior walls and facades (but not including windows);

(d) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting more than one Unit;

(e) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, and transformers serving or benefiting any Common Element, or more than one Unit;

(f) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems, including the backflow prevention valve and its closet located on the ground floor, and excluding, however, all such items located within a Unit and serving only that Unit,;

(g) all electric service rooms, gas, steam and water meter rooms, telephone rooms, fiber optic cables, cabinets and rooms, mechanical and utility rooms serving or benefiting any Common Element, or more than one Unit, and rooms and installations for any other Building services;

(h) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary

or convenient for the existence, maintenance, operation or safety of the Common Elements, or more than one Unit, including the elevator counterweight shaft and its access door located in one bathroom at most residential floors, and the telecom closet in the cellar;

(i) enclosing walls and doors surrounding mechanical equipment;

(j) all utilities and mechanical and electrical transfers and equipment, and vaults for such utilities used for the Common Elements, or more than one Unit;

(k) portions of the Building housing equipment servicing more than one Unit and not allocated as a Limited Common Element;

(l) portions of the roof housing equipment servicing more than one Unit (but not including the equipment), or shown on the Tax Lot Drawings as Common Elements;

(m) whether or not specifically identified as part of the Common Elements (or identified at all) on the Tax Lot Drawings, all other parts of the Property either existing for the common use of all of the Units, or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

5.2. Limited Common Elements. Limited Common Elements consist of the portions of the Property other than the Units existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include any terraces or balconies that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans, such as the HVACs on the roof serving respective Units, and the roof terrace facing the north side of the Building, which is exclusive to Unit 10. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Unit Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The repair and replacement of the exterior surface of any terrace shall be performed by the Board of Managers and charged to the Unit Owner. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements to such terrace shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are

necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Owner of a Unit to which such Limited Common Element is appurtenant, or its tenants, guests and/or invitees, shall be performed by the Board of Managers at the cost of such Unit Owner. The Board of Managers shall have the right of access in and through these areas for building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers.

5.3. No Division of Common Elements. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Each Unit Owner shall have the right to use the Common Elements, other than such portion, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such elements are intended, without hindering the exercise of or encroaching upon the rights or other Unit Owners. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with that Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6 USE OF UNITS AND COMMON ELEMENTS

6.1. Use of Units. The Units may only be used for their intended purposes; namely, residential for the Residential Unit; commercial for the Retail Unit; and storage for the Storage Units; subject to the regulations in the By-Laws and the House Rules.

6.2. Violation of Use Restrictions. Each Unit Owner shall be responsible for any violations, fines, and fees imposed as a result of such Unit Owner's —or his or her guests', invitees', tenants', licensees' or agents'–failure to comply with any use regulation on Units or Common Elements, and shall indemnify and hold harmless the Condominium, the Board of Managers and all other Unit Owners against any claim or costs in connection with such failure.

6.3. Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) shall have such obligation pursuant to the Declaration and the By-Laws to maintain or repair such portion of the Property.

6.4. Lot Line Windows. At the time of this writing all Building windows facing the

project East and West —i.e. all windows other than those facing the street or the rear– are so-called lot line windows as indicated in the Floor Plans. This means that the right to maintain them may be extinguished at any time by a municipal agency. In such event, the affected lot line windows will be sealed and closed with no indemnification or compensation for loss to the affected Unit Owners. The Board of Managers shall decide at the time whether the cost of closure will be a common expense or be charged on the affected Unit Owners.

ARTICLE 7 CHANGES TO THE UNITS

7.1. General.

7.1.1. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors.

7.1.2. Any Alterations to be made by any Unit Owner that affects, in any material aspect, the façade of the Building (other than signage and storefronts on the ground floor of the Building permitted as-of-right by local zoning) shall be subject to the prior consent and approval of the Board of Managers, which shall not be unreasonably withheld, conditioned or delayed. The Board of Managers may reject any such alteration out of aesthetic considerations in its own discretion.

7.2. Changes to Boundaries and Tax Lot Drawings. Boundaries and components of each Unit are described in detail in this Declaration, and depicted graphically on the Tax Lot Drawings. The boundaries of the Units in the Tax Lot Drawings shall be substantially the same as those in the Plans. Any differences between the Plans and the Tax Lot Drawings shall be subject to the approval of an affected Unit Owner, provided that such approval shall not be unreasonably withheld if such changes are de minimis. Prior to any de minimis change in the boundaries or change to the Tax Lot Drawings, the party proposing such change shall provide the other party with ten (10) business days' notice of such change.

ARTICLE 8 EASEMENTS

8.1. Board of Managers Easement to Operate and Maintain the Common Elements. The Board of Managers shall have, and each Unit shall be subject to, an easement and a right of access:

(a) to operate, maintain, repair, alter, rebuild, prevent or minimize damage to, and cause to be in compliance with any applicable laws and insurance requirements, the Common Elements;

(b) to inspect for and implement complying with housing and maintenance laws, including —without limitation—compliance with installation of smoke and carbon monoxide detectors, window guards, stove knobs, and fire emergency signage;

(c) to install, operate, maintain, repair, alter and rebuild the Common Elements located in, over, under, through or upon any Unit or elsewhere on the Property, including the elevator counter-weight shaft which is accessible through one of the bathrooms in every Residential Unit;

(d) to perform visual inspection of the Building condition;

(e) to accommodate construction occurring at the Building or at a neighboring property by allowing the installation of fall protections and/or allowing access to terraces and balconies to inspect or perform work on exterior walls; and

(f) to maintain any encroachment on any Unit, resulting from the repair, alteration or rebuilding of the Common Elements.

Access to any Unit or Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the event of an emergency.

8.2. Ingress and Egress. Each Unit Owner, permitted tenants and occupants of the Building, the Building managing agent, the sales agent employed by the Declarant, and all other officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from their Unit. Notwithstanding the foregoing, however, no person shall use or enjoy the Common Elements except in accordance with the reasonable purposes for which they are intended, and without encroaching upon the rights of other persons to do so.

8.3. Utilities.

8.3.1. Each Unit Owner, for its benefit, shall have an easement to, and may, subject to the provisions of this Declaration pertaining to Alterations: (i) install, operate, maintain, repair, alter, rebuild, restore and replace Units, and any pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit, located in, over, under, through or upon the Common Elements; and (ii) install pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities in connection with the design, construction, use, operation and/or occupancy of such Unit in, over, under, through or upon the Common Elements, including but not limited to, penetrating floor slabs; provided that access to the Common Elements or other

portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes or affect the structural integrity of the Building.

8.3.2. To the extent any filings with the Department of Buildings or other municipal agency is necessary for the foregoing or the consent or signature of the Board of Managers is required on any documents, the Board of Managers shall cooperate.

8.4. Repairs and Maintenance.

8.4.1. Provided the Unit Owners are in compliance with all other requirements set forth in this Declaration and the By-Laws, and any regulations promulgated by the Board of Managers, all Unit Owners may have access through all Common Elements to make repairs and installations, provided that in non-emergency situations the Unit Owners shall notify the Board of their intent to work on equipment servicing these Units and conduct such work in a manner designed to cause the minimum amount of disturbance to other Unit Owners.

8.4.2. Access shall be permitted through any portion of the Building in the event of an emergency.

8.4.3. All work to be performed pursuant to this Section must be performed by licensed and insured contractors, and in accordance with applicable law.

8.5. Retail Signage. Subject to the terms of this Declaration, the Retail Unit Owner shall be entitled to place signage on the Retail Unit (but not on or over the residential entrance of lobby) to the extent permitted by the New York City Zoning Resolution and other applicable laws and regulations.

8.6. Ventilation Ducts. Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement to access, operate and maintain ventilation ducts for the purpose of providing fresh air serving the Units located in, over, under, through or upon any Unit and the Common Elements.

8.7. Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

8.8. Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 9 SERVICE OF PROCESS AND BUILDING CODE VIOLATIONS

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. Service of process on Unit Owners with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws pertaining to the Common Elements or one or more of the Units shall be made upon the Board of Managers of the Diamond Exchange Condominium at 14 Maiden Lane, New York, New York 10038, or such other address to be designated by the Board. Subject to conditions stated in the By-Laws, the Board shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board shall be deemed service upon the Unit Owners of the Units in which any such violations exist.

ARTICLE 10 COMMON INTEREST

Each Unit Owner shall have such percentage interest in the General Common Elements and Residential Common Elements as is set forth on Schedule B attached hereto. Each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to such Unit Owner's Unit. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Unit Owners as a group, (as proposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the Common Elements has been determined by the Declarant based upon the floor area subject to the location of such space and the additional factors of relative value to other spaces 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 pursuant to § 339-i(1)(iv) of the Real Property Law. The percentage interest of all of the Units in the Condominium totals one hundred percent (100%).

ARTICLE 11 ADMINISTRATION

The Condominium shall be governed by a three (3) member Board of Managers. The principal officers of the Condominium shall be a President, Secretary and Treasurer, who shall be elected by the Board.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Secretary shall be empowered to take and keep minutes and of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium. If the Board of Managers appoints a professional property manager to take over some or all of the duties of the Secretary or Treasurer, the Secretary or the Treasurer shall not be individually responsible for failure of the property manager to carry out such duties properly, unless they knew or should have known that the property manager was acting improperly.

ARTICLE 12 AMENDMENT AND WITHDRAWAL

12.1. Amendments to the Declaration. Except as otherwise set forth herein, the provisions of this Declaration may only be amended by an instrument executed by the Board of Managers upon the affirmative vote of sixty-seven percent (67%) of the Unit Owners in number, measured by the common interest allocations, except as set forth below. Any amendment to this Declaration shall not take effect until it is recorded in the City Register's Office.

12.1.1. The Retail Unit Owner and his or her common interest allocation shall neither vote nor be accounted for in proposed amendments that do not affect the Retail Unit and do not result in an expense allocation to it by way of common charges.

12.1.2. No amendment shall frustrate the use and enjoyment by a Unit Owner of his or her Unit or any Limited Common Elements appurtenant thereto, except with the express written consent of such Unit Owner. Nothing in this paragraph is intended to protect Unit Owners from temporary loss of use, as may be needed for construction or other work accommodations.

12.2. Consent of Registered Mortgagees. Registered Mortgagees holding mortgages on Units that constitute a majority of the common interests (except where noted otherwise) of the Units that are subject to Registered Mortgages must consent to: (i) any restoration or repair of the Building after a partial condemnation or damage due to an insurable hazard which is not done in accordance with the Documents (ii) any election to terminate the condominium after substantial destruction or substantial taking in a condemnation; and (iii) any reallocation of Common Interests resulting from a partial condemnation or destruction. Wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

12.2.1. A written notice will be sent certified or registered mail with a "return receipt" requested to Registered Mortgagees and Registered Guarantors notifying them of any

material change to the Documents listed in this Article. Approval or consent to any change to the Documents by a Registered Mortgagee will be implied if the Registered Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

12.3. Withdrawal from Condominium Ownership. The Property shall not be withdrawn from Condominium ownership unless at least eighty percent (80%) of the Unit Owners in Common Interest and a least fifty-one percent (51%) of the Registered Mortagees. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the City Register's Office. Notwithstanding the foregoing, wherever in this section the consent of a Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied. In the event of destruction or condemnation of the Building and a recommendation of the Board of Managers not to rebuild, the Common Interest vote required to withdraw from Condominium Ownership shall be reduced to at least sixty-five (65%) percent.

ARTICLE 13 SUBJECT TO DECLARATION, BY-LAWS, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration and the By-Laws, and the mere acquisition or rental of any of the Units shall signify that the provisions of the Declaration and the By-Laws of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE 14 COMMON CHARGES

14.1. Assessment of Common Charges. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine Common Expenses, and allocate and assess Common Expenses amongst the Unit Owners, primarily based on their respective Common Interest allocations. In other respects, the Board of Managers may allocate charges differently, if necessary for intrinsic fairness based on actual use, enjoyment and consumption, to the extent permitted by section 339-m of the Condominium Act. Without limiting the foregoing, expenditures for insurance premiums may be allocated according to retail and residential uses consistent with the components of the insurance

quotes for the entire Building. Whenever the Board of Managers adopts an allocation differing from the Common Interest percentages the Board of Managers shall maintain documentation evidencing the rationale for the allocation. No Storage Unit shall be exempt from any common expense shared by all Residential Units on the basis of lack of use or consumption.

14.2. Lien Against Units. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on their Unit prior to all other liens except: (a) tax or assessment liens on the Unit by any governmental taxing authority, including but not limited to, State, County, and City taxing agencies, if any; and (b) all sums unpaid on any mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York by the Condominium in like manner as a mortgage on real property, and costs incurred including reasonable attorney's fees (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, the holder of an Institutional Mortgage of record or other purchaser of a Unit at a foreclosure sale, their successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charges to all Unit Owners as a Common Expense.

14.3. Unit Owners' Obligation to Pay Common Charges. Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by themselves of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By- Laws.

14.4. License Fees. The Board of Managers may collect License Fees from Licensees of common areas or any Unit in the control of the Board, as the Board may negotiate with the affected party or impose in its best judgment if no agreement is reached.

ARTICLE 15 UNITS ACQUIRED BY THE BOARD AND UNIT POWER OF ATTORNEY

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners. To the extent permitted

by law, every person who takes title to a Unit irrevocably grants the Board of Manager a power of attorney to administer his or her respective Common Interest in any Unit acquired by the Board, including the powers to sell, lease and mortgage, without specific or express written consent in the Board's sole discretion. No further written assurances shall be demanded of the Board in order to exercise this power of attorney. This power of attorney excludes any ability in the Board to cast votes on any matter based on any Common Interest allocated to any Unit coming into ownership or control by the Board.

ARTICLE 16 ENCROACHMENTS

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist as long as the Building or reconstructed building shall stand.

ARTICLE 17 UNIT OWNERSHIP

Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as the purchaser ceases to own the Unit for any reason.

Storage Units may only be owned by owners of Residential Units or by the Retail Unit Owner. Conveyance to any other party, without simultaneous conveyance of a Residential Unit or the Retail Unit is void.

ARTICLE 18 CONVEYANCE OF A UNIT

Upon any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid Common Charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an Institutional

Mortgage of record or other purchaser of a Unit at a foreclosure sale of an Institutional Mortgage.

ARTICLE 19 COVENANTS AND RESTRICTIONS

The use of a Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration, the By-Laws, and the House Rules, as the same may be amended from time to time.

ARTICLE 20 UTILITIES

Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges according to the provisions of Article 14.

ARTICLE 21 INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any remaining part or parts hereof, and the same shall continue in full force and effect.

ARTICLE 22 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 23 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24 CERTAIN REFERENCES

24.1. A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2. The terms "herein", "hereof", or "hereunder" or similar terms in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25 SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article.

ARTICLE 26 COVENANT OF FURTHER ASSURANCES

26.1. General. Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board or otherwise, shall upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.1.1. If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

26.1.2. If any Unit Owner, the Board or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney in fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or

take such instrument or to take such action in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

26.2. Estoppel and Agreement. Upon the request of a Unit Owner, the Board of Managers will enter into an estoppel and agreement with such Unit Owner or an existing or proposed lender in form reasonably acceptable to such Unit Owner or existing or proposed lender, and which by its terms may be relied on by the Unit Owner's existing or proposed lender. The estoppel and agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner:

(a) confirmation that the Declaration and By-Laws, as amended to date, are complete, correct and in full force and effect;

(b) a statement as to the amount of Common Charges and assessments and all other amounts due to the Condominium by the Unit Owner at the time specified by the Unit Owner, and confirmation of all payments made to that date and a statement as to the monthly Common Charges and special assessments payable following a closing;

(c) confirmation of the then current budget of the Condominium and the amounts payable by the applicable Unit Owner, and an agreement that the calculation of payments due from the Unit Owner or services provided to the Unit Owner will not be changed without its consent;

(d) an agreement to deliver all notices that are sent to the Unit Owner to its lender or lender's designee at the address provided;

(e) confirmation that any lender to a Unit Owner shall be deemed a "Permitted Mortgagee", or "Registered Mortgagee" if they perform the actions set forth in Article 2 hereof, by the Condominium;

(f) confirmation that the current use of the Unit does not violate the terms of the Declaration and By-Laws;

(g) agreement that the tenant of a Unit Owner is a third-party beneficiary of the obligations of the Condominium to the Unit Owner;

(h) confirmation to the lender of the provisions of the Declaration allowing the applicable Unit Owner to make alterations to the Unit and an agreement to permit the tenant of the Unit Owner to undertake such alterations if designated by the Unit Owner to do so;

(i) agreement that the Condominium shall have the same rights to consent to the actions of the tenant of a Unit Owner as it does to an action of the Unit Owner;

(j) agreement to provide the lender of a Unit Owner ten (10) days' prior notice of any action or sanction that the Board of Managers has determined to take against the Unit Owner; and

(k) a confirmation to the lender of a Unit Owner that it knows of no posted violations against the Unit or pending bankruptcy with respect to the Unit Owner other than those set forth in the estoppel and agreement.

26.3. Further Assurances Requested by Declarant. Without intending to limit the generality of the foregoing, the Board of Managers and each Unit Owner shall be required, upon the request of Declarant, to execute and delivery any applications or documents reasonably required in connection with any merger, any declaration of zoning lot restrictions or any zoning lot development agreement.

ARTICLE 27 NOTICE AND CONSENTS

Whenever a Unit Owner is permitted, pursuant to the terms of this Declaration, to make Alterations or other changes to its Unit, the Declaration or the By-Laws, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners written notice at least fifteen (15) days prior to commencing any such alteration or submitting such application.

ARTICLE 28 INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Schedule A; (ii) the schedule of the Units annexed hereto as Schedule B; (iii) the By-Laws annexed hereto as Schedule C; and (iv) the Tax Lot Drawings, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 29 AUTHORIZATION TO BORROW

The Board of Managers is authorized, subject to the restrictions set forth in the By-Laws, to incur debt on behalf of Unit Owners to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes. The repayment of any and all such debt may be secured and paid as provided in Section 339-jj of the New York Real Property Law.

ARTICLE 30 TRANSITIONAL PROVISIONS (DECLARANT'S POWERS)

30.1 General. Notwithstanding the foregoing or anything in the By-Laws or the House Rules, for as long as Declarant holds a single Unsold Unit, Declarant may exercise all the powers in this Article.

30.2. Work on Units. Declarant may make alterations to Units owned by Declarant without the prior approval and consent of the Board of Managers in any manner that does not materially and adversely affect any structural elements of the Building or any Building systems that serve other Units or the Common Elements.

30.3. Construction Access and Cooperation. Declarant may perform or continue to perform any work promised by Declarant in the offering plan for the Condominium without the prior approval of the Board of Managers. To this end, Declarant may access all portions of the Building. The Board of Managers and all Unit Owners shall cooperate with Declarant's construction access requests and shall execute any work applications that may require their signatures for processing by the Department of Buildings or any other agency overseeing the construction of the Building. If any Unit Owner, the Board or other party which is subject to this Declaration fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, stating the reasons why such Unit Owner, the Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or take such action, in the name of such Unit Owner, the Board or other party and such document or action shall be binding on such Unit Owner, the Board or other party, as the case may be.

30.4 Sales Office and Signage. Declarant may use the Retail Unit or any Residential Unit it owns as a field sales office and/or model staging. Declarant may place appropriate directional and identification signs on the exterior of the Building and signs relating to the marketing of Units for sale or lease by Declarant.

30.5 Utility Easements. Declarant shall have the absolute right (without any obligation to obtain the consent of the Board or any other Unit Owner or other part except as required by law) to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as Declarant shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing

utilities will not prevent or unreasonably interfere with the permitted use of Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not reduce the usable square footage of the any Unit nor prevent or unreasonably interfere with the permitted use of Units.

30.6 Alterations by Declarant.

(a) Declarant shall have the right, without the consent or approval of the Board or other Unit Owners, to make Alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s), even if the same result in appropriation of Common Elements into units, or their designation as Limited Common Elements;

(b) change the layout of, or number of rooms therein;

(c) change the size of the Unit(s) by (i) subdividing its Unit into two or more separate Units, (ii) combining two or more Units resulting from such subdivision or otherwise into one or more units, (iii) altering the boundary walls between any two or more separate Units resulting from such subdivision or combination, or (iv) with respect to the Residential Units only, otherwise including and incorporating Common Elements into such Residential Unit;

(d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to the preceding sub-paragraph (b) their respective Common Interests; provided, however, that with respect to any such Alteration:

(i) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the Owner of such other affected Unit shall consent thereto;

(ii) any such Alteration or change shall comply with all applicable law;

(iii) the Unit Owner making any such Alteration or change shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom; and

(iv) such Alteration shall not jeopardize the soundness or structural integrity of the Building.

(e) penetrate walls, or, if a Unit consists of multiple floors, penetrate any concrete floor slab within the Unit, provided same does not jeopardize the structural integrity of the Building.

30.7 Development Rights. Any portion of the unused floor area development rights that

are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Declarant, but may be utilized by Declarant or any party acquiring the same from the Declarant (the "Development Rights Purchaser") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA").

30.8 Successor Sponsor. The rights of Declarant in this Article and the By-Laws do not inure to the benefit of Unit Owners who purchase from Sponsor. Declarant may assign its rights herein to a successor sponsor it may designate in writing simultaneously with the transfer of at least one Unsold Unit. In such event, Declarant may in its sole judgment grant all the powers recited herein and in the By-Laws or selectively choose which powers follow the successor sponsor of which Unit. A copy of the written instrument listing the powers assigned to a successor sponsor shall be delivered by the successor sponsor to the Board of Managers together with a copy of the deed conveying the Unsold Unit(s).

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _ _ day of_____, 202__.

DECLARANT:
DIAMOND LANE LLC

By: _____
Name:
Title:

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 that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual acted, executed the instrument.

_____

Notary Public

SCHEDULE A — LEGAL DESCRIPTION OF PROPERTY

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Maiden Lane, distant 35 feet 1 inch (Deed; 34 feet 11 inches, Tax Map) northwesterly from the corner formed by the intersection of the southwesterly side of Maiden Lane with the northwesterly side of Liberty Place;

RUNNING THENCE southwesterly, 7 feet 8 inches to a point which was the center of a former party wall partly on the premises hereby conveyed and partly on the premises adjoining the same on the southeast;

THENCE southwesterly, 23 feet 3 inches to the rear line of the premises known as No. 16 Maiden Lane where the same adjoins the land now or formerly of the Estate of J. Gardner;

THENCE northwesterly, along said land now or formerly of J. Gardner deceased, 6 inches;

THENCE southwesterly, along land now or formerly the Estate of J. Gardner deceased, 32 feet 4-3/4inches to land now or formerly of the Society of Friends;

THENCE northwesterly, along said land now or late of the Society of Friends, 23 feet 4 inches to land now or late of A. Binninger;

THENCE northeasterly, along said land now or late of A. Binninger, 68 feet 2 inches (Deed; 66 feet 3 inches, Tax Map) to the southwesterly side of Maiden Lane;

THENCE southeasterly, along the southwesterly side of Maiden Lane, 23 feet 5 inches (Deed; 23 feet 7 inches, Tax Map) to the point or place of BEGINNING.

SCHEDULE B — UNIT SCHEDULE

SCHEDULE C — BY-LAWS OF THE CONDOMINIUM

EXH. 5 BY-LAWS

By-Laws

BY-LAWS OF THE DIAMOND EXCHANGE CONDOMINIUM
14 Maiden Lane, New York, New York 10038

ARTICLE I GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Diamond Exchange Condominium (the "Condominium").

1.2. Personal Application. All present and future Unit Owners, mortgagees, lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and the House Rules.

1.3. Definitions. Any capitalized words herein that are undefined in these By-Laws shall have the same definitions as in the Declaration.

1.4. Principal Office of the Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Board.

ARTICLE II BOARD OF MANAGERS

2.1. General Description of Board of Managers. The affairs of the Condominium shall be managed by a three (3) member Board of Managers. The principal officers shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Secretary shall take the minutes of all meetings and keep the books and records of the Condominium, including the minutes.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records of the Condominium.

The Board of Managers, in its discretion shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium, or two assist the three officers in their duties.

2.2. Eligibility Requirements for Board Members. Only a Unit Owner, the principal or officer of a Unit Owner, the trustee of a Unit in trust, the spouse of a Unit Owner, or a court-appointed personal representative of the Unit Owner or his or her estate, or the

resident beneficiary of a Unit in trust —if and only if the trustee delegates in writing the political powers to the trust beneficiary– are eligible for election to the Board of Managers.

2.3. Election of Board Members. All elections of Board Members shall be determined by plurality vote. When voting for Members of the Board of Managers, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Article III, Section 3.3 for each member to be elected by the Unit Owners. Board Members shall hold their position for up to three (3) year terms, ending on the annual shareholder's meeting where their seat is up for election. If there is no annual meeting due to lack of quorum, Board Members shall hold their position until the following periodic annual meeting and election.

2.4. Term and Stagger. The terms of all three seats shall be staggered to ensure, where possible, that only a single seat is up for election every year as follows:

(a) If a single board seat is up for election, the elected member shall serve for a three (3) year term;

(b) If two seats are up for election in the same year, the candidate with the most votes shall hold his or her seat for term of three (3) years, and the candidate coming second in number of votes shall have a term of one (1) year, if the incumbent Board member has a remaining term of two (2) years; or two (2) years, if the incumbent Board member has a remaining term of only one (1) year;

(c) If all three Board seats are up for election, the candidate with the most votes shall have a term of three (3) years; the one coming second most votes shall serve for two (2) years; and the one coming third in number of votes shall serve for one (1) year.

2.5. Duties of the Board of Managers. The Board of Managers shall have the duties necessary for or incidental to the administration of the affairs of the Condominium, and shall make all decisions and take all actions affecting the Condominium and the Common Elements.

2.6. Powers of the Board of Managers. Subject to the terms of the Declaration and these By-Laws, the Board of Managers shall have the powers necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners). These powers shall specifically include, but are not limited to, the following:

(a) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance, and to allocate such Common Charges which may not necessarily be in accordance with each Unit's Common Interest, so long

as it is in a way fairly attributable to all or a portion of the Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners;

(b) To collect, use and expend the Common Charges and assessments collected, to maintain, care for and preserve the Common Elements, and the Common Elements. In no event shall Common Charges, Special Assessments or other funds received by the Board of Managers in connection with repairs of the Common Elements to be utilized to defray any expenses other than those related to the maintenance, repair and preservation of the Common Elements;

(c) To 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;

(d) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Units;

(e) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(f) To insure and keep insured the Common Elements and Units in accordance with these By- Laws;

(g) To collect delinquent Common Charges and/or assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations herein referred to;

(h) To purchase and administer any Unit at a foreclosure sale on behalf of all Unit Owners;

(i) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium in the discretion of the Board;

(k) To 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, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(l) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners;

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that the consent of the Unit Owners obtained at a meeting shall be required for the borrowing of any sum in excess of a year of annual expenses (based on the average of the last three operating years);

(n) To act as an agent of each Unit Owner who has given their written authorization to challenge real property tax assessments by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law;

(o) To collect funds from Unit Owners for the Reserve Fund;

(p) To establish, enforce, amend and otherwise modify House Rules relating to the operation of the Condominium from time to time, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to each Unit Owner. Such House Rules, and any amendments thereto, shall be applied uniformly to all Unit Owners and shall not be discriminatory. The initial House Rules are attached to these By-Laws;

(q) To impose fines and collect the same for breach of House Rules.

2.7. Removal or Replacement of Board Members. The Board Members may be removed and replaced by a court of competent jurisdiction upon a finding of just cause. If any Board seat becomes vacant by reason of death, resignation, disqualification, abandonment, removal from office or otherwise, the Board shall appoint an acting Board member, who shall serve until the next election.

2.8. Board Meetings. Regular meetings of the Board of Managers shall be held at least four (4) times per year. Board of Managers members may appear at meetings by telephone or video conference provided all members may hear and be heard by all other members in attendance. A Board member who is absent to three (3) consecutive regular meetings shall be deemed to have abandoned his or her seat.

2.9. Quorum. A quorum of the Board of Managers shall consist of at least two (2) Board Members. In the event a quorum is not reached at a Board meeting, the Board Member present shall adjourn the meeting in accordance with their rules and send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting.

If there is only one incumbent Board member, he or she shall constitute sufficient quorum for the purposes of appointing two acting Board Members who shall serve until the next Unit Owners' meeting when their seats shall be up for election.

2.10. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions and actions by the Board of Managers affecting the Units, the Unit Owners, the Common Elements and/or Limited Common Elements shall require the vote of a majority of the Board Members.

2.11. Compensation. Board members and officers shall receive no compensation from the Condominium for their services.

2.12. Annual Statement. Before every annual meeting of Unit Owners, the Board shall furnish to all Unit Owners financial statements of the business conditions and affairs of the Condominium for the last completed fiscal year prepared on a review basis in accordance with generally accepted accounting principles, including a balance sheet and profit and loss statement, certified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners. At the annual meeting, the Board shall present, comment and answer questions on such financial statements.

2.13. Liability of Board Members. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by such Board member as agent for the Board of Managers, and that no member of the Board of Managers, or individual Unit Owners shall be liable under such contract, agreement or commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for gross negligence or willful misconduct or acts made in bad faith, and the Unit Owner shall jointly and severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a Board of Managers member in accordance with their duties as such member, except as set forth herein.

2.14. Managing Agent. At its discretion, the Board of Managers may employ a managing agent under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers and the three officers listed in this Article.

ARTICLE III UNIT OWNERS

3.1. Annual Meetings. Meetings of the Unit Owners shall be held at least annually on a date selected by the Board and duly notified to the Unit Owner. At such meetings, the Board shall report on financial and operating matters and the Unit Owners shall vote to fill Board Member seats that are vacant or becoming vacant, in addition to any other matter as the President —or the Vice President, Secretary, or Treasurer in that order of prerogative–, acting as chair at meeting, may allow.

3.2. Special Meetings. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers.

3.3. Voting. Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat be entitled to cast one vote for each 0.01% of Common Interest attributable to such Unit Owner's Unit.

3.4. Quorum. Except when the vote of more than a majority of Unit Owners is required, a quorum of all the Unit Owners shall consist of Unit Owners representing fifty-one percent (51%) of the total Common Interest, in person or by proxy. When a vote of more than fifty-one percent (51%) of Unit Owners is required, a quorum shall consist of the minimum percentage of votes required pursuant to the Declaration and By-Laws. In the event a quorum is not reached at the annual meeting or a special meeting, the Unit Owners present shall adjourn the meeting until the next periodic annual meeting.

3.5. Vote Required to Transact Business. All decisions and actions affecting the Units shall require the vote of a Unit Owners representing fifty-one percent (51%) of the total Common Interest.

3.6. Proxies. All proxies shall be in writing, and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

3.7. Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise stated in the Declaration or these By-Laws, no Unit Owner may vote at any meeting, if the Unit Owner is not current in payment of his or her Common Charges.

3.8. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the By-Laws or Article 9-B of the Real Property Law, such vote and meeting may be dispensed with if all Unit Owners who would have been entitled to vote at such meeting shall consent in writing to any action being taken.

3.9. Notice of Meetings. The Secretary shall deliver written notice of each annual or special meeting to each Unit Owner of record at least twenty (20) but no more than sixty (60) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held. The delivery of a notice in the manner provided in these By-Laws shall be considered notice served.

3.10. Order of Business. The order of business shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Report of officers;
(e) Appointment of Inspectors of the election (by acclamation, and if there is an election);
(f) Election of Board Members (in the event there is an election);
(g) Unfinished business; and
(h) New business.

ARTICLE IV OFFICERS

4.1. Elective Officers. The officers of the Condominium shall be elected by the Board of Managers and shall be a President, Secretary, and Treasurer. Two or more offices may be held by the same person.

4.2. Election. The Board of Managers at its first meeting after each annual Unit Owners' meeting shall elect a President, Secretary, and Treasurer. Only the President is required to be a member of the Board of Managers.

4.3. Appointive Officers. The Board of Managers may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers. The Board of Managers may appoint a Vice President among its members to act as the President when the President is unavailable.

4.4. Term. The officers shall hold office until their successors are elected and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed without cause at any time by the affirmative vote of a majority of the Board of Managers. If the office of any elective officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

4.5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be

an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6. The Vice President. The Vice President, if one is appointed, shall take the place of the President and perform their duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York. The Vice President must be a member of the Board of Managers.

4.7. The Secretary. The Secretary shall attend all sessions of the Board of Managers and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notices of all Unit Owners' meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President under whose supervision he or she shall be.

4.8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and the Board of Managers, at the regular meeting of the Board or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

4.9. Agreements. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers. However, the Board of Managers may, by resolution, determine that any instruments in excess of a specified amount be countersigned by the President and a second officer.

ARTICLE V INDEMNIFICATION

The Condominium shall indemnify any person made, or threatened to be 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 they, their testator or intestate, is or was a member of the Board or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Board or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Board or officer acted, in good faith, for a purpose which he or she reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Board or officer if a judgment or other final adjudication adverse to the member of the Board or officer establishes that their acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

ARTICLE VI REPAIRS AND MAINTENANCE

6.1. Common Elements.

6.1.1 The Board of Managers shall be responsible for all maintenance, repairs and replacement of the Common Elements, except as otherwise set forth in these By-Laws or the Declaration. The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration.

6.1.2 The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines part of the Common Elements, and shall make all necessary structural repairs to any such Common Element, and the cost thereof shall be a Common Expense allocated among Unit Owners as set forth in the budget allocation, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such cost and expense shall be assessed to and paid for by such Unit Owner.

6.2. Repairs and Maintenance of Units.

6.2.1 Except as otherwise specifically provided in the Declaration or in these By-Laws, or as the Board of Managers may otherwise dispose from time to time, all maintenance to the Units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the Units, repairs and replacement to the Units including windows and doors (including all glass breakage), their respective HVAC located on the roof, and

repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth above, and all Limited Common Elements appurtenant to their Units shall be made by the respective Unit Owners at their own expense.

6.2.2 The Board of Managers may at all times adopt uniform color and design, and repair, paint or otherwise maintain the outside of Unit doors and door frames leading to common areas. At its option, the Board may pass bill such repairs to the specific Unit Owner or pass them as common expenses.

6.2.3 In the event that a Unit Owner fails to make any maintenance or repair necessary to protect any of the Common Elements or Limited Common Element appurtenant to its Unit or its own Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with the interest on all sums due.

6.3. Repairs to Limited Common Elements. Each Unit Owner be responsible for all ordinary repairs and maintenance of their Limited Common Elements —including the rooftop terrace appurtenant to Unit 10–at such Unit Owner's cost and expense. Any structural or non-ordinary repairs (non-recurring repair which requires more than the usual annual expense for ordinary wear, including leaks that are not the result of a Unit Owner's negligence) or replacements shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense; provided, however, that any repairs or replacements that are necessitated or deemed advisable by the Board of Managers and result from the negligence or wrongful acts of the Owner of a Unit to which such Limited Common Element is appurtenant, or its tenants, guests and/or invitees, shall be performed by the Board of Managers at the cost of such Unit Owner.

6.4. Standard of Repairs. All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows or the exterior surface of the Building or to any visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Declarant or subsequently permitted by the Board.

ARTICLE VII CHANGES AND ALTERATIONS

7.1. Changes and Alterations to Units. Except as otherwise provided in the Declaration, alterations to the Units are subject to the approval of the Board of Managers. The Unit Owner or tenant seeking to make such alterations shall provide the Board of Managers with copies of all plans and drawings related to the proposed alteration, and any information reasonably requested by the Board of Managers to evaluate the impact of the proposed work on the Common Elements and the use and enjoyment of the Building by all Unit Owners. Upon receipt of all requested information, the Board of Managers shall have fifteen (15) business days to deny the application if it finds that it would have a material adverse effect. Denials must be in writing and state the reasons therefor. The Board of Managers' failure to respond within such time shall be deemed a determination that the proposed alteration will not have any material or adverse effect, unless the Board replies in writing that it requires additional review time of no more than another ten (10) business days. The Board shall not unreasonably deny alterations to the Retail Unit or its Limited Common Elements consistent with its intended use.

7.2. Changes to the Common Elements. Alterations to the General, and/or Common Elements, other than non-structural work occurring exclusively within a Unit, is subject to approval by the Board of Managers in its sole discretion.

7.3. Minimum Requirements. All changes and alterations to the Building, the Common Elements and the Units must be performed in accordance with applicable law by licensed and insured contractors.

ARTICLE VIII NOTICES

8.1. Definition. All notices required or desired to be given hereunder to the Board of Managers, shall be personally delivered; or sent by or certified mail or overnight mail to the office of the Board or to such other address as the Board of Managers may designate from time to time, by notice in writing to all Unit Owners and to all Registered Mortgagees, if required, as the case may be, and if there is a managing agent, a duplicate shall be sent in like manner to such managing agent. All notices to any Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail or overnight mail to the Unit or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board of Managers. All notices by Registered Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Board of Managers. All notices shall be deemed to have been given when personally delivered, sent by overnight mail or mailed in a postage-prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

8.2. Waiver of Service of Notice. Whenever any notice is required to be given under the

provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

8.3. Notice to Registered Mortgagee or Registered Guarantor. The Board of Managers shall provide timely written notice to a Registered Mortgagee or Registered Guarantor for the following:

(a) Notice of unpaid Common Charges and default notice of any default or violation by the Unit Owner in the payment of Common Charges or the observance or performance of any of the provisions of the Condominium Documents as to which the Board of Managers has actual knowledge then exists which remains uncured for a period of sixty (60) days; and when giving notice of any default or violation to such mortgagor Unit Owner, the Board of Managers shall also send a copy of such notice to such Owner's Registered Mortgagee and/or Registered Guarantor.

(b) Notice of any condemnation or casualty loss which affects a material portion of the Property or a Unit on which there is a Registered Mortgage held, insured or guaranteed by such Registered Mortgagee or Registered Guarantor, as applicable.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers.

(d) Notice of any proposed action under the Declaration or these By-Laws which would: (i) change the boundaries of any Unit; (ii) change the interests in the common elements pertaining to a Unit; (iii) change the number of votes pertaining to a Unit; (iv) change the use restrictions of any Unit; (iv) any proposed termination of the condominium.

(e) In no event, however, shall the Board (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any Claims or Liabilities and Expenses for any failure, through oversight or negligence, in giving a Registered Mortgagee or Registered Guarantor of any notice required under subsections (A) through (D) above. Nonetheless: (a) the Board of Managers shall give such missed notice with reasonable promptness after discovering such failure; and (b) if the Board of Managers shall foreclose its lien on such mortgagor's Unit hereof by reason of the mortgagor-Unit Owner's default or violation, the Board of Managers shall pay to such Registered Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board (subject to an in accordance with the lien priority), but not more than the sum as shall be due and owing to such Registered Mortgagee.

ARTICLE IX FINANCES

9.1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President or the Treasurer and such other person or persons as the Board of Managers, may from time to time, designate.

9.2. Common Charges & Assessments.

9.2.1 From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in these By-Laws, except that the Board of Managers shall provide a copy of any proposed budget to Unit Owners thirty (30) days prior to adoption of the same; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners. If the real estate taxes have not been apportioned by Unit, the Board of Managers may pass as a common expense any amounts reasonably necessary to pay the taxes timely based on official or best available estimates.

9.2.2 Budget allocations shall initially be based exclusively on the allocation of Common Interest among the Units. The Board may, upon review of insurance premiums attributed to the actual use of the Retail Unit, allocate the insurance expenses of the Retail Unit exclusively to the Retail Unit, and the balance insurance expenses to all other Units combined.

9.2.3 The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, shall furnish copies of the budget (if different from the originally proposed budget) upon which such Common Charges are based to all Unit Owners and to their respective Registered Mortgagees whenever requested in writing by such Registered Mortgagees. The Board of Managers may in its sole discretion, amend the adopted annual budget and the resulting Common Charges at any time, or pass any special assessments it deems necessary, but the Board shall endeavor to provide no less than ten (10) business days' notice of any increases before their first due date.

9.2.4 Lien for Common Charges. Upon the adoption of a budget and special assessment, there shall be a lien on each Unit for the amount of the entire annual assessment attributable to each Unit, even if the assessments may be payable in monthly installments as Common Charges. Liens for Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. No lien for Common Charges may be foreclosed on before it is recorded in the office of the City Register against the specific Unit.

9.3. Failure to Pay Common Charges or Special Assessments.

9.3.1 Unit Owners shall pay promptly when Common Charges and Special Assessments assessed against their Unit. Any Unit Owner who fails to pay Common Charges shall be liable for any expenses incurred by the Board of Managers in collecting said monthly Common Charge assessment, including interest at the highest legal rate and reasonable attorneys' fees.

9.3.2 In the event of a default in the payment of any monthly Common Charge assessment by any Unit Owner, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the Registered Mortgagee, if any, giving the Unit Owner a five (5) business days' grace period in which to make their payment. The Board of Managers may charge the delinquent Unit Owner a late fee to cover the additional burden to the Board occasioned by the lack of timely payment, in addition to interest at the highest legal rate on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments.

9.3.3 The Board of Managers shall take action to collect any unpaid Common Charges by any legal means.

9.3.4 No Unit Owner shall be liable for any Common Charges that accrue against a Unit subsequent to a sale, transfer or other conveyance of the Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

9.3.5 If a Unit Owner rents any Unit to and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rent payments from the tenant shall be directly payable to the Board of Managers until the later of (i) the end of the current fiscal year; or (ii) until the Unit Owner has no outstanding monetary obligations toward the Board.

9.3.6. Any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid common charges before acquisition of the title to the Unit by the mortgagee. The lender will be liable for any fees or costs related to the collection of the unpaid Common Charges.

9.4. Foreclosure of Liens for Unpaid Assessments. The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid

assessments. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, sell, vote or otherwise deal with the Unit. A suit to recover a money judgment for unpaid assessments shall also be obtainable separately without waiving the lien on the Unit.

9.5. Statement of Assessments. Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid assessments due from such Unit Owner.

9.6. Utility Charges. Each Unit Owner shall be responsible for paying for the costs of separately sub-metered utilities for their Unit. Utilities that are not sub-metered, such as, water supply, sewer rents, and heating gas, shall be paid by the Board of Managers as a common expense and allocated based on Common Interest percentages for as long as they are not sub-metered.

9.7. Sub-metering of Retail Unit. The Board may demand that Retail Unit Owner to sub-meter any utility services which may be legally sub-metered. In such event, the cost of the sub-metering installation shall be shared equally between the Board and the Retail Unit Owner, and there shall be no other expense allocation of such cost to the Retail Unit Owner. Thereafter, the Retail Unit Owner shall pay its own sub-metered utility charge and shall not be allocated expenses for that same utility service.

9.8. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

9.9. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes. If the Board collects any amounts to pay real estate taxes, such amounts shall be deposited in a segregated account designated for tax escrows.

ARTICLE X INSURANCE

10.1.1 Insurance to be Carried by the Board of Managers. Not later than the date the first Unit is conveyed, the Board of Managers shall obtain, and maintain to the extent obtainable, all risk or fire insurance with extended coverage, loss of business, income/extra expense, boiler and machinery, insuring the Condominium, including all of the Units and the bathrooms and fixtures initially installed therein, together with all heating, air conditioning and other service machinery contained therein, covering the

interest of the Condominium, the Board of Managers and all Unit Owners and their Registered Mortgagees, as its interest may appear, in an amount equal to at least one hundred percent (100%) of the replacement value of the Building exclusive of the land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall contain New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers; and such other insurance as the Board of Managers may determine. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units.

10.1.2 The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, general comprehensive liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, managing agent, if any, and each Unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against another and shall be in a single limit of not less than One Million Dollars ($1,000,000) covering all claims for bodily injury and for property damage arising out of one occurrence. Such comprehensive general liability insurance shall commence on the closing of title to the first Unit. The Board of Managers shall also be required to carry workmen's compensation insurance should it be required by law.

10.1.3 The Board of Managers may require each Unit Owner to have a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured; and/or carry homeowner’s liability insurance in amounts acceptable to the Board of Managers. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers.

10.2. Restoration or Reconstruction After Fire or Other Casualty.

10.2.1 In the event of damage to or destruction of the Building as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners, do not duly and promptly resolve to proceed with repair or

restoration), subject to the provisions of any mortgage covering the Premises, the Board of Managers shall arrange for the prompt repair and restoration of the Building (including all kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance, but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

10.2.2 If seventy-five percent (75%) or more of the building containing the Units is destroyed or substantially damaged (as determined the Board), and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest, do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to these By-Laws, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board among all the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on their Unit, the order of the priority of such liens.

10.2.3 “Prompt” and “promptly” as used in this section shall mean the later of (i) ninety (90) days from the date the Board of Managers receives the insurance proceeds, or (ii) sixty (60) days from the date the Board of Managers notifies the Unit Owners that the insurance proceeds are insufficient to pay the estimated costs of repair and/or restoration.

ARTICLE XI OPERATION OF PROPERTY

11.1. General Restrictions on Use of Units.

11.1.1.No Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any hazardous or controlled substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an occupant in strict compliance with applicable law. Hazardous and controlled substances include all substances which handling or possession is regulated by law. In case of doubt, the Board of Managers shall be the final arbiter of whether a substance is hazardous or controlled.

11.1.2.Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, no Unit can be used for any unlawful, illegal, or extra

hazardous business, use or purpose or in such a manner as to constitute a nuisance of any kind (private or public).

11.1.3. In no event may all or any portion of any Unit be used for: (i) hostel, hotel, short term hotel type use or other transient purposes; (ii) any sex-related commercial establishment or massage parlor, or establishment where pornographic material is displayed or distributed, or obscene, nude or semi- nude performances are shown live or recorded format; (iii) any club, tavern or bar, restaurant or reception hall use; (iv) any betting parlor, casino or gambling type establishment; or (v) any drug rehabilitation clinic or treatment center.

11.2. Use of the Residential Units.

11.2.1 The Residential Units may only be used for residential purposes and home occupations to the extent permitted by law. No Residential Unit shall be rented for periods shorter than 30 days.

11.2.2 The Board of Managers, may, in its discretion, grant permission for the use of a subdivided unit as a professional office or for any other purpose, provided such use (i) is permitted by law, (ii) does not violate the certificate of occupancy for the Building, (iii) does not adversely affect the use and enjoyment of neighboring or adjacent Units for residential purposes, and (iv) complies with all applicable governmental regulations. The Unit Owner and its successors in title shall stop and revert the Unit to its prior use at the expense of the Unit Owner whenever any of the foregoing ceases to be true.

11.3. Use of the Retail Unit

11.3.1. The Retail Unit may be used for any purpose allowed by the New York City Zoning resolution and the Department of Buildings and permitted by the Declartation and these By-Laws.

11.3.2. No lithium-ion batteries for vehicles shall be carried in the Retail Unit except with the express written consent of the Boar of Managers, which consent may be conditioned on the provision by the Retail Unit Owner of an insurance policy covering the risk posed by the batteries acceptable to the Board in its own discretion, and payment of the respective premium by the Retail Unit Owner.

11.3.3. The Retail Unit Owner shall make available one of its two toilets to the building superintendent during the work hours of the building superintendent. The Board of Managers shall attempt, where possible, to schedule the work hours of the superintendent between 8 am and 6pm, Monday through Friday.

11.3.4. Any use of the sidewalk in front of Retail Unit shall be conditioned on the express written approval of the Board of Managers, in addition to any and all applicable municipal requirements.

11.3.5. Any illuminated signage shall be serviced periodically to abate smell, noise and illumination into any Residential Unit.

11.3.6. The Board of Managers shall not prohibit any legal use, signage or alteration of the Retail Unit within the confines of the Declaration of Condominium and these By-Laws. This does not diminish the right of the Board to review and object to specific alteration plans.

11.4. Use of Storage Units. The Storage Units may only be used for storage and my only be owned by Residential Unit Owners or by the Retail Unit Owner. Ownership of the Storage Units does not carry or grant use of the common hallways and stairs, the elevator, or any building amenities, except to the extent necessary to access the Storage Unit.

11.5. Use of Common Elements

11.5.1. Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited. Access to certain Common Elements may be restricted only for the repair or maintenance of such areas, or to maintain or repair any equipment located in such areas. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in this Declaration, neither the Board of Managers nor any Unit Owner shall impede the exercise of or encroach upon the rights of Unit Owners or others claiming, by, through or under them, including but not limited to, the occupants of the Units and their respective invitees, to use the Common Elements as permitted under this Declaration and the By-Laws.

11.5.2. The Board of Managers may License indefinitely a portion of hallways or other Common Elements to a Unit Owner who owns and wishes to combine two adjoining Units. The terms of such license shall be determined by the Board in its own discretion, but the license may not affect other Unit Owners or residents in any material way after the approved work is completed.

11.6. Other Provisions as to Use. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain such part of the Property.

11.7. Right of Access. Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit to the Board of Managers, the managing agents, managers, and/or any other person authorized by any of the foregoing upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

11.8. Abatement and Enjoinment of Violations by Unit Owners

11.6.1 The breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board of Managers shall not thereby be deemed guilty or liable in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.6.2 The violation or breach of any of the provisions of these By-Laws or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.6.3 In the event the Board of Managers takes any action or brings any proceeding against a Unit Owner (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of the Declaration or these By-Laws, the Defaulting Unit Owner shall reimburse the Board for all reasonable costs and charges incurred by the Board in connection therewith, including without limitation, attorney's fees, together with all reasonable out of pocket costs and expenses incurred by the Board, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by law) from the date of the payment or performance of the service by the Board may bill the Defaulting Unit Owner therefor at any time. Such funds expended by the Board plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owners Unit in in the same tenor as Common Charges.

11.6.4 Units Owned or Controlled by the Board. In the event a Unit comes into the ownership or control of the Board of Managers, the Board may, in its sole discretion, renovate it, sell it, lease it, mortgage it and or dedicated to serve as an amenity to the Unit Owners. In no event, however, may any party —including the Board and its members– appear at a meeting of Unit Owners or cast any vote as Unit Owner of a Unit owned of controlled by the Board. By majority vote, Unit Owners may give direction to the Board as to the future of such Unit.

ARTICLE XII SALE, LEASE AND MORTGAGING OF UNITS

12.1.1. Sale and Lease of the Units. No Unit Owner, trustee or personal representative may convey Units or any interest therein by sale or lease except in the manner set forth in this Section.

12.1.2. Right of First Refusal on Residential Units and Storage Units.

(a) The selling and leasing of Residential Units and the selling of Storage Units shall be subject to the Board of Managers' right of first refusal. Promptly after sale agreement or lease agreement shall be fully executed, the Unit Owner executing the same or any party acting on its behalf ("Offeree") shall send written notice thereof to the Board of Managers, with a copy of the fully executed agreement, and all other information about the prospective purchaser or tenant ("Offeror") required by the Board's policies —or the managing agent's, in defect thereof– in connection with such requests. The sending of this notice shall constitute an offer by the Offeree to sell the Unit, together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree to the Board of Managers, on behalf of all Unit Owners, that such Offeree believes the sale agreement or lease agreement and transaction and accompanying information to be bona fide in all respects. Thereafter, upon the written demand, the Offeree shall submit to the Board of Managers, in writing, such further information with respect to the Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request.

(b) The Board of Managers may elect not later than thirty (30) days (in the event of a proposed sale) and ten (10) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information reasonably required by the Board of Managers, whichever is later, to purchase or lease the offered Unit, as the case may be, on behalf of all Unit Owners upon the same terms and conditions as were contained in the sale lease agreement, except that, upon tendering the down payment (in the event of sale) or security deposit and first rent (in the event of a lease), the Board may (x) assign the sale or lease agreement to a Unit Owner, regardless of any provision in the agreement to the contrary; and (y), in the event of a sale, the Board may adjourn the closing date for up to sixty (60) days beyond the intended closing date, provided the Board pays the seller's Common Charges, real property taxes, and mortgage interest attributable to the adjournment period; and (z) if the Board deposits a down payment toward a purchase, but the Unit Owners thereafter vote not to close on the purchase, the only remedy of the Offeree shall be appropriation of the down payment, regardless of any other remedies in the agreement. The Board of Managers may deposit or pay, as the case may be, any funds necessary to carry out all acts prior to closing. However, the Board of Managers shall not close on the purchase of a Unit without the prior approval of the Unit Owners by majority vote. If a quorum cannot be gathered to vote on the purchase and the Board is at risk of losing its down payment, the Board may approve the sale by itself and proceed to closing.

(c) In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree shall be free to consummate the transaction embodied in the sale agreement or lease agreement free of the right of first refusal.

(d) The Board of Managers shall 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 in exercising its right of first refusal set forth herein.

(e) Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

i. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
ii. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
iii. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this subsection conflicts with (a) through (c) above, the rights of Registered Mortgagees as set forth herein shall control.

12.1.3.Leasing. All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board;

(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board;

(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by Section 339-z of the New York State Real Property Law; and the lease must contain an attornment provision that conforms with the provisions Section 339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Units from time to time. The Board may, in its discretion, prohibit leasing if, based on compelling evidence, the number of non-owner occupied Units in the Building at any given time prevents Unit Owner from obtaining institutional mortgage loans at prevailing rates and terms. The Board shall maintain such restriction in effect only for as long as it deems it necessary.

Storage Units may only be leased to Unit Owners and residents of the Building. The Board may pass house rules requiring notice of leases and any related evidentiary documentation regarding the identity of the tenant and/or reports of the contents in storage. Until such

time, no notice or report is required to the Board in connection with the leasing of a Storage Unit to a Unit Owner or a resident of the Building.

12.1.4. Intrafamily and Insider Transactions. The transfer, sale or lease of Units to family members —as defined by applicable human rights laws– or to trustee holding the Unit for the benefit of the Unit Owner or his or her family shall not be subject the Board's right of first refusal, but the transaction shall be voidable by the Board —and the Board need not recognize it– until such time until the Board has satisfactorily received and reviewed (i) notice of transaction with a copy of the governing agreement and documents; (ii) a detailed explanation of the reason why the transfer was necessary and the relationship between the parties with reasonably documentary evidence. Likewise, a sale of a Unit to an existing Residential Unit Owner shall not be subject to the Board's right of first refusal if the purchaser tenders to the Board notice of the transaction, together with copies of the transaction documents —including any documentary evidence that may be needed to show that the purchaser is an existing Residential Unit Owner– no later than fifteen (15) days after the closing of title.

12.1.5. Mortgages. No Unit Owner may mortgage his or her Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note; (ii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed; and (iii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a permitted mortgage.

12.2. Waiver of Partition Rights. The Unit Owners waive any right to partition their Units.

12.3. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against their Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey their Unit and their Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. The provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

12.4. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass same by intestacy without restriction.

12.5. Sale or Lease of the Retail Unit. The purchaser or lessee of the Retail Unit shall notify the Board or the managing agent of any sale or lease of the Retail Unit together with copies of the transaction documents and the contact information for the new tenant or owner, and the new mortgagee or other lienholder, if any. The Retail Unit Owner shall bear responsibility for any costs, fees, liabilities or expenses incurred by reason failure to provide notice and information to the Board or managing agent. Updated ownership, use and occupancy information shall be provided by the Retail Unit Owner upon request by the Board or the managing agent.

ARTICLE XIII AMENDMENTS

13.1. General. Except as otherwise stated in the Declaration and in this Article, these By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by Unit Owners representing sixty-seven percent (67%) by number, and if material in nature by fifty one (51%) percent of the Registered Mortgagees; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. Approval or consent to any change to the Declaration or these By-Laws by a Registered Mortgagee will be implied if the Registered Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units, or adversely affect Declarant’s rights.

ARTICLE XIV CONDEMNATION

14.1. General. In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Board of Managers.

14.1.1. Except as otherwise set forth herein, any award from such proceedings shall be distributed as follows:

(a) So much of the award as is applicable to Common Elements, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably Common Elements, to the Unit Owners having general use of such Common Elements. Any change in the provisions of this Article shall not be valid unless a majority of the Registered Mortgagees approves such a change. Notwithstanding the foregoing, wherever in this section the consent of a

Registered Mortgagee or a majority of Mortgagee representatives is required, the written consent of the Sponsor Mortgagee must be given, provided that such Sponsor's Registered Mortgage has not yet been satisfied.

14.1.2 For so long as Declarant remains the owner of a Unit, in the event ten percent (10%) or less of the Common Elements are taken in such condemnation or eminent domain proceedings, the distribution of any award shall be determined by the Declarant in its sole discretion.

14.1.3 In such eminent domain or condemnation proceeding, the Board of Managers shall request that the award shall set forth the amount allocated to Common Elements.

ARTICLE XV RECORDS AND AUDITS

15.1. Records. The Board or the Managing Agent shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners for whom the Board of Managers serves and financial records and books of account with respect to the activities of the Board of Managers, including a listing of all receipts and expenditures. In addition, the Board of Managers shall keep a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges made by the Board of Managers against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

15.2. Audits. Within four months after the end of each fiscal year, an annual financial statements prepared and certified by an independent certified public accountant on a review basis shall be submitted by the Board of Managers to all Unit Owners and, if so requested, to any Registered Mortgagee. The cost of such report submitted by the Board of Managers shall be paid by the Unit Owners as a Common Charge.

15.3. Availability of Documents. Copies of the Declaration, these By-Laws, the House Rules and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers or the managing agent and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XVI MISCELLANEOUS

16.1 Severability. Should any of the covenants, terms or provisions herein imposed be void 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.

16.2 Notice to Condominium. A Unit Owner who mortgages their Unit shall notify the

Condominium through the managing agent, if any, or the President of the Board of Managers in the event there is no managing agent, of the name and address of their mortgagee.

16.3 Notice of Unpaid Assessments. The Board of Managers shall, at the request of a Registered Mortgagee or a Unit Owner, report any unpaid assessments due from the Unit Owner of such Unit.

16.4 Construction. Wherever the masculine singular form of the pronoun is used in these By- Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

16.5 Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

16.6 Successors and Assigns. Every Unit Owner shall be subject to these By-Laws, the Declaration and the House Rules by operation of law upon acquisition of title to a Unit.

16.7 Enforcement and Legal Expenses. The Board of Managers may charge a Unit Owner with reimbursement of the legal fees and other costs incurred in enforcing the Declaration, these By-Laws and the House Rules on such Unit Owner.

16.8 Covenant of Further Assurances.(a) Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By- Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner, Board or other party which is subject to the terms of these By- Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgement or delivery, and to the Board of Managers, stating the reasons why such Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instruments or take such action, then the Board which represents such Unit Owner, Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board or other party and such document or action shall be

binding on such Unit Owner, Board or other party.

ARTICLE XVII TRANSITIONAL PROVISIONS: DECLARANT'S POWERS

17.1 First Annual Meeting. The first annual meeting of the Unit Owners shall be held on or about three hundred-sixty (360) days from the closing of title to the first Unit, or as soon thereafter as is practicable. At such meeting, the Declarant shall designate the three Board Members.

17.2 Declarant Control Period. Declarant reserves the right to control the Board of Managers, by appointing all of its members, for a period of time until the earlier to occur of (a) sixty (60) days after the date by which one hundred percent (100%) of the Units have been sold or otherwise transferred for consideration; or (b) five (5) years after the date the first Unit has been conveyed to a Unit Purchaser pursuant to an offering plan. Sponsor reserves the right to relinquish control of the Board of Managers at any time prior to the foregoing. However, as long as Sponsor or its successor owns a Unit, it will be entitled to appoint one (1) member of the Board of Managers.

17.3 Sponsor-Appointed Board Members. Members of the Board appointed by Sponsor need not own Units or reside in the Building.

17.4 Specific Powers of Sponsor: Sponsor may exercise the following powers in the name of the Board of Managers, without notice or meeting and regardless of whether Sponsor controls the Board by appointees:

17.4.1 Sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any structural addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers;

17.4.2 Collect monthly escrows from Unit Owners with their Common Charges for the payment of real estate taxes attributable to individual Units based upon the estimated tax bill for the entire Property and the then current tax rate until all of the Units are separately assessed, and deposit the same in a tax escrow account established by Declarant pursuant to an offering plan filed with the New York State Department of Law

17.5 Sale, Leasing and Mortgaging of Units. Nothing in the Declaration, these By-Laws, the House Rules, or any action by the Board of Managers may in any way restrict, impair or regulate the right of Declarant to sell, lease, or mortgage Unsold Units. There is no right of first refusal on sales and leasing and by Sponsor.

HOUSE RULES

1. Owners of a Unit, their employees, licensees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

2. The Common Elements and the Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as may be provided for herein. No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, elevator or in the stairways.

3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

4. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit and Limited Common Elements, which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which its Unit forms a part, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender.

5. No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit, except for the Retail Unit Owner.

6. Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof, any dirt or other substance.

7. Nothing shall be installed in or be projected from any window, balcony or wall of the Building by a Unit Owner without similar approval, except for lawful signage for the Retail Unit.

8. No Unit Owner or any of their agents, servants, employees, licensees or visitors shall at any time bring into or keep in their Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

9. No Unit Owner shall make or permit any disturbing noises in their Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Units Owners. No Unit Owner shall play upon or suffer to be played upon any vocal or musical instrument or operate or permit any loud speakers to be operated in such Owner's Unit between the hours of 9:00 PM and the following 8:00 A.M. if the same disturbs or annoys other occupants of the Building.

10. No garments, rugs or similar items shall be hung from the windows or from any other part of the Building or balconies or terraces or clotheslines strung on or over the Common Elements.

11. No sign of any kind shall be displayed to the public view on or in any Unit, except for the Retail Unit.

12. No animals, other than dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the managing agent, and such permission shall be revocable at any time by the Board of Managers or managing agent in their sole discretion. If the Retail Unit is dedicated exclusively to animal care or pet sales, it shall be exempted from this restriction. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

13. No one may ride, park, or store bicycles, mopeds, skateboards, or any other personal property on any portion of the Common Elements.

14. Every Unit Owner shall comply with the recycling laws of the City of New York or any other governmental entity having jurisdiction thereof.

15. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the buildings, as required by law. Enclosed common areas of the building includes, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their apartment units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their apartment unit.

16. A late payment of $300 shall be assessed on any Unit Owner who fails to pay any amount due timely, regardless of whether it involves periodic common charges, a fine, or any other charge.

17. The elevator counter-weight shaft, located adjacent to one of the bathrooms in every Residential Unit shall not be access by anyone, except for repairs or inspection sanctioned by the Board of Managers or the managing agent.

EXH. 6 LETTER REGARDING ALLOCATION OF COMMON INTERESTS

Office of the New York State Attorney General
Real Estate Finance Bureau
The Capitol
Albany, New York, 12224

September 19, 2024

Re: Allocation of Common Interest
Offering Plan of the Diamond Exchange Condominium,
14 Maiden Lane, New York, NY 10038

Dear Attorney General James,

We have been engaged by Diamond Lane LLC, the Sponsor of the Diamond Exchange Condominium, as consultants and licensed real estate brokers in connection with the initial offering of its condominium units.

One of our core businesses is the marketing and sale of condominium and cooperative apartments in Manhattan with which we have been involved since our founding in 2005. Specifically, with respect to initial offerings, we have been involved with the offering of the Centurion Condominium at 33 West 56th Street, New York, New York, CD070132, with which we have submitted our M-10 form to your office.

Based on our experience and review of the building and the condominium units of the Diamond Exchange Condominium, we are of the opinion that the allocation of common interest shown in the *Schedule A —Units and Prices* in the subject offering plan conforms to RPP $339-i, 1):

"Each unit shall have appurtenant thereto a common interest as expressed in the declaration. Such interest shall be [...] (iv) 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."

Please do not hesitate to contact us if you have any question or concerns regarding this matter."

Sincerely

Thomas Guss
President
Broker of Record

EXH. 7 LETTER REGARDING PROPERTY TAX PROJECTIONS

STAN RUSSO
384 CHESTERFIELD STREET
RIDGEWOOD, NJ 07450
(646) 522-0991

February 10, 2025

Diamond Lane LLC
c/o Francisco Augspach, Esq.
AUGSPACH LAW PLLC
1280 5th Avenue, Apt. 6G
New York, NY 10029

Re: 14 Maiden Lane
Block 64 Lot 23, Manhattan

Dear Mr. Augspach:

This letter is in response to your request for an opinion and projection of the estimated real estate assessments and taxes upon the completion of construction and creation of a condominium.

You have requested my opinion concerning the real property assessment to be levied upon the captioned premises as well as the taxes for the initial tax year after completion of construction. You have advised me that construction is about to commence and is expected to be completed by the end of 2024, that the project will consist of the construction of a new multiple dwelling to be structured as a condominium, which will contain nine (9) residential unit and one (1) retail unit, and your initial full budget year will commence on Julyy 1, 2025.

In order to prepare this letter and the opinion set forth herein, you have supplied me with certain information upon which I have relied. This information includes development/construction costs provided (see attached PW-3's provided).

In projecting the future assessed value, I have given consideration to the following factors:

1. The fact that the property is currently in a protected tax class, tax class 2B, whereby there are statutory restrictions on increases in assessed values;

2. The development/construction costs provided as per the PW-3's;

3. The possibility that the New York City Department of Finance ("DOF") may count the storage units and/or roof unit as a separate unit or units, possibly removing the property from its protective tax class

4. The current claimed standard of assessment, used by the Real Property Division of the New York City Department of Finance, is to assess at 45% of value;

Tax assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning the following July 1. The final assessment roll containing the final 2024/25 and 2025/26 assessed values will be published on or about May 25, 2024 and 2025, respectively.

The 2024/25 tentative assessment is:

	Actual	
	Land	Total
2024/25	665,314	1,652,565

Pursuant to Real Property Tax Law ("RPTL" section 11-209(a), "A building, other than a 'primarily' commercial building, in the course of construction, commenced since the preceding fifth day of January (in this case January 5, 2024) and not ready for occupancy on the fifth day of January (January 5, 2024) following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April (2024)".

I have been advised that construction will be fully completed by January 5, 2025, and the offering plan is intended to be submitted by March 15, 2024. Additionally, be aware that if the project is completed by April 15, 2024, the DOF may reassess the property for the final tax roll on or about May 25, 2024, for the upcoming tax year, creating increased taxes due commencing July 1, 2024.

In accordance with assumptions provided to me, I believe that the first building assessment, reflecting the newly constructed condominium, will be placed on the property for the 2025/26 tax year. Assuming this to be accurate, the 2025/26 assessment should be as follows:

	Original Projected Actual	
	Land	Total
2025/26	665,314	1,818,051
	Actual	
2025/26	426,283	1,825,338

The above Actual Assessment of 1,818,051 has been ascertained as follows:
2024/25 Actual Assessed Value of 1,652,565
Multiplied by 108%* = 1,784,770
Plus an additional 33,281** of assessment = 1,818,051

I project the 2025/26 real estate tax class 2 rate to be 12.75%. I have increased this rate as tax class 2 rates increased from 2022/23, where it was 12.267% to 2023/24, where it increased to 12.502%. As a result of the above, I calculate the gross taxes on the property to be $231,801.50 (1,818,051 X 12.75%). They are currently going to be $228,167.25 (1,825,338 X 12.5% current tax rate for 1st half of 2025/26).

The above amounts will be apportioned to each of the 10 units based on the condominium declaration percentage of common interest. An example would be that if any specific unit had a common interest percentage of 10%, then their gross tax liability for 2025/26 would be approximately $23,180.15, and came in currently at $22,816.73.

* 108% is a standard increase for a property in a protected tax class. Tax class 2A, 2B and 2C are protected tax classes whereby they have statutory restrictions on increases of no more than 8% each year and no greater than 30% over a 5 year period (excluding physical increases).

** 33,281 of additional assessed value was added as a secondary physical increase. This was calculated using the PW-3's total amount of $1,026,875 - $805,000 already placed on the property for the 2024/25 tax year = $221,875 X 15% = 33,281.

I point out that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective, which should be for the 2025/26 tax year. I strongly suggest that you include a provision in your offering plan to cover this possibility for sales through June 30, 2025.

I advise that in determining the assessed values for the individual units, since November 28, 2005, the revised procedures of the New York City Department of Finance calls for use of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Surveyor's office and recorded at the City Register. Thus the allocation of the assessed value of all units will likely be based on the common interest as set forth in the condominium declaration.

Due to the fact that there are nine (9) storage units, if by some chance the property's total number of units exceeds 10 for tax lot purposes, and the DOF removes the property from tax class 2B and places the units in tax class 2 or 4 (depending upon the unit), as opposed to tax class 2C, the above projections will not be valid and must therefore be adjusted as follows:

	Actual	
	Land	Total
2025/26	665,314	2,391,731

The above Actual Assessment of 2,391,731 has been ascertained as follows:

2024/25 Market Value of 5,241,000
Multiplied by 45%* = 2,358,450
Plus an additional 33,281** of assessment = 2,391,731

Based on the earlier projection of the 2025/26 real estate tax class 2 rates at 12.75%, I calculate the gross taxes on the property to be $304,945.70*** (2,391,731 X 12.75%).

Furthermore, 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 DOF is prohibited from utilizing the sales price of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set forth in your offering plan, and any subsequent sales or resales, are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the DOF shall assign individual tax lot numbers to each of the condominium units for eventual apportionment of building assessed valuations.

* 45% is the standard equalization rate in New York City for properties in non-protected tax classes

** 33,281 of additional assessed value was added as a second physical increase, calculated using the PW-3's total amount of $1,026,875 - $805,000 already placed on the property for the 2024/25 tax year = $221,875 X 15% = 33,281.

*** This does not take into account the commercial lots, which should be in tax class 4, which has a lower tax rate.

For the post construction 2026/27 tax year, which covers the period July 1, 2026 through June 30, 2027, under the scenario that the property has been removed from the protected tax class, assessed values will be based on rental comparables. The DOF will select rental buildings they deem comparable and apply their gross income per square foot ("PSF") to the square footage of this building in order to ascertain an estimated income This estimated income figure will be reduced by an expense ratio to derive an estimated net income, which is then divided by a capitalization rate in order to arrive at an assessed value. Due to ever changing rents and additional variables not yet known, it is theoretically impossible to determine the assessed value under this scenario.

I have extensive experience in real estate tax matters. I currently consult on real estate property tax matters for the owners of approximately 215 buildings in the City of New York, as well as working for a New York City law firm that specializes in tax certiorari, representing over 1,000 properties in filing property tax reduction protests. I have been engaged at this firm for over 15 years and have a private consulting practice for approximately 7 years.

Based upon my previous experience with such proceedings, I have issued this letter with the estimates and caveats contained herein, with the specific understanding that my opinion is not a guarantee that the taxes will be as herein projected and estimated. In no event will I be liable if there are changes in the facts on which I 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 I have relied, which cause this opinion to be inaccurate. Interested parties should be aware that the projection of the 2025/26 real estate tax assessment and estimated taxes cover a period into the future. Neither I nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law, court decisions, and/or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned and does not purport to express the opinion of the DOF or any city or government agency. That Department's opinions may result in substantially different total taxes for the 2025/26 tax year than set forth herein.

In addition, should there be additional information that was not provided, this may also result in substantially different total taxes for the 2025/26 tax year than set forth herein. I consent to the inclusion of this letter in the offering plan.

Very truly yours,

By: Stan Russo
Property Tax Specialist

EXH. A-1 CERTIFICATION OF SPONSOR AND PRINCIPAL

CERTIFICATION OF SPONSOR AND PRINCIPAL

OFFERING PLAN OF

DIAMOND EXCHANGE CONDOMINIUM

14 MAIDEN LANE, NEW YORK, NEW YORK 10038

(EXHIBIT A-1)

We are Sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of General Business Law, the regulations promulgated by the Department of Law in Part 20 and such laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan, will:

(i) set forth the detailed terms of the transactions and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material facat;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretend purchase sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, were I/we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

DIAMOND LANE LLC

By: _____
Alex Wiederin, Manager

PRINCIPAL:

_____
ALEX WIEDERIN

Sworn to before me this
14 day of March, 2025

_____
Notary Public

CHRISTOPHER FIGUEROA
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01FI0031804
MY COMMISSION EXPIRES 12/10/2028

EXH. A-2 ARCHITECT'S CERTIFICATION

CERTIFICATION OF SPONSOR'S ARCHITECT

OFFERING PLAN OF

DIAMOND EXCHANGE CONDOMINIUM

14 MAIDEN LANE, NEW YORK, NEW YORK 10038

(EXHIBIT A-2)

The Sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the renovation of the property (the "Report"). I visually inspected existing portions of the renovated property, if any, on February 24, 2025 and I examined the building plans and specifications that were prepared by myself dated and prepared the Report dated February 21, 2025.

I am a registered architect in the state in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that I examined;
(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of renovation and/or

construction, provided that renovation is in accordance with the plans and specifications that I examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by
existing circumstances;

(vii) does not contain any representation or statement which is false, where I:

(vii) (a) knew the truth;

(vii) (b) with reasonable effort could have known the truth;

(vii) (c) made no reasonable effort to ascertain the truth; or

(vii) (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

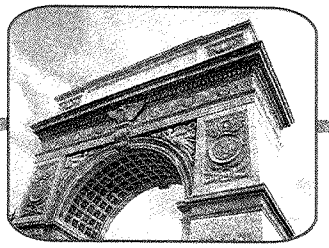
ANTHONY MORALI, R.A.

Sworn to before me this
05 day of February, 2025

Notary Public

ASMOTH ALI
Notary Public - State of New York
NO. 01AL6438083
Qualified in Kings County
My Commission Expires Aug 8, 2026

EXH. A-3 CERTIFICATION OF ADEQUACY OF FIRST YEAR'S BUDGET



VILLAGE DWELLINGS, INC.
Licensed Real Estate Brokers
224 WEST 4TH STREET
2ND FLOOR
NEW YORK, NY 10014
(212) 691-1201 • F (212) 929-6294

CERTIFICATION BY EXPERT OF THE ADEQUACY OF SCHEDULE B PURSUANT TO SECTION 20.4 (e) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23- A, AS AMENDED

New York State Department of Law
120 Broadway
23rd Floor
New York, New York 10271

Re: Diamond Exchange Condominium
14 Maiden Lane
New York, New York

The undersigned, Giro de Simone, certifies as follows:

The Sponsor of the Condominium Offering Plan for the above-captioned property retained my office to prepare Schedule B, containing projections of income and expenses for the first year of condominium operation.

I am a licensed real estate broker which has been engaged in the real estate business in the City of New York for more than twenty (20) years and has had experience in both sales and management of all types of residential buildings.

I understand that I am responsible for complying with article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedule B.

I have read the Schedule B and have investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this Certification.

I certify that the projections in Schedule B appear reasonable and adequate based on present prices adjusted to reflect continued inflation and present levels od consumption for comparable units similar situated.

I certify that this Certification and all documents prepared by me hereafter that concern the Schedule does:

(i) Set forth in detail the terms of the transaction as it relates to the Schedule and is complete, current and accurate;

(ii) Afford potential investors, purchasers and participants an adequate basis upon which to found their judgement;

(iii) Not omit any material facts;

(iv) Not contain any untrue statement of a material fact;

(v) Not contain any fraud, deception, concealment or suppression;

(vi) 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 representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Certification is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. I understand that a copy of this Certification is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on it.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

VILLAGE DWELLINGS INC
By: Giro de Simone, Pres

Sworn to before me this
17 day of September, 2024

JAIME BOUCHARD
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01BO0001967
MY COMMISSION EXPIRES 02/24/2027

EXH. A-4 CERTIFICATION REGARDING ADEQUACY OF COMMON CHARGES PAYABLE BY THE RETAIL UNIT

VILLAGE DWELLINGS, INC.
Licensed Real Estate Brokers
224 WEST 4TH STREET
2ND FLOOR
NEW YORK, NY 10014
(212) 691-1201 • F (212) 929-6294

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

New York State of Department of Law
120 Broadway
23rd Floor
New York, New York 10271

Re: Diamond Exchange Condominium
14 Maiden Lane
New York, New York

The undersigned, Giro de Simone, certifies as follows:

The sponsor of the condominium offering plan for the captioned property retained my/our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the commercial unit.

I am the President of Village Dwellings Inc., a full-service real estate company based in New York, New York, established in 1990 and specializing in the property management, of multi family rental properties and coops and condos throughout New York.

I have approximately twenty-five years of real estate experience including owning and managing multi family investment properties throughout New York City. At this time, I currently manage approximately thirty multifamily rentals, cooperative and condominiums, which currently contain over thirty commercial spaces. Prior to working at Village Dwellings, Inc., I was an attorney with Fromme Schwartz Newman & Cornicello LLP and Ballon Stoll Nadler & Nadler PC concentrating in real estate and commercial litigation and commercial and residential landlord-tenant litigation. I am also NYS Real Estate Broker and a member of the New York Bar Association. I received my Juris Doctorate from Thomas Cooley law School

in Lansing Michigan and a Bachelor of Science from City University of New York/ Brooklyn College.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit listed in Schedule B.

I have reviewed the Schedule as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in Schedule B for common charges payable by the owners of commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

I certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit:

(i) set forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that I am/we are not owned or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

VILLAGE DWELLINGS INC.

By: _____

Giro de Simone, President

Sworn before me this

24 day of July, 2025

_____

Notary Public

JAIME BOUCHARD
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01BO0001967
MY COMMISSION EXPIRES 02/24/2027

EXH. B-1 TITLE COMPANY REPORT

FEDERAL STANDARD ABSTRACT, INC.

Send all correspondence to:

36-36 Main Street
Flushing, NY 11354
Telephone (718) 888-7778
Fax (718) 888-7398

September 30, 2024

Augspach Law PLLC
1280 Fifth Avenue, Suite 6G
New York, NY 10029

Re: Title No: **FSA288-02510NY**
Premises: **14 Maiden Lane**
New York, NY 10038
Purchaser: **T.B.A.**
Owner: **Diamond Lane LLC**
Lender: **T.B.A.**

Dear Sir/Madam:

Enclosed is the Amended Certification Page (showing the new effective date) for the above-captioned title report. Please be advised that Exception 14 has been amended as follows:

14. For information only:

The premises address has been run for environmental control board liens with Eight ECBs found, copies previously provided. Additionally, four ECBs found, copies herein.

Kindly annex this to your certificate of title and consider it a part thereof.

Very truly yours,

Eleanore Hou

Federal Standard Abstract, Inc.
By: Eleanore Hou

Enclosure(s)

FEDERAL STANDARD ABSTRACT, INC.

Title Number: **FSA288-02510NY**

Effective date: **9/9/2024**

Proposed Insured: **T.B.A.**

Mortgagee: **T.B.A.**
Its successors and/or assigns, as their interest may appear

Amount of Insurance: **Fee** **T.B.A.**
Mortgage **T.B.A.**

The Estate or interest in the land described or referred to in this commitment and covered herein is:

Fee Simple

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

Diamond Lane LLC

Source of Title by deed from Michele Kahn, Esq., dated 1-13-2022, recorded 2-2-2022, in CRFN 2022000049786.

FOR INFORMATIONAL PURPOSE ONLY:

Premises described in Schedule “A” are known as:

Address: **14 Maiden Lane**
New York, NY 10038

County: **New York** City/Town: **New York**

District:

Section:

Block: **64**

Lot: **23**

Ticket #	047498380P
Respondent Name / OATH ID	DIAMOND LANE LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2022-10-18T00:00:00.000-04:00
Description	IMPROPER RECEPTACLES 1ST OCCURRENCE
Issuing Agency	DSNY Other
Status	DOCKETED Settlement Eligible (•) Original ( ) settlement
Total Amount Due	$335.14

Ticket #	047940109R
Respondent Name / OATH ID	DIAMOND LANE LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2023-06-26T00:00:00.000-04:00
Description	STORAGE OF RECEPTACLES (PLACED OUT PRIOR TO 8PM WITHOUT A RECEPTACLE)
Issuing Agency	DSNY Other
Status	DOCKETED Settlement Eligible (•) Original ( ) settlement
Total Amount Due	$321.60

Ticket #	0871304969
Respondent Name / OATH ID	DIAMOND LANE LLC VILLAGE DWELLINGS INC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2024-02-26T00:00:00.000-05:00
Description	FAIL TO SUBMIT REPORT OF PREVIOUS YEAR S INSPECTION RESULTS BY JAN 15
Issuing Agency	DOHMH-WATER TANK
Status	DEFAULTED
Total Amount Due	$1,000.00

Ticket #	046988842X
Respondent Name / OATH ID	DIAMOND LANE LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2022-10-04T00:00:00.000-04:00
Description	IMPROPER RECEPTACLES 1ST OCCURRENCE
Issuing Agency	DSNY Other
Status	DOCKETED Settlement Eligible (•) Original ( ) settlement
Total Amount Due	$335.14

Ticket #	047498358Z
Respondent Name / OATH ID	DIAMOND LANE LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2022-10-05T00:00:00.000-04:00
Description	IMPROPER RECEPTACLES 1ST OCCURRENCE
Issuing Agency	DSNY Other
Status	DOCKETED Settlement Eligible (•) Original ( ) settlement
Total Amount Due	$337.43

Ticket #	039529124P
Respondent Name / OATH ID	LEGACY BUILDERS/DEVE
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2024-05-30T00:00:00.000-04:00
Description	MISCELLANEOUS VIOLATIONS
Issuing Agency	Dept of Bldgs
Status	RESCHEDULED
Total Amount Due	$2,500.00

Ticket #	039529125R
Respondent Name / OATH ID	LEGACY BUILDERS/DEVE
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2024-05-30T00:00:00.000-04:00
Description	FAILURE TO MAINTAIN DISPLAY ON SITE DOCUMENTS REQUIRED BY BC CHAPTER33
Issuing Agency	Dept of Bldgs
Status	RESCHEDULED
Total Amount Due	$1,250.00

Ticket #	047212349K
Respondent Name / OATH ID	14 MAIDEN LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2022-02-08T00:00:00.000-05:00
Description	LOOSE RUBBISH 1ST OCCURRENCE
Issuing Agency	DSNY Other
Status	DOCKETED
	Settlement Eligible
	(•) Original
	( ) settlement
Total Amount Due	$355.33

Ticket #	0871263920
Respondent Name / OATH ID	14 MAIDEN LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2022-01-24T00:00:00.000-05:00
Description	FAIL TO SUBMIT REPORT OF PREVIOUS YEAR S INSPECTION RESULTS BY JAN 15
Issuing Agency	DOHMH-WATER TANK
Status	DEFAULTED
Total Amount Due	$500.00

Add to cart

Ticket #	047552379M
Respondent Name / OATH ID	DIAMOND LANE LLC
Address	14 MAIDEN LANE, NEW YORK, NY 10038
Violation Date	2022-10-24T00:00:00.000-04:00
Description	STORAGE OF RECEPTACLES 1ST OCCURRENCE
Issuing Agency	DSNY Other
Status	DOCKETED
	Settlement Eligible
	(•) Original
	( ) settlement
Total Amount Due	$337.43

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

Production Office:
36-36 Main Street
Flushing, NY 11354
Tel.: (718) 888-7778
Fax: (718) 888-7398

Application Date: 5/16/2024

Est. Report Date: 5/30/2024

Underwriter: CHICAGO TITLE INSURANCE COMPANY

PREMISES:			
14 Maiden Lane, New York, NY 10038 New York County			
District:	**Section:**	**Block:** 64	**Lot(s):** T.B.A. (Base Lot 23)

PURCHASER / BORROWER:	**CLIENT:**
T.B.A.	Augspach Law PLLC 1280 Fifth Avenue, Suite 6G New York, NY 10029 Attn: Francisco Augspach, Esq. Tel: (212) 804-8746 Fax: (212) 257-7066
SELLER / OWNER:	**SELLER'S ATTORNEY:**
Diamond Lane LLC	T.B.A.
BANK / MORTGAGE:	**BANK'S ATTORNEY:**
T.B.A. Its successors and/or assigns	T.B.A.

COMPANY CHARGES:		**AMOUNT & TYPE OF INSURANCE:**	
Municipal Searches Per Lot:	$450.00	Fee:	N/A
Highway Violation Search Per Lot:	$80.00	Mortgage:	T.B.A.
Bankruptcy Search Per Name:	$40.00	Total Premium:	T.B.A.
Patriot Search Per Name:	$30.00		
Standard Endorsements:	$150.00	**Application Type: Purchase**	
Estimated Recording Fee:	$500.00		
5217 Filing Fee (1-3 Family)	$125.00		
5217 Filing Fee (Others)	$250.00		
Others:	T.B.A.		

SPECIAL INSTRUCTIONS:

Notes:

Addition Report to:

You can visit our website at www.federalstandardabstract.com for further information on our title and ancillary charges.

IF THIS IS A REFINANCE WITHIN TEN YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. CONTACT THIS COMPANY FOR DETAILS

Chicago Title Insurance Company

CERTIFICATE FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Missouri Corporation, herein called the Company, certifies to the Applicant named on the following page that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the 2006 ALTA (6-17-06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objection coming to the attention of the Company, before the date of closing, or if there be no closing, before the issuance of the policy.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

THIS REPORT IS NOT A TITLE INSURANCE POLICY!

PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.

YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

CHICAGO TITLE INSURANCE COMPANY

Dated:

By: _____ President

Certified by: _____
Authorized Signature

ATTEST: _____ Secretary

Redated:

By: _____
Authorized Signature

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as a legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

Title No. : FSA288-02510NY

FEDERAL STANDARD ABSTRACT, INC.

Title Number: **FSA288-02510NY**

Effective date: **5/9/2024**

Proposed Insured: **T.B.A.**

Mortgagee: **T.B.A.**
Its successors and/or assigns, as their interest may appear.

Amount of Insurance: **Fee** **T.B.A.**
Mortgage **T.B.A.**

The Estate or interest in the land described or referred to in this commitment and covered herein is:

Fee Simple

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

Diamond Lane LLC

Source of Title by deed from Michele Kahn, Esq., dated 1-13-2022, recorded 2-2-2022, in CRFN 2022000049786.

FOR INFORMATIONAL PURPOSE ONLY:

Premises described in Schedule "A" are known as:

Address: **14 Maiden Lane**
New York, NY 10038

County: **New York** City/Town: **New York**

District:

Section:

Block: **64**

Lot: **T.B.A (Base Lot 23)**

For any clearance questions about this title report, please contact the clearance department at (718) 888-7778 or email clearance@federalstandardabstract.com

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E A

CONDOMINIUM PREAMBLE TO BE ADDED UPON RECORDATION OF CONDOMINIUM DECLARATION.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Maiden Lane, distant 35 feet 1 inch (Deed; 34 feet 11 inches, Tax Map) northwesterly from the corner formed by the intersection of the southwesterly side of Maiden Lane with the northwesterly side of Liberty Place;

RUNNING THENCE southwesterly, 7 feet 8 inches to a point which was the center of a former party wall partly on the premises hereby conveyed and partly on the premises adjoining the same on the southeast;

THENCE southwesterly, 23 feet 3 inches to the rear line of the premises known as No. 16 Maiden Lane where the same adjoins the land now or formerly of the Estate of J. Gardner;

THENCE northwesterly, along said land now or formerly of J. Gardner, deceased, 6 inches;

THENCE southwesterly, along land now or formerly the Estate of J. Gardner, deceased, 32 feet 4-3/4 inches to land now or formerly of the Society of Friends;

THENCE northwesterly, along said land now or late of the Society of Friends, 23 feet 4 inches to land now or late of A. Binninger;

THENCE northeasterly, along said land now or late of A. Binninger, 68 feet 2 inches (Deed; 66 feet 3 inches, Tax Map) to the southwesterly side of Maiden Lane;

THENCE southeasterly, along the southwesterly side of Maiden Lane, 23 feet 5 inches (Deed; 23 feet 7 inches, Tax Map) to the point or place of BEGINNING.

For Conveyancing ONLY	**TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.**
For Information ONLY	**The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.**

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

1. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.

2. Mortgages returned herewith and set forth herein (None).

3. Any state of facts which an accurate survey may show.
   OR
   Survey of facts set forth herein.

4. Rights of tenants or persons in possession.

5. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein. -- None.

6. This Company is required by Federal Law to collect certain additional information from you and the parties representing you regarding the purchase of real property. US Code Title 31-Sec 5326 authorizes the U.S Department of Treasury to collect information about certain transaction as specified in various geographic targeting orders for the purpose of preventing evasion of the Bank Secrecy Act. As a result of a Geographic Targeting Order ("GTO") issued by the United States Department of Treasury, Financial Crimes Enforcement Network ("FinCen"), on May 21, 2018 this transaction may be responsive to the requirements of the GTO. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to FinCEN. Please contact this company and provide the details of this transaction in order to comply with the GTO.

   If the transaction meets the reporting requirement, you will be asked to provide information on the identity of the parties to the transaction, which will be reported to FinCEN. This company is prohibited from issuing its policy if the transaction is reportable and the information is not provided for reporting. Additional exceptions and or requirements may be raised.

   Title 31-Section 5326, as implemented by Treasury orders, prohibits the Company from disclosing the specific terms of the GTO.

7. Proof is required that all parties have been known by no other name for the past ten years. Any other name to be submitted to this company prior to closing.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

8. The Certified Owner, Diamond Lane LLC has been run for judgments, parking violations, federal tax liens and environmental control board liens. Seven ECBs vs. Diamond Lane LLC (on the head) to be disposed, copies herein.

9. A copy of the Articles of Organization for Diamond Lane LLC, proof of filing thereof with the Department of State and proof of payment of the filing fee must be provided prior to closing.

10. A copy of the Operating Agreement for Diamond Lane LLC must be reviewed and passed upon prior to closing. If the Operating Agreement does not name a managing member, the Company will require all members to sign all closing documents, or to sign a Certificate of Authority/Consent to designate one Member to transact the closing, which must be specifically recited in said Certificate/Consent. A copy of said Certificate must be forwarded to the Company prior to closing and the original tendered at closing.

11. Proof of Publication of the Notice of Formation for Diamond Lane LLC must be provided and passed upon prior to closing.

12. An affidavit regarding no changes in membership and no amendments to the Operating Agreement must be executed by the manager of the Limited Liability Company or an authorized member and provided at closing. If changes exist, proofs of same must also be submitted to the Company prior to closing.

13. NOTICE OF SIDEWALK VIOLATION NO. (84542)
(FILED ON: 11-22-2013)
NOTE: This item will be excepted in the fee policy unless a Certificate of Dismissal has been obtained from the Department of Transportation or an appropriate escrow has been set. For the mortgage policy, this item is provided for information only and will not appear as an exception in the mortgage policy. However, a failure to repair sidewalk or remove violation may result in a future lien against which the policy will not protect. The Exception may only be marked "OMIT" if any appropriate escrow is taken by the company, or a Certificate of Dismissal is obtained.
(See New York City Administrative Code section 19-152.)

14. For information only:

    The premises address has been run for environmental control board liens with Eight ECBs found, copies herein.

15. Proposed mortgagor, T.B.A. will be run for judgments, parking violations, federal tax liens and environmental control liens. TO FOLLOW.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

16. Owner's source of title to be recited in closing instruments as CRFN 2022000049786.

17. Company excepts the rights of others in, to, along and through the party wall as set forth in Schedule A or survey reading. Company insures full rights of the owner(s) to the center line thereof, including but not limited to the rights to repair, replace and maintain; and further insures the continued existence of party wall as long as the building shall stand.

18. Policy will except the terms and conditions set forth in the Declaration of Condominium and By-Laws to be recorded in the New York County Clerk's Office, but policy will insure against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9-B of the Real Property Law as amended.

19. Proof is required that all charges levied against the condominium unit for the maintenance of the common elements, as provided in the Declaration of Condominium, have been paid.

20. For Information Only:
The Declaration of Condominium and By-Laws of the Condominium Regime are not furnished as a part of this report and should be surrendered by the seller to the purchaser.

21. Any state of facts an accurate survey may show, including possible encroachments upon the Unit being insured by adjoining units, and possible encroachments of the insured unit upon adjoining units. Policy, however, insures that such encroachments by the insured unit upon adjoining units or common elements, may remain undisturbed.

22. Subject to right of first refusal by Condominium Board.

23. NOTE: The New York City Environmental Control Board requires title companies to remit any funds collected for payments of ECB liens upon expiration of an escrow agreement executed at closing. After the expiration date of the escrow agreement attached to the policy, (or no longer than 6 months if indicated) this company will pay any ECB's still outstanding from the funds collected. Policy excepts any loss, cost or damage that may be incurred by the remittance or escrowed funds to the Environmental Control Board.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

24. This Title Report may contain a listing of Environmental Control Board violations or supposed liens (ECBs) filed solely against the property address. This listing is furnished FOR INFORMATION PURPOSES ONLY. Violations and "liens" by the Environmental Control Board that are not filed against the owner's name are not liens against the real property pursuant to New York City Charter, Environmental Control Board, Section 1404d (1)(e) and as such, are not covered by the title insurance policy. The Title Company hereby states that the Policy excludes from coverage and no coverage is provided for any harm, loss or damage incurred by an Insured on account of or resulting from any ECB violation or lien filed solely against the property address. The Insurer will not provide a defense nor will it indemnify an Insured for any harm, loss, cost or damage with respect to any ECB violation or lien that is filed solely against the property address.

25. Books containing Transit Adjudication Bureau Liens vs. ALL PARTIES are missing from the County Clerk's Office. An affidavit will be required at closing.

26. Emergency Repair Notices if any, filed pursuant to Chapter 26 Section D26-57.01 of the Administrative Code of the City of New York.

27. Affidavit must be furnished showing whether any work has been done by City of New York or any demand being made by the City for any such work which may result in charges by Department of Health, whether or not such charges are liens against which this policy insures. (Section 17, Chapter 1, New York City Administrative Code)

28. For New York City Properties Only: The City of New York requires the owners of certain income producing properties to file a Real Property Income and Expense ("RPIE") form with the City's Department of Finance annually. If the property owner does not file the RPIE form or files the forms late, then the Department of Finance may assess a penalty of 3 to 5 percent of the property's final assessed valuation. The penalty will appear on the owner's real property tax bill. Because there may be significant time lag between the due date for the RPIE form and the date on which the penalty and interest appear on the tax bill, the policy will except and not cover any and all RPIE charges, fees and penalties which may be assessed by the Department of Finance against the property or its owner after the date of the title policy.

29. Company requires copies of photo IDs of seller(s) and purchaser(s) to be provided PRIOR to closing. If the parties have been known by any other names, company will also need copies of IDs showing same.

30. Proof by affidavit required that the seller / mortgagor in the transaction being insured is not a party to any matrimonial action brought under Domestic Relations Law Section 236.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

31. NOTE: Property street address to be recited in closing instruments.

32. NOTE: Title Closers are required to establish the identity of all parties executing documents at closing irrespective of whether the closer is acting as a notary on the instrument or not. Two forms of proper identification will be required, ex: Photo I.D., Social Security Cards, Immigration and Naturalization documents, etc.

33. NOTE: Closing dates must be called in 48 hours in advance this will avoid delays and inconveniences at the time of closing.

34. NOTE: Bank requirements for impending taxes must be submitted at or prior to closing.

35. Any pre-signed deed or recently recorded deed that has not been reviewed by this company must be submitted prior to closing for approval. Title will be re-certified only upon company's examination of same.

36. NOTE: NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION SEWER SURCHARGE NOTICE.

    The Company has been advised by the D.E.P. that all properties in New York City are required to have a meter installed. Properties currently being billed for Frontage that did not have a meter installed by 6/30/00 are subject to the Sewer Surcharge. The D.E.P. will do regular billing for Frontage and if no meter is installed, they will double bill the property for 100% of the same amount of the current Frontage, from 6/30/00, up to and including closing.

37. Where the consideration for the transaction is $400,000.00 or more, a copy of the contract of sale must be attached to the return.

38. Any return filed in connection with a no consideration deed must have attached thereto an affidavit, signed by the grantor and the grantee stating the grounds upon which the Claim of no consideration is based.

39. Section 11-2105 subdivision "G" of the New York City Administrative Code requires that an affidavit signed by both the grantor and the grantee must accompany the Real Property Transfer Tax Return (RPT) indicating that certain types of dwellings are equipped with an approved and operational smoke detecting device as provided in Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the New York City Administrative Code.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

40. FOR INFORMATION ONLY: Company excepts any and all cost or damage as a result of improper or inaccurate completion of New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (form TP 584) and any supplemental forms attached thereto.

    PLEASE NOTE: In the event that the above return is inaccurate or misstated, the New York State Tax Commission will apply all penalties and interest which, if uncollectable from the seller, will become the joint and several liability of the purchaser!

41. NOTE: Company is not responsible for any charges that may be incurred as a result of purchase orders, if any, which are furnished with the Emergency Repair Search. These purchase orders indicate work in progress, which has not yet been billed or posted.

42. NOTE: The following is only applicable to the purchase of a one to four family dwelling or a residential condominium or cooperative unit. The purchaser must be a natural person and must reside at the property which must be used predominately for residential purposes. Section 6409, subdivision "C" of the Insurance Law requires that title companies offer at or prior to closing and optional policy rider to cover the homeowner for the future market value of his or her home. The insured may therefore, elect to obtain protection in excess of the purchase price for an additional premium.

43. NOTE: New Power of Attorney New York Statutory Short Form (and Statutory Gift Rider), effective 6-13-21, must be used for any transactions using a Power of Attorney if executed after 6-13-21. The principal (donor) must sign and be acknowledged either contemporaneously with or prior to the agent (donee) signing and being acknowledged. Items A, D, and M must be initialed by the principal. In the event of using said Power of Attorney for a transaction at less than full value, the Statutory Major Gifts Rider must also be initialed. Full copy of Power must be forwarded to the Company for review at least one week prior to closing. The Company reserves the right to question any transaction of said nature and to raise additional exceptions or decline to insure.

44. NOTE: If a POWER OF ATTORNEY or PRE-SIGNED DOCUMENT is to be used in connection with this transaction, Company will require photo identification be presented of both Principal (or Grantor) and Agent prior to closing. Company will also require that full copies be forwarded to the Company for review at least one week prior to closing. At closing, the attorney of record for the Principal, if any, must execute an affidavit stating that the Power of Attorney has not been revoked and remains in full force and effect. In both cases an affidavit must also be taken stating that the donor of said Power or the signor of said document is alive and consents to the transaction. Additional information and conditions may be required in any transaction involving a Power of Attorney.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S C H E D U L E B

45. NOTE: Under certain circumstances, the City of New York aggregates the principal amounts secured by separate mortgages to determine the applicable rate of mortgage recording tax. The Company must be advised if the mortgagor in this transaction or a "related" mortgagor (including the person or entity who will execute the mortgage) has within the prior twelve months executed a mortgage on other property within the City.

46. NOTE: Tax Law 663 applies to sales by nonresident individuals, nonresident trusts and nonresident estates. Effective 9/1/2003 as revised, requires that a recording officer shall not record or accept for record any deed unless accompanied by a form IT-2663 together with the payment of the estimated tax due, if any, by check made payable to "NYS INCOME TAX" or if the transaction is not subject to the filing and payment requirement of Tax Law 663 because the seller is a resident individual, trust or estate, a TP-584 form which includes a completed certification by the transferor/seller that this section is inapplicable to the transfer.

47. Due to the increased number of returned/dishonored checks, this company will not accept uncertified funds in excess of $500.00, without prior authorization and/or approval by a company officer. TITLE CLOSERS ARE NOT AUTHORIZED TO MAKE SUCH APPROVALS.

48. Effective September 1st, 2010, the collection of Sales and Use tax on the provision of information services and title products is required pursuant to section 1105 of the New York State Tax Law. Accordingly, said tax will be charged, and reflected on this company's bill, on title products and searches including but not limited to: certificates of occupancy, Department of Buildings, Fire Department, Emergency Repair, Street Reports, Highway Department, Health Department, Department of Environmental Protection, Department of Air Resources, Oil Burner, Landmark and Patriot Act (or their variations where applicable).

49. All documents which are signed prior to closing and which are signed outside of New York State, must have acknowledgments which conform to New York law, including an expiration date for the notary. If an unlimited commission, that must be stated.

50. Effective as of March 20, 2024 with regard to all Contracts of Sale for Residential Real Property entered into on or after said date, the amended New York Real Property Law Chapter 50, Article 14 (Property Condition Disclosure Act) requires that the New York Property Condition Disclosure Statement , which replaces and modifies the former form which has been in use since 2002, be provided by Sellers prior to the signing of a binding contract by the Buyer, and executed by all Sellers and Buyers with regard to the arms-length sale of such Residential Real Property (1-4 family residential real properties used or intended for use as a residence), and attached to and made part of such Contracts of Sale. This requirement does not apply to unimproved land, condominium units, cooperative apartments or homeowners association properties.

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

S U R V E Y R E A D I N G

NOT APPLICABLE

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

M O R T G A G E S C H E D U L E

NONE FOUND OF RECORD

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

TAX SEARCH

The tax search made herein covers only the premises as described and no search is made against any part of the street on which said premises abuts.

Some items, returned hereon may have been paid but payment not officially posted. Receipted bill should be produced on closing. Policy does not insure against items not a lien up to the date of the policy, nor for installments for assessments due after the date of this policy. Policy does not insure against pending assessments.

If premises are benefited by Real Estate Tax Abatement personal to an exempt owner, additional taxes may accrue or may have accrued due to a change in ownership or possession. Any restored taxes from the date of transfer of title or possession from the exempt owner, must be fixed and paid prior to closing title.

Policy will except water and sewer rent not entered and/or meter and sewer rent entered subsequent to date of last reading.

NOTE: If meter entries herein indicate average or minimum readings, an actual reading should be obtained prior to closing of title or policy will except any possible charge that an actual reading may disclose.

SEE ATTACHED

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Tax Search

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

PREMISES:

14 MAIDEN LANE

STATE: NY **COUNTY:** NEW YORK

SEC: 1 **VOL:** 2 **BLOCK:** 64 **LOT:** 23 **STATE SWIS CODE:** 650000

CURRENT RPAD OWNER: DIAMOND LANE LLC
CURRENT RPAD ADDRESS: 14 MAIDEN LANE

ASSESSMENT:

2023-2024 (FINAL)	ACT LAND:	ACT TOTAL:	TRANS LAND:	TRANS TOTAL:
	949,500	2,484,450	550,701	1,440,958
NO EXEMPTIONS	0	0	0	0

BUILDING CLASS: D7 - ELEVATOR APT; SEMI-FIREPROOF WITH STORES
TAX CLASS: 2 TAX RATE: 12.267

THE ABOVE PROPERTY APPEARS ON THE RPIE- 2021,2022
NON-COMPLIANCE PENALTY LIST AND IS SUBJECT TO PENALTY
FOR ADDITIONAL INFORMATION PLEASE VISIT
http://www1.nyc.gov/site/finance/taxes/property-rpie.page

DEPARTMENT OF ENVIRONMENTAL PROTECTION (CIS SYSTEM)

BLOCK 64 LOT 23
Account: 3000099575001
Due balance: $0.00
Past due balance: $0.00
Name: DIAMOND LANE LLC
Premises address: 14 MAIDEN LN, NEW YORK, NY 10038, USA

BLOCK 64 LOT 23
Account: 9000099574001
Due balance: $0.00
Past due balance: $0.00
Name: DIAMOND LANE LLC
Premises address: 14 MAIDEN LN, NEW YORK, NY 10038, USA

Charges and amounts displayed above might not reflect payments made in the past few days. If you have questions about your water and sewer charges, please contact the DEP Customer Service Call Center at 718 - 595 - 7000 Monday to Friday from 9:00am to 6:00pm.

Prior to the date of the property transfer, a Title Read must have been requested. DEP will review all accounts associated with the property, adjust the bills if applicable, and issue a Title Read Letter within 30 days after the receipt of a Title Read request, or, if applicable, within 10 days after the field inspection is completed. A Title Read Letter that is properly requested and issued shall remain in effect for 60 days following the date of its issuance.

SEARCH EXCLUDES WATER METER AND SEWER RENTAL CHARGES ACCRUING SINCE THE DATE OF THE LAST READING AND BUILDING PURPOSE FOR UNFIXED FRONTAGE CHARGES SUBSEQUENTLY ENTERED.EXEMPT PROPERTY RESTORED FACTORS (IF ANY) SHOWN ABOVE REPRESENT THE DIFFERENCE BETWEEN THE ACTUAL TAX SHOWN AND WHAT THE TAX WOULD HAVE BEEN HAD THERE BEEN NO EXEMPTION. RESTORED TAX IS FIGURED ON A PRO-RATA BASIS FROM DATE OF DEED TO END OF FISCAL YEAR OF EACH TAX SO AFFECTED. SEARCH DOES NOT INCLUDE LEVIES OF RESTORED TAXES NOT YET POSTED BY MUNICIPALITY. SOME ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALY POSTED BY MUNICIPALITY. RECOMMEND THAT CUSTOMER OBTAINS RECEIPTS FOR SUCH ITEMS AT CLOSING."PAID UNOFFICIALLY" SIGNIFIES RECENT PAYMENTS NOT YET CLEARED BY CITY COLLECTOR. SEARCH DOES NOT INCLUDE POSSIBLE VAULT CHARGES. SEARCH MAY NOT INCLUDE ITEMS NOT A LIEN UP TO THE DATE SHOWN. THE RETURNS ARE SPECIFIC TO COUNTY, BLOCK AND LOT.TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SIDEWALK/CURB ASSESSMENTS WHICH ARE NOT REFLECTED IN REAL ESTATE TAX RECORDS AS OF SAID POSTING DATE.THE MASTER WATER LOT IS NOT SEARCHED ON ANY CONDO IN NYC UNLESS SPECIFICALLY REQUESTED.

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Continued..

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The following returns are at the NYC's DOF, City Collector

2023/2024 - PROPERTY TAX (07/01/2023 - 06/30/2024)

			Balance
1st Half DUE: 07/01/2023	**$88,381.16**		**$0.00**
PAY - CHG - MISC	$88,381.16	PAID 07/05/2023	
2nd Half DUE: 01/01/2024	**$88,381.16**		**$0.00**
MID YEAR RATE CHANGE	$3,386.28	01/01/2024	
AMOUNT DUE:	**$91,767.44**		
PAY - CHG - MISC	$91,767.44	PAID 01/01/2024	

2022/2023 - PROPERTY TAX (07/01/2022 - 06/30/2023)

			Balance
1st Half DUE: 07/01/2022	**$81,620.98**		**$0.00**
PAY - CHG - MISC	$81,620.98	PAID 07/07/2022	
2nd Half DUE: 01/01/2023	**$81,620.98**		**$0.00**
MID YR RATE CHG	$426.96	01/01/2023	
AMOUNT DUE:	**$82,047.94**		
PAY - CHG - MISC	$82,047.94	PAID 01/01/2023	

2024/2025 - MALL BID TAX (07/01/2024 - 06/30/2025) # 92000

			Balance
1st Half DUE: 07/01/2024	**$0.00**		**$212.64**
SA NEW/ADJ	$212.64	05/08/2024	
AMOUNT DUE:	**$212.64**		
2nd Half DUE: 01/01/2025	**$0.00**		**$212.64**
SA NEW/ADJ	$212.64	05/08/2024	
AMOUNT DUE:	**$212.64**		

2023/2024 - MALL BID TAX (07/01/2023 - 06/30/2024) # 92000

			Balance
1st Half DUE: 07/01/2023	**$0.00**		**$0.00**
SA NEW/ADJ	$212.94	05/17/2023	
AMOUNT DUE:	**$212.94**		
PAY - SAC - MISC	$212.94	PAID 07/05/2023	
2nd Half DUE: 01/01/2024	**$0.00**		**$0.00**
SA NEW/ADJ	$212.94	05/17/2023	
AMOUNT DUE:	**$212.94**		
PAY - SAC - MISC	$212.94	PAID 01/01/2024	

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2022/2023 - MALL BID TAX (07/01/2022 - 06/30/2023) # 92000			Balance
1st Half DUE: 07/01/2022	$212.92		$0.00
PAY - SAC - MISC	$212.92 PAID	07/07/2022	
2nd Half DUE: 01/01/2023	$212.92		$0.00
PAY - SAC - MISC	$212.92 PAID	01/01/2023	

PROPERTY REGISTRATION FEE # 139942			Balance
ENT: DUE: 07/01/23	$0.00		$0.00
SA NEW/ADJ	$13.00	05/12/2023	
AMOUNT DUE:	$13.00		
PAY - SAF - MISC	$13.00 PAID	07/05/2023	
ENT: DUE: 07/01/24	$0.00		$13.00
SA NEW/ADJ	$13.00	05/11/2024	
AMOUNT DUE:	$13.00		

SUBJECT TO CONTINUATION PRIOR TO CLOSING ALL CHARGES ARE AS OF 5/16/2024
Any items paid subsequent to 3/17/2024 are subject to collection.

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MUNICIPAL TAX PAGE

TITLE NO. FSA288-02510NY

DEPARTMENT OF FINANCE
BOROUGH OFFICE
(212)639-9675

Manhattan
66 John St.
New York, NY 10038

Bronx
3030 Third Ave., 2nd Floor
Bronx, NY 10455

Brooklyn
Brooklyn Municipal Building
210 Joralemon St.
Brooklyn, NY 11201

Queens
144-06 94th Ave.
Jamaica, NY 11435

Staten Island
350 St. Marks Place, 1st Floor
Staten Island, NY 10301

SEND PAYMENTS TO:
NYC Department of Finance
P.O. Box 680
Newark, NJ 07101-0680

For FedEx, UPS, DHL, etc.

NYC Department of Finance
59 Maiden Lane 19th Floor
New York, NY 10038

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CUSTOMER SERVICES
(718)595-7000

Manhattan
1250 Broadway
New York, NY 10001

Bronx
1932 Arthur Ave.
Bronx, NY 10457

Brooklyn
250 Livingston St.
Brooklyn, NY 11201

Queens
96-05 Horace Harding Expy.
Corona, NY 11373

Staten Island
60 Bay St.
Staten Island, NY 10301

SEND PAYMENTS TO:
NYC Water Board
P.O. Box 11863
Newark, NJ 07101-8163

https://www1.nyc.gov/site/dep/pay-my-bills/how-to-pay.page

Note: During the Covid-19 virus crisis, private carriers that require a physical address (e.g., FedEx, UPS, DHL, etc.) can mail payment to:
NYC DOF
Lockbox 333
400 White Clay Center Drive
Newark, DE 19711
https://www1.nyc.gov/site/finance/pay-now/pay.page

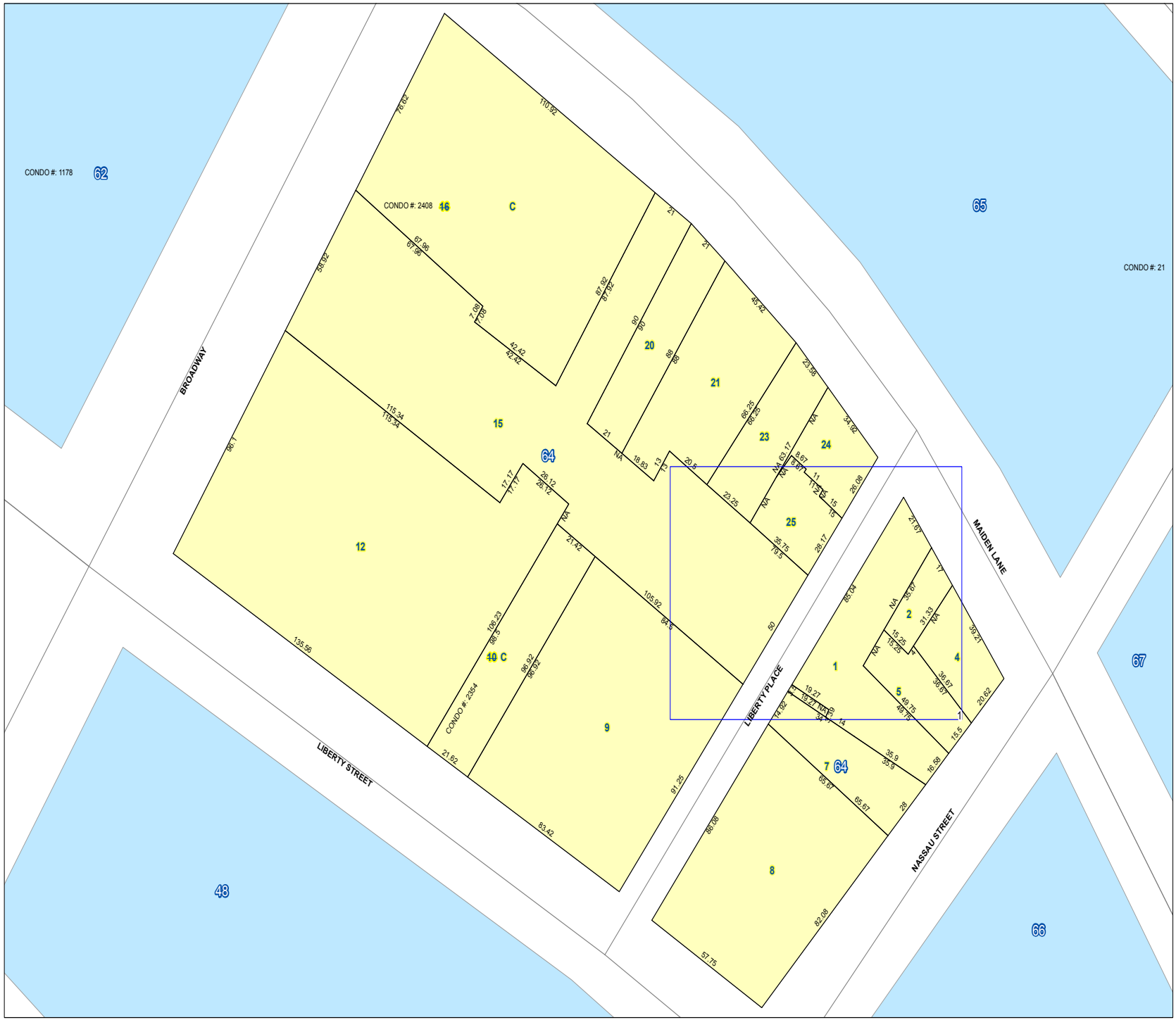
THE ABOVE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILTY ASSUMED.

NYC Finance

NYC Digital Tax Map

Effective Date : 08-12-2015 10:32:35
End Date : Current

Manhattan Block: 64



Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

Feet
0 4 8 16 24 32

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

Municipal Department Searches and Street Report

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY.** They will not be insured and the company assumes no liability for the accuracy thereof. They **WILL NOT BE CONTINUED** to the date of closing.

Street Report:	HEREIN
Highway Department Search:	HEREIN
Certificate of Occupancy:	HEREIN
Department of Housing and Buildings Search:	HEREIN
Search: Fire Department Search:	HEREIN
Emergency Repair Search:	HEREIN
Bankruptcies:	HEREIN
Patriot Search:	HEREIN

STREET VAULTS

If the insured property is located in New York City, and if there is a street vault on or adjoining the property, we suggest that the applicant investigate possible license fees owed to the City of New York. This Company DOES NOT INSURE the right to maintain street vaults nor does the Company insure that vault charges have been paid.

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Street Report

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

PREMISES:

14 MAIDEN LANE

State: NY **County:** NEW YORK

Block: 64 **Lot:** 23

A search of the Topographical Department shows the following results:

Street width:	MAIDNE LANE MAPPED AT IRREGULAR WIDTH OPEN 1691
Cross street:	BROADWAY MAPPED AT 80' OPEN 1677 TO THE FULL WIDTH
	LIBERTY PLACE MAPPED AT 22' OPEN 1690 TO THE FULL WIDTH

IMPORTANT NOTICE ABOUT SEARCH INFORMATION HEREIN

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Highway / Sidewalk Violation Search

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

PREMISES:

14 MAIDEN LANE

State: NY **County:** NEW YORK

Block: 64 **Lot:** 23

A search of the records of the NYC Department of Highways indicates the following per search date of 5/16/2024:

1 Notice found as follows:

File/Notice #: **84542**
Filed Date: **11/22/2013**
Description: **Against Block 64 Lot 23**

THE SEARCH RESULT IS LIMITED TO SIDEWALK NOTICES THAT ARE DOCUMENTED BY HIGHWAY DEPARTMENT RECORDS FROM 1987 TO PRESENT. PUBLIC ACCESS TO DOCUMENTATION FOR SIDEWALK NOTICES POSTED PRIOR TO 1987 IS NO LONGER MADE AVAILABLE BY THIS AGENCY.

******NOTES******

Effective Date for Sidewalk Violations 5/9/2024

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Certificate of Occupancy Search

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

PREMISES:

14 MAIDEN LANE

State: NY **County:** NEW YORK

Block: 64 **Lot:** 23

A search of the Building Department records in reference to the above mentioned premises has revealed the following information:

Certificate of Occupancy #81846 issued on 11/6/1981 FOR A TEN STORY FIREPROOF BUILDING; STORE AND NINE APARTMENTS.

Building Permit #M00783157-GC **Permit Issued** 10/30/2023 REMOVAL OF INTERIOR PARTITIONS AND FINISHES, REPAIR PARTITION WORK POST INTERIOR DEMOLITION THROUGHOUT.

Not Signed-Off.

Building Permit #M08024711-GC **Approved** 3/1/2024 FULL BUILDING, RENOVATION INCLUDING PARTITION FINISH AND FIXTURES WORK POST INTERIOR DEMOLITION THROUGHOUT.

Not Signed-Off.

THE PURPOSE OF THIS SERVICE IS TO PROVIDE THE LATEST CERTIFICATE OF OCCUPANCY ON FILE. THE SERVICE MAY NOT INCLUDE THE REPORTING OF MINOR APPLICATIONS WHICH MAY BE INDEXED AGAINST THE ABOVE BLOCK AND LOT BUT DO NOT REQUIRE A NEW CERTIFICATE OF OCCUPANCY OR APPLICATIONS OF ANY KIND THAT ARE INCOMPLETE.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION HEREIN

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THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS
CERTIFICATE OF OCCUPANCY

BOROUGH MANHATTAN DATE: NOV 6 - 1981 NO. 518-16

This certificate supersedes C.O. No. 56197 ZONING DISTRICT C 5-5

THIS CERTIFIES that the new altered existing building premises located at
14 Maiden Lane Block 64 Lot 23

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

Cellar	O.G.	-	-	-	-	-	Storage, boiler room
1st	75	70	-	-	6	-	Retail Store
2nd	50	-	1	1	2	-	One (1) family
3rd & 4th	40 40	-	1 1	1 1	2 2	-	One (1) family One (1) family
5-10th Inclusive	40 ea.	-	1 ea.	1 ea.	2	-	One (1) family each floor

TOTAL: Retail Store and Nine (9) Class "A" Apartments

Class "A" Multiple Dwelling

Old-Code

Hereafter-Converted

This certificate is predicated upon the final report of inspection dated June 5, 1981.

OPEN SPACE USES -

SPECIAL PARK NO SPACES LOAD NO BERTHS OTHER USES NONE

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

George Clarkson II
BOROUGH SUPERINTENDENT

Irwin Tucker
COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY DEPARTMENT OF BUILDINGS ☐ COPY

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at a point on the South side of Maiden Lane
distant 34.11' West ~~xxx~~ feet from the corner formed by the intersection of
Liberty Place and Maiden Lane

running thence south 63.3' feet; thence west 23.3' feet;
thence north 66.3' feet; thence east 23.7' feet;
thence ..... feet; thence ..... feet;
thence ..... feet; thence ..... feet;
to the point or place of beginning.

~~NEW~~ ALT. NO. 79/76 DATE OF COMPLETION 6/9/81 CONSTRUCTION CLASSIFICATION Class 1-Fireproof
BUILDING OCCUPANCY GROUP CLASSIFICATION Commercial and Residential HEIGHT 10 STORIES 123.10½' FEET

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM (Existing)	X		AUTOMATIC SPRINKLER SYSTEM	X	
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM					
SMOKE DETECTOR	X				
FIRE ALARM AND SIGNAL SYSTEM	X				

STORM DRAINAGE DISCHARGES INTO:
A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:
A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

LIMITATIONS OR RESTRICTIONS:
BOARD OF STANDARDS AND APPEALS CAL. NO. 602-76-A
CITY PLANNING COMMISSION CAL. NO. -
OTHERS.

NYC™ Buildings

Work Permit Department Of Buildings

Permit Number: M00783157-I1-GC

Permit Classification: ALTERATION

Address: MANHATTAN 14 MAIDEN LANE

Work on Floor(s): CELLAR, FLOOR NUMBER(S) 1 THROUGH 10

Total number of dwelling units at location: 9

Number of dwelling units occupied during construction: 0

Issued: 10/30/2023

Expires: 10/30/2024

Issued To: JOHN BENNARDO

Business: LEGACY BUILDERS/DEVELOPER

License No: GC-034249

Description: REMOVAL OF INTERIOR PARTITIONS AND FINISHES. REPAIR PARTITION WORK POST INTERIOR DEMOLITION THROUGHOUT. NO CHANGE TO USE, EGRESS OR OCCUPANCY UNDER THIS APPLICATION.

For detailed information regarding this permit, please log on to DOB NOW at www.nyc.gov/buildings.
Call 311 with any questions or complaints.

Borough Commissioner:

Commissioner of Buildings: James S. Oddo

Tampering with or knowingly making a false entry in or falsely altering this permit is a crime that is punishable by a fine, imprisonment or both.

DataTrace®
T. 516.663.0600 F. 657.205.3795 E. All.NY.Customer.Service@datatracetitle.com

Housing and Building Violation Search

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

PREMISES:

14 MAIDEN LANE

State: NY **County:** NEW YORK

Block: 64 **Lot:** 23

A search of the records of the Department of Buildings and the Rent and Housing Maintenance Department of the City of New York was made on 5/16/2024. The findings of this search are limited to violation(s) posted against the address(es) shown above and may not include violations posted against other addresses or against a block and lot. As of the date of posting, the following violations were reported pending:

BUILDING DEPARTMENT

Violations: See Attached

NOTE: TO IDENTIFY RESOLVED BUILDING DEPARTMENT VIOLATIONS WITH UNPAID ECB FINES, PLEASE ORDER AN ECB-DOB PENALTY SEARCH.

RENT AND HOUSING MAINTENANCE DEPARTMENT

Violations: See Attached

THE VIOLATIONS INDICATED ON THIS REPORT MAY BE SUBJECT TO FINES AND/OR PENALTIES.

BUILDING CLASSIFICATION

Multiple Dwelling
Number of Apartments 9

Classified As COMMERCIAL ALTERED CLASS A
Registration Number: 139942

IMPORTANT NOTICE ABOUT SEARCH INFORMATION HEREIN

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NYC Department of Buildings

Property Profile Overview

14 MAIDEN LANE MANHATTAN 10038 BIN# 1001091

MAIDEN LANE 14 - 14

Health Area	: 7700	**Tax Block**	: 64
Census Tract	: 15.02	**Tax Lot**	: 23
Community Board	: 101	**Condo**	: NO
Buildings on Lot	: 1	**Vacant**	: NO

View DCP Addresses... Browse Block

View Zoning Documents | View Challenge Results | Pre - BIS PA | View Certificates of Occupancy

Cross Street(s):	BROADWAY, LIBERTY PLACE		
DOB Special Place Name:			
DOB Building Remarks:			
Landmark Status:		**Special Status:**	N/A
Local Law:	YES	**Loft Law:**	NO
SRO Restricted:	NO	**TA Restricted:**	NO
UB Restricted:	NO		
Environmental Restrictions:	N/A	**Grandfathered Sign:**	NO
Legal Adult Use:	NO	**City Owned:**	NO
Additional BINs for Building:	NONE		
HPD Multiple Dwelling:	Yes		

Special District: LM - LOWER MANHATTAN

This property is not located in an area that may be affected by Tidal Wetlands, Freshwater Wetlands, Coastal Erosion Hazard Area, or Special Flood Hazard Area. Click here for more information

Department of Finance Building Classification: D7-ELEVATOR APT

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open
Complaints	14	0
Violations-DOB	37	1
Violations-OATH/ECB	10	0
Jobs/Filings	8	
ARA / LAA Jobs	1	
Total Jobs	9	
Actions	115	

Elevator Records
Electrical Applications
Permits In-Process / Issued
Illuminated Signs Annual Permits
Plumbing Inspections
Open Plumbing Jobs / Work Types
Facades
Marquee Annual Permits
Boiler Records
DEP Boiler Information

NYC Department of Buildings

DOB Violation Display for 122023C23-03357

Premises: 14 MAIDEN LANE MANHATTAN BIN: 1001091 Block: 64 Lot: 23

Issue Date:	12/20/2023	Violation Category:	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	23-03357	Device No.:	

DOB Mobile Violation Number: VIO23-03357

OATH/ECB No.:

Infraction Codes:

Description: STRUCTURE RENDERED NON-COMPLIANT. AT TIME OF INSPECTION AS PER FDNY, WATER PENETRATION INTO CELLAR LEVEL DUE TO WATER MAIN BREAK. OBSERVED

CELLAR LEVEL SATURATED WITH WATER, NO STRUCTURAL ISSUES OBSERVED AT TIME. MINOR DAMAGE AT CELLAR.

Disposition:

Code: Date:

Inspector:

Comments:

DataTrace Title
3000 MARCUS AVENUE - SUITE 2W02 LAKE SUCCESS, N. Y. 11042
PHONE: (516) 918-4600 FAX: (516) 918-4540

Title No.: FSA288-02510NY

PREMISES: 14 MAIDEN LANE

COUNTY: NEW YORK

DEAR SIR,
THE FOLLOWING VIOLATION(S) HAVE BEEN INDEXED AGAINST THE PREMISES.
A COPY OF THE SAID VIOLATION(S) MAY BE AVAILABLE BY SPECIAL REQUEST
WITH THE DEPARTMENT OF BUILDINGS.

Violations: 1. UB 508-20

14 Maiden Lane, Manhattan, 10038

Generated on 05/16/2024

Building Details

STATUS	REG#	RANGE	BIN	BLOCK	LOT	CENSUS TRACT
Active	139942	14-14	1001091	64	23	1502
STORIES	A UNITS	B UNITS	CD	CLASS	OWNERSHIP	BUILDING ID
10	9	0	1	W	PVT	25139

Property Owner Registration Information

No building ownership information available

Open Violations (6) A=3, B=1, C=0, I=2

VIOLATION ID	CLASS	ORDER #	APT #	STORY #	REPORTED DATE	NOV ISSUED DATE
NOV ID	NOV TYPE	CORRECTION BY DATE	CERTIFICATION BY DATE	VIOLATION STATUS	VIOLATION STATUS DATE	ACTUAL CERT. DATE
VIOLATION DESCRIPTION						
16802028	A	1507	-	-	04/01/2024	04/01/2024
9016488	ORIGINAL	07/05/2024	07/19/2024	NOV SENT	04/01/2024	-
(a) § hmc:file annual bedbug report in accordance with hpd rule as described on the back of this notice of violation or as described on hpd's website, www.nyc.gov\hpd, search bed bugs.						
16391126	I	780	-	-	11/15/2023	-
-	-	-	-	INFO NOV SENT	11/15/2023	-
§27-2107 adm code owner failed to file a valid registration statement with the department as required by adm code §27-2097 and is therefore subject to civil penalties, prohibited from certifying violations, and denied the right to recover possession of premises for nonpayment of rent until a valid registration statement is filed.						
15786118	A	1507	-	-	03/15/2023	03/15/2023
8329220	ORIGINAL	06/18/2023	07/02/2023	NOV SENT	03/15/2023	-
(a) § hmc:file annual bedbug report in accordance with hpd rule as described on the back of this notice of violation or as described on hpd's website, www.nyc.gov\hpd, search bed bugs.						
15477000	I	780	-	-	11/03/2022	-
-	-	-	-	INFO NOV SENT	11/03/2022	-
§27-2107 adm code owner failed to file a valid registration statement with the department as required by adm code §27-2097 and is therefore subject to civil penalties, prohibited from certifying violations, and denied the right to recover possession of premises for nonpayment of rent until a valid registration statement is filed.						
14847149	A	1507	-	-	02/15/2022	02/15/2022
7647448	ORIGINAL	05/21/2022	06/04/2022	NOV SENT	02/15/2022	-
(a) § hmc:file annual bedbug report in accordance with hpd rule as described on the back of this notice of violation or as described on hpd's website, www.nyc.gov\hpd, search bed bugs.						

VIOLATION ID	CLASS	ORDER #	APT #	STORY #	REPORTED DATE	NOV ISSUED DATE
NOV ID	NOV TYPE	CORRECTION BY DATE	CERTIFICATION BY DATE	VIOLATION STATUS	VIOLATION STATUS DATE	ACTUAL CERT. DATE
VIOLATION DESCRIPTION						
8137400	B	502	10	10	11/06/2009	11/09/2009
3802434	ORIGINAL	12/14/2009	12/28/2009	NOV SENT	11/09/2009	-

§ 27-2005 adm code properly repair with similar material the broken or defective ceramic floor tiles in the kitchen located at apt 10, 10th story, 1st apartment from south at west

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SUPER:
ORDER ID#: 12524720

RECORD SEARCH REQUEST

OF THE
FIRE DEPARTMENT OF THE CITY OF NEW YORK
DIVISION OF FIRE PREVENTION
9 Metro Tech East
Brooklyn, N.Y. 11201-3857

MAIL TO:

DataTrace
3000 Marcus Avenue - Suite 2W02
Lake Success, New York 11042

DATE: 5/16/2024
14 MAIDEN LANE
Building Class: D7

TITLE NO: IFED_FSA288-02510NY
State: NY; County: NEW YORK
Block: 64; Lot: 23

Address

- [X] 1. Record of existing Fire Department Violations
- [ ] 2. Record of Permit for Fuel Oil
- [ ] 3. Other _____

(The City of New York is not being sued, nor is there any intention to sue the City of New York)

DO NOT WRITE BELOW THIS LINE

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., 2024-04-16 the records show the following: **VIOLATIONS (SEE ATTACHED)**

Violation #: 011231531Y

Violation #: 011436312N

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCIES.

VIOLATIONS RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

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Address Profile

HOUSE NUM	NAME	BORO
14	MAIDEN LA	MANHATTAN

Account Information

DO	ACCNT#	APX	OWNER	INS_STAT	INS_DATE	EXP_DATE	ADDRESS				BIN
94	70068366	G	MAIDENVEST LLC	No Access	08/10/23		14	MAIDEN LANE	MANHATTAN	10038	1001091
01	01946276	C	14 MAIDEN LANE ASSOC.	No Access	10/25/22	5/01/2022	14	MAIDEN LANE	MANHATTAN	10038	1001091
	2023-INSP-		Brian T Yuen	Approved	12/06/23		14	MAIDEN LANE	MANHATTAN	10038	1001091
19	42561118		Brian T Yuen	Approved	12/05/23	0/30/2024	14	MAIDEN LANE	MANHATTAN	10038	1001091
93	24139404	F	14 MAIDEN LANE ASSOC.	Approved	06/03/20		14	MAIDEN LANE	MANHATTAN	10038	1001091
93	01082726	G	14 MAIDEN LA ASSOC	Approved	01/14/21		14	MAIDEN LANE	MANHATTAN	10038	1001091

Address Profile

HOUSE NUM	NAME	BORO
14	MAIDEN LA	MANHATTAN

Enforcement Information Compliance Due

VIOKEY	OWNER	ACCT#	ADDRESS				BIN
011231531Y	IRVING STEMPEL CO	01082726	14	MAIDEN LA	MANHATTAN	10038	1001091
011436312N	14 MAIDEN LANE ASSOC	24139404	14	MAIDEN LA	MANHATTAN	10038	1001091

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Emergency Repairs Violation Search

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

PREMISES:

14 MAIDEN LANE

State: NY **County:** NEW YORK

Block: 64 **Lot:** 23

Emergency Repair Lien Book Charges Prior to July 1, 1999

A search of the Department of Housing Preservation and Development's Emergency Repair Mainframe System shows the following:

LIEN BOOK DATE: 4/19/2024
AMOUNT:$ 0.00

Emergency Repair Work in Progress Subsequent to July 1, 1999

A search of the Department of Housing Preservation and Development's Building Charge Report shows the following:

There were no work orders found indexed against the above-mentioned premises as of the date of this search.

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Bankruptcy Search

TITLE #: FSA288-02510NY **DATE:** 5/16/2024

PREPARED FOR: FEDERAL STANDARD ABSTRACT (IFED) **ORDER ID:** 12524720

NAME OF INDIVIDUAL, CORPORATION, OR BUSINESS

DIAMOND LANE, LLC

COUNTY: New York(Manhattan)

A search of the records of the United States Bankruptcy Court **New York Southern District**, has been made with the following results:

There is **NO RECORD** of an active bankruptcy filing for the above mentioned individual, corporation or business.

Please note: Unless the last four digits of the Social Security number is provided, the returns on this search are based on an **exact match** of the name requested. Should you require a search with variations, please provide the variations that you wish to be searched.

Please note: Search has been conducted for a minimum of 20 years.

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FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

PATRIOT NAME SEARCH

Date of Report : 5/28/2024

A search of the records of the United States Treasury Department has been made. The results are as follows: -

Name of Individual, Corporation or Business	**Status / Remarks**
DIAMOND LANE LLC	NONE FOUND

ECB's vs Name as of 4/2024

For DIAMOND L

#	Respondant Name	Address	Order Date	Notice Date	Docket Date	Balance Due	Satisf/Vacat
1	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	02/24/23	04/10/23	05/23	$300.00	
		Violation Number: 047498380P					
2	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	02/10/23	03/27/23	05/23	$300.00	
		Violation Number: 046988842X					
3	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	01/30/23	03/16/23	04/23	$300.00	
		Violation Number: 047552379M					
4	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	12/05/22	01/31/23	03/23	$300.00	
		Violation Number: 047489152Z					
5	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	01/11/23	02/27/23	04/23	$300.00	
		Violation Number: 047498358Z					
6	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	08/28/23	10/12/23	11/23	$300.00	
		Violation Number: 047940136M					
7	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	08/28/23	10/12/23	11/23	$300.00	
		Violation Number: 047940109R					

Data Loaded: 4/29/2024

ECB's vs Premises as of 4/2024

For 14 MAIDEN

#	Respondant Name	Address	Order Date	Notice Date	Docket Date	Balance Due	Satisf/Vacat
1	14 MAIDEN LLC	14 MAIDEN LANE NEW YORK NY 10038	05/16/22	06/30/22	08/22	$300.00	
		Violation Number: 047212349K					
2	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	02/24/23	04/10/23	05/23	$300.00	
		Violation Number: 047498380P					
3	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	02/10/23	03/27/23	05/23	$300.00	
		Violation Number: 046988842X					
4	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	01/30/23	03/16/23	04/23	$300.00	
		Violation Number: 047552379M					
5	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	12/05/22	01/31/23	03/23	$300.00	
		Violation Number: 047489152Z					
6	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	01/11/23	02/27/23	04/23	$300.00	
		Violation Number: 047498358Z					
7	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	08/28/23	10/12/23	11/23	$300.00	
		Violation Number: 047940136M					

8	DIAMOND LANE LLC	14 MAIDEN LANE NEW YORK NY 10038	08/28/23	10/12/23	11/23	$300.00	
		Violation Number: 047940109R					

Data Loaded: 4/29/2024

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

N O T I C E

RE: OPTIONAL MARKET VALUE RIDER NOW AVAILABLE

NOTE: THE FOLLOWING IS ONLY APPLICABLE TO THE PURCHASE OF A ONE TO FOUR FAMILY DWELLING, OR A RESIDENTIAL CONDOMINIUM OR COOPERATIVE UNIT, WHERE THE PURCHASER IS A NATURAL PERSON.

Insurance Law Section 6409, Subdivision C, **requires** that title companies offer, at or prior to closing, an optional policy rider to cover the homeowner for the **future market value** of his/her home. The insured may, therefore, elect to obtain protection in excess of the purchase price for an additional premium.

A. I/we choose to accept the Market Value Policy Rider.

_____day of _____, 20_____.

_____ _____

OWNER **OWNER**

B. I/we do not wish to accept the Market Value Policy Rider for future increased market value and elect to waive the offer for such additional coverage.

_____day of _____, 20_____.

_____ _____

OWNER **OWNER**

C. TO BE COMPLETED BY COMPANY CLOSER – The Optional Market Value Policy Rider is not applicable to this transaction.

REASON:
( ) Commercial Property or Vacant Land;
( ) Multiple Dwelling (Consisting of 5 families or more);
( ) Purchaser(s) is/are not natural person (e.g. corporation, partnership, trust, etc.);
( ) Purchaser(s) will not reside at dwelling.

By: _____
Company Closer

FEDERAL STANDARD ABSTRACT, INC.

Title Number: FSA288-02510NY

FOR YOUR INFORMATION

The following is a list of places and phone numbers which will facilitate clearing some objections raised in this report. For additional information, please call our office at (718) 888-7778.

Parking Violations: A Satisfaction of Judgment must be obtained from the Parking Violations Bureau located at any of the addresses below. Said Satisfaction is then to be filed with the New York County Clerk's office located at 60 Centre Street, New York, New York and upon paying an $8.00 fee, they will issue a Certificate of Disposition.

For P.V.B. Help Centers Day and Hours Call (212) 477-4430
Manhattan: 1 Centre Street (1st Floor) – Bronx: 1400 Williamsbridge Road – Brooklyn: 210 Joralemon Street – Queens: 89-61 162nd Street – Staten Island: 300 Marks Place

New York State Commission Liens: For information regarding disposition and payments, please write: Tax Compliance Division, P.O. Box 5149, Albany, NY 12205 or call (518)457-5434.

Federal Tax Liens: For information regarding disposition and payments, please write: The Internal Revenue Service, 120 Church Street, New York, NY or at 210 East Post Road, White Plains, NY 10601, or call (800) 829-1040 for the district office in your area.

City of New York Liens: For information regarding disposition and payments, please write: The Department of Finance, Bureau of Tax Collection, 345 Adams Street, 5th Floor, Brooklyn, NY 11201 or call (718) 935-6000.

Highway Department (Sidewalk Violations): For information regarding disposition and payments, please write: The Highway Department, 55 Water Street, Concourse Level, New York, NY 10041 or call 311.

Environmental Control Liens: For information regarding disposition and payments, please write: The Environmental Control Broad, 66 John Street, 10th Floor, New York, NY 10038 or call (212) 361-1400.

Transit Adjudication Liens: For information regarding disposition and payments, please write: 505 Fulton Street, Brooklyn, NY 10201 or call (718) 237-2666 or (718) 330-3000 (Law Department).

New York State Industrial Commissioner: For information regarding disposition and payments, please write: NYS Department of Labor, Building 12, State Campus, Room 500, Albany, NY 12202 or call (518) 457-2741.

Interest Clerk: For interest on outstanding taxes in the City of New York or questions regarding In-Rem, please write: The City of New York, Department of Finance, 345 Adams Street, 5th Floor, Brooklyn, NY 11201 or call (718) 935-6153.

Co-op Transfers: For the State of New York, Form T.P. 584 must be completed along with the appropriate tax check (made payable to the Department of Finance) and forwarded to: NYS Department of Taxation and Finance, Real Estate Transfer Unit, W.A. Harriman Campus, Building 9, Albany, NY 12227 or call (518) 438-8581. When the property is in the City of New York, the R.P.T. must be completed along with the appropriate tax (made payable to NYC Department of Finance) and forwarded to: N.Y.C. Department of Finance, 345 Adams Street, 5th Floor, Brooklyn, NY 11201.

CONDITIONS AND STIPULATIONS

1. This certificate shall be null and void:
   (A) if the fees therefore are not paid;
   (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
   (C) when the policy shall issue or nine months after the effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company.
   (D) Until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this certificate shall no exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

EXH. B-2 UTILITY COST PROJECTIONS

A&D ENGINEERING, PLLC
CONSULTING ENGINEERS
HVAC – PLUMBING - FIRE PROTECTION
ELECTRICAL - FIRE ALARM
Tel: (718) 872-6122 / (718) 872-6144
E-mail: ad@adnyeng.com; www.adnyeng.com
2606 East 15th Street, Suite #204, Brooklyn, NY 11235

October 11, 2024

Projection of Utility Cost for Building and Individual Units
14 Maiden Lane, Manhattan, NY 10038

GENERAL

The charges indicated below are based on the following assumption:

1. Heating is based on 4,619 degree-days officially provided datum obtained from New York State Energy Research and Development Authority (NYSERDA). The System shall maintain 70-degree Fahrenheit in the residential units when outdoor air temperature is 0-degree Fahrenheit.
2. Air conditioning system shall maintain 78 degree Fahrenheit at 50-percent relative humidity when outdoor air temperature is 89 degree Fahrenheit and the coincident wet bulb temperature is 73 degree Fahrenheit (2022 NYC BC, SECT 1204). Windows to have curtains, Venetian blinds or other shading materials.
3. Energy rate structure for electricity use is based on NYSERDA Rate for Residential.
4. Each residential unit is calculated to have a mini-split electrical heat pump HVAC system, electrical washer and dryer, and all other appliances included in the sale. The hot water is produced by (2) two gas fired water heaters.
5. The estimated first year cost for Water and Sewer as of July 2024 projected first year of condominium operation, using current rate as of July 2024, is an estimated rate of $4.87 per hundred cubic feet of water and the average as listed below:

   2-bedroom apartment (3 people) – 180 gal/day

   Charges for waste and storm sewer services are $7.74, for a combined water/sewer charge of $12.61 per 100 cf of water.
6. The estimated Electric cost, as of July 2024 projected first year of condominium operation, using current rate as of July 2024, plus an inflation factor estimated at 10%, results in an estimated cost of $0.3016/kWH. This is an estimated rate which includes service charge, taxes and estimated increase. Note that the state of the electrical industry in New York City and State is extremely volatile due to various political and economic issues and the future electrical costs cannot be accurately predicted. However, the costs provided below should allow for an accurate order of magnitude estimate.

Bare Cost	$ 0.2364
10% Increase (Est.)	$ 0.0236
Sub-total	$ 0.2600
16% Taxes	$ 0.0416
Total (Estimated)	**$ 0.3016**

7. The estimated first year Gas cost, as of July 2024 projected first year of operation, using current rate as of July 2024, plus an inflation factor estimated at 10%, results in as estimated rate of $1.9727/therm, for the projected first year of condominium operation. This is an estimated rate which includes service charge, taxes and estimated increase. Note that the state of the natural gas industry in New York City and State is extremely volatile due to various political and economic issues and the future gas costs cannot be accurately predicted. However, the costs provided below should allow for an accurate order of magnitude estimate.
   The figures can vary considerably depending on the severity of the weather, the efficiency of the actual equipment installed, occupants' personal habits as well as other operating parameters. These figures are

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not intended to be a guarantee.

Bare Cost	$ 1.546
10% Increase (Est.)	$ 0.1546
Sub-total	$ 1.7006
16% Taxes	$ 0.2721
Total (Estimated)	**$ 1.9727**

A. ESTIMATED UTILITIES FOR HOUSE LOADS / AREAS

WATER CHARGE & SEWER RENT

Water and Sewer Charges for the metered building are assessed by the City of New York based on the actual amount of usage. The City of New York currently charges $12.61 per hundred cubic feet of water and sewer (approximately 748 gallons). There will be one water meter servicing the entire building.

We estimate that daily water consumption will be as listed below for an annual water consumption of:

2 BR APT (3 People)	9 apt	x	180 gal		x	365 days		591,300	gal/yr
Total apartments	**9**							**591,300**	**gal/yr**
	591,300 gal/yr	/	748 gal					791	HCF/yr
Total annual usage	791 HCF/yr	x	$ 12.61	per HCF			**$**	**9,968**	**per year**

$9,968 per year or **$830.69** per month

Based on current combined water and sewer rates of $12.61 per HCF.

* These costs may vary based on occupancy and use.

A&D ENGINEERING, PLLC

CONSULTING ENGINEERS

HVAC – PLUMBING - FIRE PROTECTION
ELECTRICAL - FIRE ALARM

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ELECTRICAL USAGE (CONDO)

Typical Calculations for :
Unit: 2-Bedrooms
Area: 1,008 sq. ft.

Lighting		1	kw	x	1,008.00	sq.ft.	x	3 hr/day	x	30 days	90.7 kwh/month
Refrigerator		1.5	kw	x	4	hr/day	x	30 days			180 kwh/month
Washing Machine		2.52	kw	x	8	hr/month					20.16 kwh/month
Dryer		2.52	kw	x	8	hr/month					20.16 kwh/month
Dishwasher		1.44	kw	x	8	hr/month					11.52 kwh/month
Microwave		1.5	kw	x	0.15	hr/day	x	30 days			6.75 kwh/month
Electrical Oven		5	kw	x	0.1	hr/day	x	30 days			15 kwh/month
Gas range		0.2	kw	x	0.1	hr/day	x	30 days			0.6 kwh/month
Steam Shower		6	kw	x	0.15	hr/day	x	30 days			27 kwh/month
Sub-Total Annual Usage:		371.9	kwh/months	x	12	month					**4,463 kwh/yr**
Air Handler(s)		1.25	kw	x	8	hr/day	x	30 days			300 kwh/month
CU unit:		6.32	kw	x	8	hr/day	x	30 days			1,517 kwh/month
		1,817	kwh/month	x	8	month					**14,534** kw/yr
Electrical Mat:	1 x	0.6	kw	x	2	hr/day	x	30 days			36.00 kwh/month
		36.0	kwh/month	x	2	month					**72.0** kw/yr
Annual Cost:		19,069	kwh/yr	x	30.16	c/kw					**$ 5,751 per year**

TOTAL ANNUAL USAGE: **$5,751** per year or **$479.28** per month

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* These costs may vary based on occupancy and use

GAS USAGE CHARGES (100MBH/therm)

Unit: 2-Bedrooms

GAS RANGE	1 x	65	MBH/hr	x	1	hr/day	x	30 days/month	x	12 month	234 therms/yr
	234	**therms/yr**		**x**	**$**	**1.9727**	**therms**				**$ 462 per year**
											$ 38.47 per month

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* These costs may vary based on occupancy and use

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COMMON AREAS ELECTRICAL CHARGES FOR RESIDENTIAL UTILITY COST

Lighting Cost

1 Common Area Lighthing Cost (LED)													
	5,520	sq ft	x	0.3	w/sq ft	x	8	hrs/day	x	365	days/yr		4,836 kwh/yr
	4,836	kwh/yr	x	0.3016	$/kwh							$	1,458 per yr
2 Exterior Lighting Cost (LED)													
	4	fixt	x	16	w/ea	x	8	hrs/day	x	365	days/yr		187 kwh/yr
	187	kwh/yr	x	0.3016	$/kwh							$	56 per yr
Sub -Total Lighting Cost												**$**	**1,515 per yr**

Heating (Stairs, Utility Rm, Storage, Common Hallway)

13 x	1.125	kw	x			8	hrs	x	30	days	x 2 months		7,020 kwh/yr
2 x	2.25	kw	x			8	hrs	x	30	days	x 2 months		2,160 kwh/yr
	9,180	kwh/yr	x	0.3016	$/kwh							**$**	**2,769** per yr

Elevator: 12.5HP

1 x	12.5	kw	x			1	hrs	x	30	days	x 12 months		4,500 kwh/yr
	4,500	kwh/yr	x	0.3016	$/kwh							**$**	**1,357** per yr

Duplex Booster system: (1)5HP												
	5	kw	x	1.5	hrs	x	30	days	x	12	months	2,700 kwh/yr
Sump pump: (1)0.5HP												
	0.5	kw	x	1	hrs	x	30	days	x	12	months	180 kwh/yr
Sprinkler Booster pump: (1)15HP												
	15	kw	x	0.5	hrs	x	1	days	x	12	months	90 kwh/yr
Jockey pump: (1)0.75HP												
	0.75	kw	x	0.5	hrs	x	1	days	x	12	months	5 kwh/yr

Miscellaneous:

1 CU-LOB x	5.99	kw	x			10	hrs	x	30	days	x 12 months		21,564 kwh/yr
1 CU-EMR x	2.16	kw	x			16	hrs	x	30	days	x 12 months		12,442 kwh/yr
2 INST HWH x	4.125	kw	x			1	hrs	x	30	days	x 12 months		2,970 kwh/yr
3 FANS x	0.5	kw	x			24	hrs	x	30	days	x 12 months		4,320 kwh/yr
1 x	0.5	kw	x			24	hrs	x	30	days	x 12 months		4,320 kwh/yr
Receptacles													
6 x	0.2	kw	x			1	hrs	x	30	days	x 12 months		432 kwh/yr
Sub -Total Pumps and Miscellaneous Cost						49,601	kwh/yr	x	0.3016	$/kwh		**$**	**14,960** per yr

TOTAL ANNUAL USAGE **$20,600 per year or $1,717 per month**

* These costs may vary based on occupancy and use

GAS USAGE CHARGES (100MBH/therm)

GAS HWH	2 x	120	MBH/hr	x	2.5	hr/day	x	30	days/month	x	12 month		2,160 therms/yr
	2,160	**therms/yr**		**x**	**$**	**1.9727**	**therms**					**$**	**4,261 per year**
												$	**355.09 per month**

* These costs may vary based on occupancy and use

Sincerely,

Alexander Soskin, P.E.
A & D Engineering, PLLC

EXH. B-3 MANAGEMENT CONTRACT

CONDOMINIUM APARTMENT HOUSE
MANAGEMENT AGREEMENT

THIS AGREEMENT, made as of October 1, 2024, between DIAMOND LANE LLC, a New York limited liability company having its principal office at 54 Franklin St., Suite 2R, New York, NY 10013, (hereinafter referred to as "the Owner"), and VILLAGE DWELLINGS INC., a New York corporation having its principal office at 224 West 4th Street , New York, New York 10014 (hereinafter referred to as "the Agent"),

W I T N E S S E T H:

That the parties hereto mutually agree with each other as follows:

1. Appointment. The Owner hereby appoints the Agent, and Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the condominium apartment house located at the Owner's address as stated above, hereinafter referred to as "the Building."

2. Duties. For the compensation set forth in paragraph 6 herein, the Agent shall perform the following services with due diligence and care:

(a) Subject to the Owner's approval, at the cost of the Owner, cause to be hired, paid and supervised, all persons necessary to be employed in order to maintain and operate the Building and all areas adjacent thereto, who, in each instance, shall be the Owner's and not the Agent's employees, and cause to be discharged any unnecessary or undesirable employees, in accordance with all applicable statutes, rules, regulations, union contracts and agreements. No superintendent shall be hired or fired without the consent of the Owner. If requested by Owner, Agent shall represent and/or assist Owner in dealing with any labor union representing Owner's employees and with any governmental agencies investigating complaints by Owner's employees.

(b) At the cost of the Owner, cause the Building to be maintained in an appropriate condition including repairs, alterations, and interior and exterior cleaning, subject to the limitations contained in this agreement or in any proprietary lease or other agreement with any unit owner or other tenant. Repairs or alterations involving an expenditure of over Five Thousand ($5,000.00) Dollars for any one item shall be made only with the prior approval of the Owner. Emergency repairs, those deemed by the

Agent to be necessary either for the preservation or the safety of the Building or for the safety of the unit owners or other persons, or to avoid the suspension of any necessary service in the Building, may be made by the Agent irrespective of the cost thereof without the prior approval of the Owner, but after consultation, if feasible, with the President, Vice President, or Treasurer of the Condominium Board (in the order given, when possible) or if none of the aforesaid officers are available, then with any member of the Board of Managers. Any rebate or discount obtained by the Agent in connection with the foregoing expenditures shall be the property of the Owner.

(c) Recommend, and with the approval and at the cost of the Owner, cause all such acts and things to be done in or about the Building as may be necessary or desirable to comply (within the applicable time limits) with any and all (i) orders or violations affecting the Building placed thereon by any federal, state or municipal authority having or asserting jurisdiction there over, and (ii) orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body, except that if failure promptly to comply with any such order or violation would or might expose the Owner or the Agent to civil or criminal liability, the Agent may cause such order or violation to be complied with after consultation with an officer of the Owner or the Owner's attorney. The Agent shall notify the Owner or the Owner's attorney promptly after receipt of any order or violation as aforesaid.

(d) Enter into contracts at the cost of the Owner for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, fuel oil, vermin extermination and other services, or such of them as may be advisable, but any such contract having a term of longer than one (1) year or requiring an annual payment in excess of Two Thousand ($2,000.00) Dollars must be authorized by the Owner.

(e) Purchase, at the cost of the Owner (subject to the $2000.00 expenditure limitation) all equipment, tools, appliances, materials, uniforms, and supplies necessary or advisable to properly maintain and operate the Building, making all such purchases in the Owner's name, and crediting to the Owner any discounts or commissions obtained for such purposes.

(f) In connection with the insurance broker and insurance company, advise the Owner with respect to proper insurance coverage of the Building, its employees and unit owners, and, if requested by the Owner, cause to be effected and maintained at the cost of the Owner, in such amounts and

through such carriers as the Owner shall designate or approve, fire, rent, plate glass, boiler, water, damage, liability, worker's compensation, employer's liability, disability, casualty, directors' and officers' liability and any other insurance as the Owner may elect to carry, cooperating with any independent insurance broker or consultant that the Owner may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto. If Agent maintains an insurance program or pool for buildings that it manages, Agent shall offer to Owner the opportunity to participate therein.

(g) Review all bills received for services, work and supplies ordered in connection with maintaining and operating the Building, advise the Owner of any discrepancies with respect thereto, and, unless otherwise directed by the Owner in writing, at the cost of the Owner pay or cause to be paid all such bills and mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes and corporate income and other taxes assessed against the Owner or the Building as and when the same shall become due and payable. Agent shall not be obligated to make any advances to the account of the Owner or discharge any liability or obligation of the Owner, except out of the funds provided by the Owner.

(h) If requested by the Owner, at the Owner's expense list and offer for sale or lease through its own organization and/or, if the Owner shall deem it advisable, through other brokers, residential space reserved, acquired, or reacquired by the Owner in the Building and use its best efforts to effect sales or leases and to renew leases of residential space reserved, acquired or reacquired by the Owner in the Building, including the preparation and execution of lease documents under the supervision of the Owner or the Owner's attorney. The Agent shall receive brokerage commissions for services rendered under this paragraph if the commission is fixed by a separate agreement.

(i) Upon prior receipt in each instance of a fee of Six Hundred ($600.00) Dollars paid by seller at submission of application for the purposes of apartment transfer application, or Four Hundred ($400.00) Dollars sublet application, or Three Hundred ($300.00) Dollars refinancing application:

(1) accept applications and references from all prospective unit owners, tenants and subtenants as the part of procedure; (2) obtain credit and other reports relating to prospective unit owners, tenants and subtenants of space being leased or subleased by a unit owner in accordance with the By-Laws; (3) if requested by the Owner, Agent agrees to conduct closing at Agent's premises upon receipt of a fee of Six Hundred ($600.00) Dollars for each closing;

and (4) if Agent is requested to conduct closing at a location other than Agent's premises the fee for the closing will be Seven Hundred ($700.00) Dollars for each closing. Agent shall supervise and arrange interviews of prospective purchasers and tenants by the Owner's Board of Managers.

It is understood that the fees set forth herein, may be increased or changed by the Agent from time to time with the Condominium Boards approval.

(j) Notify the staff via the Superintendent or Building Manager to supervise the moving in and out of unit owners, tenants and subtenants, and, as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Building and of inconvenience to other unit owners and tenants.

(k) Bill or cause to be billed unit owners and tenants for common charges, rent, assessments, and other charges and use efforts, short of legal proceedings, to collect such maintenance charges, rent, assessments, and other charges and deposit same in the Agent's agency bank account; when and if directed in writing by the Owner, serve notices upon unit owners, tenants or subtenants to quit and surrender space occupied by them; and cooperate with the Owner's attorney in all suits or proceedings brought to recover possession of space in the Building or common charges, rent, assessments, and other charges which may at any time be or become due to the Owner from any unit owner, tenant or subtenant in the Building. Bill commercial owner for its share of expenses.

(l) Consider and, at the expense of the Owner, advise Owner of and attend to reasonable complaints of unit owners, tenants and subtenants. If the Agent shall deem any such complaint unreasonable, it shall advise the Owner of the complaint and the reason for its opinion that the complaint is unreasonable.

(m) At the expense of Owner, cause to be prepared and filed all necessary and/or appropriate payroll records, including, without limitation the necessary forms for unemployment insurances, withholding and social security taxes, and all other tax and other forms relating to employment of Building employees and maintenance and operation of the Building required by any federal, state or municipal authority. The Agent shall pay all amounts, with respect thereto, from the Owner's funds.

(n) Set up and maintain in good order accurate and complete accounting records (other than books of account maintained by the Owner's accountant) for the Owner pertaining to the Building or the operation

thereof, including orderly files containing common charge records, insurance policies, leases and subleases, correspondence, receipted bills and vouchers, alteration agreements, condominium minutes, and all other documents and papers pertaining to the Building or its operation. The aforesaid documents are and shall at all times remain the property of the Owner, and the Agent shall upon the request of the Owner make same available to the Owner, the Owner's officers, accountant, attorney or other representatives, and shall deliver up same to the Owner or its aforesaid Agents on demand from the Owner.

(o) No later than the twenty-fifth day of each month, render or cause to be rendered a regular monthly statement, supported by disbursement vouchers, for the preceding month, which statement shall contain an arrears report, payable report, and a statement of all cash on hand. At the same time the Agent shall deposit to the Owner's checking money market account any amount then on hand that the Owner or its designee may deem not necessary or advisable to retain in order to meet anticipated or contingent future obligations, e.g., mortgage and payroll expenses.

(p) Cooperate with the Owner's accountant in regard to the annual audit of the books of account of the Owner, including the annual report of the operations of the Owner for the year then ended. Upon receipt from the accountant, a copy of each such annual report shall be sent by the Agent at the expense of the Owner to each unit owner of the Owner.

(q) Cooperate with the Owner's accountant with regard to the preparation and filing on behalf of the Owner of federal, state, city and any other income and other tax returns required by any governmental authority.

(r) Send to all unit owners of the Owner each year at the expense of the Owner copies of a statement furnished by the Owner's accountant which sets forth the deductions available to unit owners for income tax purposes and other relevant tax data with respect thereto provided by the Owner's accountant.

(s) Prior to the last meeting of the Board of Managers of the Owner held in each calendar year, assist the Board of Managers and/or its accountant in the preparation and submission of an annual budget, a proposed operating budget setting forth the anticipated income and expenses for the Owner for the ensuing year, and a comparison of such budget to the income and expenses of the preceding and current years, with any required explanation with respect thereto.

(t) If timely requested, arrange at the cost of the Owner a suitable meeting place for, send notices to managers and unit owners of, and cause a

representative of its organization to attend meetings of the unit owners and of the Board of Managers. The Agent's representative shall, if requested, perform corporate services such as acting in the capacity of Assistant Secretary and maintain the minutes books of the Owner, and shall also prepare and send out all letters and reports as the Board of Managers of the Owner may request.

(u) Promptly ascertain by public records the assessment of the land on which the Building is located and the assessment of the Building and report such assessments to the Owner. Should the Owner consider such assessments excessive, the Agent will, if requested by the Owner, cooperate with the Owner's attorney in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York, and, if the Owner shall not have any regular attorney, retain special counsel to prepare such application (with the Agent's cooperation) and, if necessary, institute tax certiorari proceedings.

(v) Keep any commercial or non-proprietary space in the Building rented to desirable tenants on such terms as may be approved by the Owner. The Agent is authorized to enlist the services of other real estate brokers in connection with the rental of such space, but the Agent shall not be entitled to any additional commission by reason of the services of any such broker.

(w) Generally, do all other things reasonably deemed necessary or desirable by the Board of Managers of the Owner for the proper management of the Building to affect the purpose of this Agreement. The Owner authorizes the Agent, for the Owner's account and on its behalf, to perform any act or do anything necessary or desirable in the Agent's reasonable judgment in order to carry out the Agent's duties contained in this agreement, and everything done by the Agent under the provisions hereof shall be done as agent of the Owner, and all obligations or expenses incurred and authorized by this agreement shall be at the sole expense of the Owner. The Owner shall reimburse the Agent on demand for its reasonable out-of-pocket expenses and disbursements incurred by the Agent in performing its duties under or in connection with this agreement.

(x) If requested by the Owner, upon prior receipt in each instance of the appropriate processing fee set forth hereafter, the Agent agrees to (1) review alteration plans relevant to individual unit owner alteration requests, (2) have alteration indemnification agreement executed, and (3) file certificates of insurance provided by unit owners' contractor. The fees presently charged by the Agent are $200 for minor renovations (such as

painting, plastering, grouting, floor sanding/refinishing, carpeting), $500 for kitchen and bathroom renovations, or plumbing fixture replacement, rewiring of any element of an apartment, and minor limited partition removals, $1,000 for any combination of apartment, or alteration of any apartment which requires filing and approval of plans by the Department of Buildings, it is agreed that the foregoing fee schedule may be changed and increased from time to time by the Agent in its reasoned discretion.

(y) Send out all letters, minutes and reports as requested by the Owner's President or Board of Managers.

(z) Agent shall supervise and liaison with third-party vendors providing services in the Building, including, but not limited to, laundry-room concessionaires and cable television providers.

(aa) Agent shall use its best efforts to ensure that its representative makes personal on-site inspections of the Building no less frequently than one time each week. Agent shall ensure that Owner will have 24-hour access to Agent and/or its representative in the event of an emergency.

(bb) Agent shall conduct regular, unscheduled, unannounced inspections of the building.

3. Funds. All monies received by the Agent for and on behalf of the Owner (less any sums properly expended or deducted by the Agent pursuant to any of the provisions of this Agreement) shall be deposited in a federally insured New York City bank designated by the Owner in a separate management account maintained by the Agent solely for funds of the Owner. Such funds shall not be commingled with any other funds of Agent or the Agent's other Principals. Any payments made by the Agent hereunder shall be made out of such funds as the Agent may from time to time hold for the account of the Owner or as may be provided by the Owner. The Agent shall not be obligated to make any advance to or for the account of the Owner or to pay any amount except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation unless the Owner shall furnish the Agent with the necessary funds for the discharge thereof. If the Agent does voluntarily advance for the Owner's account any amount for the payment of any obligation or expense connected with the maintenance or operation of the Building or otherwise in accordance with the terms of this agreement, the Owner shall reimburse the Agent therefore on demand. If requested by Owner, a representative of Owner's Board of Managers may be assigned as a signatory on the account.

4. Registration. The Agent will promptly, on assuming the management of the Building, arrange to file a change of registration statement with the New York City Building Department, which registration will include the designation of a partner or employee of the Agent as "managing agent." The Agent represents that it is duly licensed by the

Department of State of the State of New York as a real estate broker and also by the Department of Law of said state as a broker-dealer, insofar as broker-dealer licensing is required in order to enable it lawfully to perform its duties hereunder, and that it shall maintain licenses during the term of this agreement.

5. Indemnification. The Agent shall be liable to the Owner for any loss or damage caused by the Agent's own gross negligence, intentional tort, intentional omission or failure to carry out its obligations under this agreement. To the maximum extent permitted by law, the Owner will indemnify, defend against and hold the Agent harmless from any and all claims, liabilities, damages, penalties, costs and expenses (including reasonable attorney fees) asserted or arising by reason of (a) any injury to any person or property in, about or in connection with the Building, from any cause whatsoever, unless such injury shall be caused by the Agent's own negligence, intentional tort, omission or failure to comply with its obligations hereunder, (b) any act performed by the Agent under this agreement or pursuant to instructions of the Owner. The Owner will carry liability insurance, worker's compensation and employer's liability insurance, will include the Agent as a party insured under the liability policy and will deliver to the Agent a copy of such liability policy or a certificate evidencing the same.

6. Compensation. The Owner shall pay to the Agent as full compensation except as otherwise specifically stated for its services hereunder $1500.00 per month for the first year of the contract and $2500.00 for the second year of the contract.

7. Bond. Intentionally omitted

8. Brokerage Services. Intentionally omitted

9. (a) Term. This agreement shall be for a term of two years. It shall take effect on_____, 2024, and shall continue in force until_____, 2026. Upon expiration, the parties shall account to each other with respect to all uncompleted business and settle all financial matters, and the Agent shall thereupon deliver to the Owner all proprietary leases and other leases, as well as subleases, condominium files, books and records and other instruments and documents relating to the Building and the Owner that may be in the possession of the Agent. Unless the Owner notifies the Agent in writing, no later than thirty days prior to the expiration date, of termination of this Agreement as of the expiration date, this Agreement shall be extended on a month to month basis with the terms and conditions stated herein. Notwithstanding anything herein to the contrary, the Owner shall have the right to terminate this Agreement at any time, without cause, on sixty (60) days' notice to the Agent.

(b) Notwithstanding anything to the contrary in subparagraph (a) of this paragraph 9, Owner may terminate this Agreement immediately in the event that Agent willfully or repeatedly fails to obey lawful instructions and/or directions of the Owner's Board of Managers or Agent commits any fraudulent or illegal act or materially breaches its fiduciary obligations to Owner.

10. Alterations and Major Repairs. Anything contained herein to the contrary notwithstanding, the Agent shall not be required to cause or supervise any alteration or repair involving an expenditure in excess of Twenty-Five Thousand ($25,000.00) Dollars unless the parties hereto have agreed by separate instrument on the exact nature of the Agent's responsibilities with respect thereto and the amount to be paid to the Agent for undertaking such supervisory responsibilities.

11. Signage. The Agent may, subject to the approval of Board (which consent and approval shall not be unreasonably withheld or denied) install at the entrance to the property a sign, in a style and quality befitting the property, identifying Agent as the managing agent for the premises.

12. Notices. All notices authorized or required to be given under this agreement either shall be hand delivered or sent by U.S. mail, certified mail RRR, postage prepaid, to a party at its address as stated above unless notice of a different address shall have been received. Copies of all notices to Owner shall be sent to:

13. Application. This agreement may not be changed orally, shall bind and apply to any successor of either party hereto and may not be assigned by the Agent without the prior written consent of the Owner. All captions are for reference only and shall not be deemed to vary the provisions of this agreement.

14. Agent may not assign its duties and obligations hereunder without Owner's express written consent. Any assignment in violation of this paragraph shall be null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

VILLAGE DWELLINGS INC

by _____
Gino deSimone, President

DIAMOND LANE LLC

by _____
Alex Wiederin, Manager

VILLAGE DWELLNIGS INC
FEE SCHEDULE

Sales Application Processing Fee (By Unit Owner) $600.00

Sublet Application Processing Fee (By Unit Owner) $400.00

Annual NYC Window Guard, Lead Paint and Fire Safety Compliance Package $15.00 per unit

Property Tax Abatement Annual List Review, Renewal and Change Form Certification $25 per apartment

Financing, Refinancing, Equity Loan

Application Processing Fee (By Unit Owner) $300.00

Closings (By Unit Owner) $600.00

Closings (outside locations) (By Unit Owner) $700.00

Alteration Application(By Unit Owner) $200.00(minor)/ $500.00 (intermediate)/$1,000.00 (major)

Photocopies $0.15/ page

Facsimiles $2.00/ for the first 10 pages, $4.00 for over 11 pages

Postage billed as used and by meter

Compliance Monitoring Service $95 per month

EXH. B-4 ELEVATOR MAINTENACE CONTRACT

NEW YORK OFFICE
330 WEST 38TH ST.
NEW YORK NY 10018
P: 212.645.5158
F: 212.645.5159

METROPOLITAN ELEVATOR SERVICE CORP

ADMINISTRATIVE OFFICE
66 RAMAPO VALLEY RD.
MAHWAH NJ 07430
P: 201-529-1801
F: 201-529-2139

Date: September 18, 2024

ELEVATOR MAINTENANCE CONTRACT

Purchaser:	**Equipment Location:**
Diamond Lane LLC **c/o Village Dwellings Inc.** 224 West 4th Street New York, NY 10014	**14 Maiden Lane** New York, NY Block: 64 Lot: 23

Equipment Description:

Device No	Capacity	Machine Type	Travel	Speed
1P919	1,000lbs	OH Traction	11 floors	200FPM

We propose to furnish service and maintenance on the above elevator(s) for a period of one (1) year from contract inception date of (**October 1, 2024**) and will automatically renew each year until this agreement is terminated in writing by either party, with thirty (30) days' notice, for the amounts indicated on the pages herein.

The total sum of **$364.00 plus applicable taxes is to be payable monthly.** The purchaser will pay in addition to the said contract price the amount of any tax based on sales or service hereunder imposed or increased by law enacted after this date. Please note that annual increases may be applied to the maintenance contract. Please note that either party may terminate this contract after the first year with thirty (30) days written notice.

This service to the following elevators will consist of a monthly visit that will include but not be limited to: oiling and cleaning the machines, motor and controller; greasing or oiling bearings and guides; and any necessary minor adjustments as per manufacturers' specifications. 24 hr. call back service will be at no charge to the Purchaser except as otherwise defined by general exclusions. Regular hours are defined as Monday through Friday from 8AM to 4PM. Each monthly visit will further include Metropolitan Elevator Work Tickets to be signed by the mechanic as well as a representative from the facility (if possible). The Work Ticket will include the name of the mechanic, date of visit and shall be kept in the motor room.

This contract does not include any materials other than those specifically listed. Should our inspection reveal any need of repairs or materials not covered under this agreement, a report will be sent to the Purchaser. Said report will identify repairs and/or materials along with the net cost of same.

This agreement becomes effective when signed and executed by an authorized representative of both parties. All Terms and Conditions expressed herein form a part of this agreement. This section sets out all the terms and conditions of this contract between the parties and no changes may be made unless in writing signed by an officer of Metropolitan Elevator Service Corp.

Please note that any, and all invoices for services performed on the elevators outlined above shall be the responsibility of The Purchaser or The Owner. Metropolitan will not bill tenants directly. The Purchase or The Owner shall be responsible for all payments as per this contract. It will be the Purchaser or The Owners sole responsibility to obtain reimbursement from their tenants.

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Contractor agrees to the following:

(1) Visit location monthly to inspect, service and maintain listed equipment and make necessary adjustments at that time.

(2) Furnish high quality oils and greases, lubricate as required and, if conditions warrant, repair or replace all of the following parts of the MACHINE, MOTOR, GENERATOR AND CONTROLLER: worms, worm gears, thrusts, bearings, brakes and brake coils, idler sheaves and shafts, machine and shaftway limits, slack cable devices, windings, commutators, collector rings, brushes, brush holders and bearings of motors and generators, contacts, coils and resistances for operating and motor circuits.

(3) Lubricate the guide rails with lubricants furnished by the Contractor and when necessary, renew guide shoe gibs or guide rollers to ensure smooth and quiet operation.

(4) Monthly examine all safety devices and governors and, when necessary, equalize the tension on all hoisting ropes.

(5) Send a maintenance rep in response to emergency calls when the equipment covered by this contract has become inoperative.

(6) On due notice from the Owner, comply with Violations of governmental authorities having jurisdiction for repairs to parts as covered herein. The Contractor is not required to comply with recommendations from insurance company representatives. Should any dispute arise it is to be decided by Contractor and the owner to be mutually acceptable.

(7) For all manually operated elevator equipment Owner, except when any agent, employee or servant of the Contractor is actually working on and in control of the equipment, retains all responsibility for maintaining the leveling operation of the said cars at floor landings, and the operations of car doors, hatchway doors and their locking and operation devices, and for all legal liability for injury or death to any person or damage to any property caused by the failure of the Owner in respect of such maintenance. However, the Contractor will inspect, repair, and adjust the existing car leveling devices and automatic operators and locking devices for car and/or shaftway doors on its regular inspections.

(8) All work, including regular inspections and repairs in accordance with this contract, is to be performed during regular business hours of the Contractor.
If for any reason, the Owner or his agent for inspections or repairs to be made on overtime, the Owner is to pay the Contractor for the overtime labor at the Company's then effective overtime billing rates.

(9) To perform mandated inspections and maintenance items, to be billed to the Purchaser. Prices are valid for one year from the inception date of this contract.

(a) Category 1 Inspections - $1,480.00
(b) Category 5 Inspections - due to be performed in 2029
(c) Annual Brake Maintenance - $935.00

Should the NYC Department of Buildings amend codes to include additional mandated inspections or maintenances, The Contractor will perform the same and bill The Purchaser accordingly.

The Contractor shall not be held responsible or liable for any loss, damage, detention or delay caused by non-operation of said equipment or by reason of strikes, vandalism, lockouts, fire, flood, acts of civil or military authorities or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event for consequential damage. No work, service or liability on the part of the Contractor other than those specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the services described and all prior representatives whether written or verbal are merged herein.

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STANDARD EXCLUSIONS

The following items are excluded from this agreement for all listed elevator equipment. Should any of the following items need to be repaired and/or replaced, these items will be charged (labor and material and parts) to the Owner. The items are as follows:

Elevator Controller and Controller Main Drive
Elevator Main Machine
Elevator Motor
Signal Devices
Hatchway enclosure integrity, etc.
Guide Rails and their supports due to hatchway integrity
Car Stiles and bodies; gates and doors
Castings, Safety Edges
Reshackling wire ropes of drum elevators
Hoistway dial indicator enclosure
Hoistway and Car Doors
Cleaning of Hoistway
Door Hanger Tracks
Door Interlocks and Gate Switches
Cab Enclosure Finish
Cab Flooring
Overhead Beams
Cab Lights or Fixtures
Door Checks
Ventilation (both hoistway and machine room)
Machine room integrity including walls, roof and floor
Any portion of piping embedded in a floor
Provide proper electrical current capacity
Install new attachments or parts on the elevators other than or different from those now constituting the equipment, as may be recommended, or directed by government authorities.

All work is to be performed during the Contractor's regular working hours on regular working days, unless otherwise specified below.

TERMS AND CONDITIONS

It is expressly understood and agreed that in consideration of the limited charge made, Metropolitan Elevator Service Corp. does not insure and nothing in this agreement shall be construed or taken to mean that Metropolitan Elevator Service Corp. may be charged with or held liable to anyone for delays, labor troubles, or other acts beyond their reasonable control, nor for any injuries, losses, or damages of any kind whatsoever, that may arise directly or indirectly out of or under this contract or the performance thereof unless said injuries, etc. arise directly as a result of Contractor negligence. The Purchaser and its privies are to carry insurance fully covering him, themselves, and all others to whom they may at any time be liable.

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It is also expressly understood that all work to the elevator(s) covered in this maintenance agreement shall only be worked on by Metropolitan Elevator Service Corp. Should The Purchase/Owner contract with an elevator contractor other than Metropolitan Elevator Service Corp., this contract shall become null and void. Any subsequent warranties will also be null and void.

It is also expressly understood that all invoices, to include but not be limited to, those for monthly maintenance, repairs, testing, filing fees, etc., shall be due within 60 days of issuance. Invoices that remain unpaid as of the 61st day shall be paid via the credit card provided herein on page 6 of 6.

Respectfully submitted by:

_____ _____

John Maimone Owner Date

APPROVED For Metropolitan Elevator Service Corp

Accepted and signed by Purchaser on:_____
Date

Authorized by:_____

Print Name & Title:_____

PLEASE SEE ATTACHED SUMMARY OF TESTING AND VIOLATIONS FOR THE PROPERTY. PLEASE NOTE THAT ANY AND ALL FINES ASSOCIATED WITH CLEARING ANY OF THE AFOREMENTIONED ISSUES WILL BE THE RESPONSIBILITY OF THE OWNER.

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INSPECTION & OPEN VIOLATION ACKNOWLEDGEMENT

Equipment Location: 14 Maiden Lane, New York, NY

A search of DOB public records only shows the following for testing and violations. For the most up to date data please check the owners DOB account portal. Owner portal may or may not include information not available on the public portal.

INSPECTIONS:

Device No	Last CAT 1	Filing (Satisfactory/Unsatisfactory)			Last Periodic Inspection	Filing (Satisfactory/Unsatisfactory)			Last CAT 5	CAT 5 Due
		Sat	Unsat	AOC filed		Sat	Unsat	AOC filed		
1P919	07.18.24		X	No	03.18.24		X	Yes	02.03.20	02.2025

VIOLATIONS:

Device No	Violation No	Cycle End	Violation Class	Penalty Due
	none as of the date of this contract			

PLEASE SIGN TO ACKNOWLEDGE THE AFOREMENTIONED SUMMARY OF TESTING AND VIOLATIONS

Accepted and signed by Purchaser on:_____
Date

Authorized by:_____

Print Name & Title:_____

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CREDIT CARD AUTHORIZATION FORM

Equipment Location: 14 Maiden Lane, New York, NY

Please complete all fields. You may cancel or modify this authorization at any time by contacting our office.

This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: ☐ MasterCard ☐ VISA ☐ AMEX ☐ Discover
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date: _____ CCV: _____
Cardholder ZIP Code: _____

I,_____, authorize Metropolitan Elevator Service Corp to charge my credit card above for agreed upon service, and or past due balances as outlined in the "Terms and Conditions" clause on page 4 of 6. I understand that my information will be kept on file for future transactions on my account.

_____ _____
Customer Signature Date

EXH. B-5 AND 6 INSURANCE LETTER OF ADEQUACY

YORK International
An Assurex Global Partner

Letter of Adequacy
Condo Offering for: 14 Maiden Lane, New York NY 10038

	Amount of Insurance
PACKAGE	
Property	
Building & Boiler and Machinery	6,258,000
Cause of Loss Special Form	Included
Agreed Value / Replacement Cost	Included
Deductible	10,000
Building Ordinance	Included
Demolition & Increased Cost of Construction	Included
Business Income / Extra Expense	Actual Loss Sustained up to 12 Months
Flood (Rising Water) & Deductible	1,000,000 / 50,000
Earthquake & Deductible	1,000,000 / 100,000
Elevator Collision	Included
General Liability	
Each Occurrence (Bodily Injury / Property Damage)	1,000,000
General Aggregate	2,000,000
Personal Injury	1,000,000
Employee Benefits Liability (Claims-Made) / Deductible	1,000,000 / 1,000
Water Damage Legal Liability / Deductible	Included
Non-Owned / Hired Auto	1,000,000
Lead/Mold	Not Excluded
FIDELITY BOND	
Employee Dishonesty & Deductible	100,000 / 5,000
Managing Agents Rider	Included
DIRECTORS & OFFICERS LIABILITY	
Limit & Deductible	1,000,000 / 5,000
Managing Agents Rider	Included
UMBRELLA	
Limit	5,000,000
Lead Exclusion / Mold Exclusion	Follow Form
WORKERS COMPENSATION	Statutory
DISABILITY	Statutory

YORK International
An Assurex Global Partner

Letter of Adequacy

The above is the insurance we are recommending to the Condominium located at 14 Maiden Lane, New York, NY 10038.

This is a 10-story fire resistive building of approximately 15,645 square feet. It is understood the property upon completion will contain 9 residential units and 1 commercial unit.

By carrying a $6,258,000 Building Limit, the hazard insurance company will include a provision known as "Agreed Value & Replacement Cost" endorsement. The carrier agrees to reimburse the insured for property losses up to the full amount of the policy regardless of the actual "replacement value" of the Building. This clause has the effect of "waiving" any co-insurance penalty that the insurer might otherwise invoke. This clause does not mean that the Condominium Association would receive sufficient proceeds to actually rebuild the entire building in the event of a substantial loss or total destruction. The Condominium Association should periodically review the amount of insurance they carry for building coverage and common charges to insure that the amount of coverage carried is sufficient.

Based on the offering information, the building value of $6,258,000 is based on approximately 15,645 square feet of space for full repair and replacement without deduction for depreciation.

The Condominium's Insurance will (1) provide that each Unit Owner be included as an additional insured as respects common areas; (2) provide that there will no cancellation without notice to the Board of Managers as long as they are first named insured; (3) permit the Condominium to waive subrogation in accordance with the Condominium Offering Plan.

The following waivers are currently not available in New York. However, if the option becomes available at the time of closing we will endeavor to obtain them: (1) Waiver of Invalidity because of acts of the insured and unit owners; (2) Waiver of pro rata reduction if unit owners obtain additional coverage.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost as per the by-laws for the following coverage. Coverage for the "unit owner" is not included in the above Letter of Adequacy:

1. Fire or casualty losses to the contents of his Unit including replacements, additions, fixtures and improvements therein; and
2. Liability for personal injury or property damage as a result of occurrences in their Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the unit.

The annual estimated premium for the condominium's insurance for 2025 is $25,000. This is a non-binding indication and would be subject to market and rate changes, and a favorable insurance company inspection.

No representation is made that terrorism insurance will be available, or if available, at what cost, at the time the insurance policy is written for the Condominium Association.

Statutory coverage (Workers Compensation & NY Disability) is not included in the estimated insurance cost and is based on payroll and rates in effect at time of closing.

We recommend purchasing Environmental Protection Liability. The cost is subject to a completed application and rates in effect at the time of closing.

Signed by_____
Sophie Bird, Senior Vice President – CPCU
York International Agency, LLC

Dated: 10/1/2024

EXH. B-7 CPA ENGAGEMENT LETTER

Lesley Mozeson, CPA
16 Sugar Hill Drive
Pawling, New York 12564-2132
845-855-5216
Email: lmozeson@gmail.com

September 12, 2024

14 Maiden Lane Condominium
c/o Village Dwellings, Inc.
224 West 4th Street Suite 100
New York, New York 10014

To the Board of Directors of 14 Maiden Lane Condominium:

I am pleased to confirm my acceptance and understanding of the services I will provide for 14 Maiden Lane Condominium for the period ended December 31, 2024.

You have requested that I prepare the financial statements of 14 Maiden Lane Condominium, which comprise the balance sheet as of December 31, 2024 and the related statements of revenues, expenses, and changes in fund balance, cash flows and the related notes to the financial statements for the period then ended and perform a review engagement with respect to those financial statements.

My Responsibilities

The objective of my engagement is to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

I will conduct my review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient

appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, I will not express an opinion regarding the financial statements.

My engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, I will inform the appropriate level of management of any material errors and any evidence or information that comes to my attention during the performance of my review procedures that indicates fraud may have occurred. In addition, I will inform you of any evidence or information that comes to our attention during the performance of our review procedures regarding noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our responsibility is to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.

3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

4) The prevention and detection of fraud.

5) To ensure that the entity complies with the laws and regulations applicable to its activities.

6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

7) To provide me with—

- access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
- additional information that I may request from you for the purpose of the review engagement.
- unrestricted access to persons within the entity of whom I determine it necessary to make inquiries.

8) To provide me, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.

My Report

I will issue a written report upon completion of my review of 14 Maiden Lane Condominium's financial statements. My report will be addressed to the board of directors of 14 Maiden Lane Condominium. I cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for me to report known departures from accounting principles generally accepted in the United States of America, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If, for any reason, I am unable to complete the review of your financial statements, I will not issue a report on such statements as a result of this engagement.

You agree to include my accountant's review report in any document containing financial statements that indicates that such financial statements have been reviewed by me and, prior to inclusion of the report, to obtain my permission to do so.

Other Services

I will also prepare the Condominium's federal state and city income tax returns.

The objective of the tax services portion of the engagement is to prepare the tax returns in accordance with Statements on Standards for Tax Services issued by the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure to me of all relevant facts affecting the returns. You also have final responsibility for the tax return and, therefore, the appropriate company officials should review the return carefully before an authorized officer signs and files it.

If, during my work, I discover information that affects prior-year tax returns, I will make you aware of the facts. However, I cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year,

please contact me to discuss the best resolution of the issue. I will be happy to prepare appropriate amended returns as a separate engagement.

My work in connection with the preparation of the tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to me without any verification by me.

In accordance with federal law, in no case will I disclose your tax return information to any location outside the United States, to another tax return preparer outside of my firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that do not meet these standards. Accordingly, I will advise you if I identify such a situation, and I will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures before completing the preparation of the return. If I conclude that I am obligated

to disclose a position and you refuse to permit disclosure, I reserve the right to withdraw from the tax services portion of the engagement. Likewise, where we disagree about the obligation to disclose a position, you also have a right to choose another professional to prepare your return. In either event, you agree to compensate me for my services to the date of the withdrawal. My engagement with you will terminate upon our withdrawal.

The IRS permits you to authorize me to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell me otherwise, I will check that box authorizing the IRS to discuss your return with me.

Certain communications involving tax advice may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with me or your attorney prior to disclosing any information about my tax advice. Should you decide it is appropriate for me to disclose any potentially privileged communication, you agree to provide me with written, advance authority to make that disclosure. Should I receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, I will notify you. In the event you direct me not to make the disclosure, you agree to hold

me harmless from any expenses incurred in defending the privilege, including, by way of illustration only, my attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to me to assert the privilege.

The returns may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, I will be available, upon request, to represent you. However, such additional services are not included in my fees.

Other Relevant Information

Lesley Mozeson, CPA is responsible for the engagement and signing the report.

My fee for the preparation of the financial statements and tax returns will be $1,500. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My invoice will be due in full upon completion of services.

You agree to hold me harmless and to release, indemnify, and defend me from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to me.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,

Lesley Mozeson CPA

Lesley Mozeson, CPA

This letter correctly sets forth the understanding of 14 Laiden Lane Condominium

Signature: _____

Title: _____

Date: _____

EXH. B-12 SPONSOR'S RECORDED DEED

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2022012601158001003E50E7

RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 5

Document ID: 2022012601158001 Document Date: 01-13-2022 Preparation Date: 01-27-2022
Document Type: DEED
Document Page Count: 4

PRESENTER:
FEDERAL STANDARD ABSTRACT, INC. (PICK-UP)
36-36 MAIN STREET
FLUSHING, NY 11354
718-888-7778
RECORDING@FEDERALSTANDARDABSTRACT.COM

RETURN TO:
AUGSPACH LAW PLLC
ATTN: FRANCISCO AUGSPACH, ESQ.
1280 FIFTH AVENUE, SUITE 6G
NEW YORK, NY 10029
FSA168-08376NY/SZ

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	64	23	Entire Lot	14 MAIDEN LANE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
MICHELE KAHN, ESQ., AS RECEIVER
C/O: KAHN & GOLDBERG, LLP, 555 FIFTH AVENUE, 14TH FLOOR
NEW YORK, NY 10017

GRANTEE/BUYER:
DIAMOND LANE LLC
C/O: FRANK SAVINO, MANAGER, 100 EAGLE ROCK AVENUE
EAST HANOVER, NJ 07936

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	57.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00
NYC Real Property Transfer Tax: $ 249,375.00
NYS Real Estate Transfer Tax: $ 61,750.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 02-02-2022 10:44
City Register File No.(CRFN): **2022000049786**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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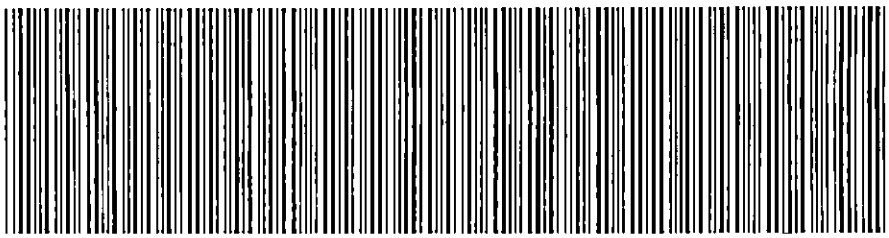

2022012601158001003E50E7

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 5**

Document ID: 2022012601158001 Document Date: 01-13-2022 Preparation Date: 01-27-2022
Document Type: DEED
Document Page Count: 4

PRESENTER:
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36-36 MAIN STREET
FLUSHING, NY 11354
718-888-7778
RECORDING@FEDERALSTANDARDABSTRACT.COM

RETURN TO:
AUGSPACH LAW PLLC
ATTN: FRANCISCO AUGSPACH, ESQ.
1280 FIFTH AVENUE, SUITE 6G
NEW YORK, NY 10029
FSA168-08376NY/SZ

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	64	23	Entire Lot	14 MAIDEN LANE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
MICHELE KAHN, ESQ., AS RECEIVER
C/O: KAHN & GOLDBERG, LLP, 555 FIFTH AVENUE, 14TH FLOOR
NEW YORK, NY 10017

GRANTEE/BUYER:
DIAMOND LANE LLC
C/O: FRANK SAVINO, MANAGER, 100 EAGLE ROCK AVENUE
EAST HANOVER, NJ 07936

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	57.00
Affidavit Fee:	$	0.00

Filing Fee:	$	250.00
NYC Real Property Transfer Tax:	$	249,375.00
NYS Real Estate Transfer Tax:	$	61,750.00

Deed

THIS IS A LEGALLY BINDING INSTRUMENT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE INSTRUMENT CONSULT AN ATTORNEY BEFORE SIGNING.

THIS DEED, made as of the 13th day of January, 2022,

BETWEEN **MICHELE KAHN, ESQ.**, having offices c/o Kahn & Goldberg, LLP, 555 Fifth Avenue, 14th Floor, New York, New York 10017,

Receiver duly appointed in the action hereinafter mentioned, Grantor and

DIAMOND LANE LLC, having offices c/o Frank Savino, 100 Eagle Rock Avenue, East Hanover, New Jersey 07936, Grantee

WITNESSETH, that the Grantor, the Receiver appointed in an action between

14 MAIDEN, LLC, MAIDEN TIWANEE LLC, 14 MAIDEN II, LLC and MAIDENVEST, LLC, against LEE STEMPEL, Defendant,

and in pursuance of an Order dated March 9, 2021 appointing Michele Kahn, Esq. Receiver to sell the Premises, and entered at an IAS Part 8 of the Supreme Court of the State of New York, County of New York, Index Number 159587/18 on March 9, 2021, and in accordance with the Order dated the 15th day of November, 2021 approving the Contract of Sale of the Premises, which Order was and entered at an IAS Part of the Supreme Court of the State of New York, County of New York on November 15, 2021, and in consideration of NINE MILLION FIVE HUNDRED THOUSAND and 00/100 ($9,500,000.00) DOLLARS paid by the Grantee, does hereby grant and convey unto the Grantee,

SEE SCHEDULE "A" ANNEXED HERETO AND MADE PART HEREOF.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever.

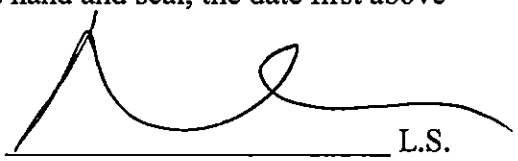
Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

[The balance of this page has been intentionally left blank]

[Signature page to Referee's Deed in Foreclosure]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the date first above written.

IN PRESENCE OF:



L.S.

Receiver

Michele Kahn, ESQ., as receiver

STEWART TITLE INSURANCE COMPANY

Policy Number: **O-0000-891695958**

File Number: **FSA168-08376NY**

PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Maiden Lane, distant 35 feet 1 inch (Deed; 34 feet 11 inches, Tax Map) northwesterly from the corner formed by the intersection of the southwesterly side of Maiden Lane with the northwesterly side of Liberty Place;

RUNNING THENCE southwesterly, 7 feet 8 inches to a point which was the center of a former party wall partly on the premises hereby conveyed and partly on the premises adjoining the same on the southeast;

THENCE southwesterly, 23 feet 3 inches to the rear line of the premises known as No. 16 Maiden Lane where the same adjoins the land now or formerly of the Estate of J. Gardner;

THENCE northwesterly, along said land now or formerly of J. Gardner deceased, 6 inches;

THENCE southwesterly, along land now or formerly the Estate of J. Gardner deceased, 32 feet 4-3/4 inches to land now or formerly of the Society of Friends;

THENCE northwesterly, along said land now or late of the Society of Friends, 23 feet 4 inches to land now or late of A. Binninger;

THENCE northeasterly, along said land now or late of A. Binninger, 68 feet 2 inches (Deed; 66 feet 3 inches, Tax Map) to the southwesterly side of Maiden Lane;

THENCE southeasterly, along the southwesterly side of Maiden Lane, 23 feet 5 inches (Deed; 23 feet 7 inches, Tax Map) to the point or place of BEGINNING.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 13th day of January in the year 2022 before me, the undersigned, personally appeared Michele Kahn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

JOHN W BRETT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR5083283
Qualified in Westchester County
My Commission Expires: Aug. 11, 2025

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2022012601158001001SFE67

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2022012601158001 Document Date: 01-13-2022 Preparation Date: 01-26-2022
Document Type: DEED

ASSOCIATED TAX FORM ID: 2022011000186

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING	1
RP - 5217 REAL PROPERTY TRANSFER REPORT	2
SMOKE DETECTOR AFFIDAVIT	1

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | / / | Month Day Year

C3. Book OR C5. CRFN | | C4. Page | |

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 14 (STREET NUMBER) | MAIDEN LANE (STREET NAME) | MANHATTAN (BOROUGH) | 10038 (ZIP CODE)

2. Buyer Name: DIAMOND LANE LLC (LAST NAME / COMPANY) | (FIRST NAME) Manager

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

(LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: MICHELE KAHN, ESQ., AS RECEIVER (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 10 / 28 / 2021 (Month / Day / Year)

11. Date of Sale / Transfer: 1 / 13 / 2022 (Month / Day / Year)

12. Full Sale Price $: 9,500,000

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type **not** Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: D 7

16. Total Assessed Value (of all parcels in transfer): 1,235,390

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 64 23

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE | DATE: 11-11-2022

C/O: FRANK SAVINO, MANAGER 100 EAGLE ROCK AVENUE

STREET NUMBER | STREET NAME (AFTER SALE)

EAST HANOVER | NJ | 07936

CITY OR TOWN | STATE | ZIP CODE

BUYER'S ATTORNEY

AUGSPACH | FRANCISCO

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

SELLER

Michele Kahn, ESQ., As receiver | 1/13/2023

SELLER SIGNATURE | DATE

2022011000186201

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of ~~New York~~ Florida
SS.:
County of Pinellas

Manager

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

14 MAIDEN LANE , ,
Street Address Unit/Apt.

MANHATTAN New York, 64 23 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Michele Kahn, Esq., as Receiver
Name of Grantor (Type or Print)

Signature of Grantor

Sworn to before me
this 13 day of JANUARY 2022

JOHN W BRETT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BR5083283
Qualified in Westchester County
My Commission Expires: Aug 11, 2025

FRANK SAVINO, manager
Name of Grantee (Type or Print)

Signature of Grantee

Sworn to before me
this 11th day of January 2022

ALEXANDRA HERNANDEZ
MY COMMISSION # GG 272419
EXPIRES: October 30, 2022
Bonded Thru Notary Public Underwriters

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2022011000186101

EXH. B-13 SPECIMEN TITLE POLICY

CHICAGO TITLE INSURANCE COMPANY

Policy No.:

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or

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b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent

Federal Standard Abstract, Inc.
87 Bowery, Suite 400
Flushing, NY 11354
Tel:718-888-7778
Fax:718-888-7398

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i the occupancy, use, or enjoyment of the Land;
      ii the character, dimensions, or location of any improvement on the Land;
      iii the subdivision of land; or
      iv environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A – OWNER'S POLICY

POLICY NUMBER: **T.B.A.**

Amount of Insurance: **$ T.B.A.**

Date of Policy: **T.B.A.**

File Number: **FSA288-02510NY**

1. Name of Insured:

   T.B.A.

2. The estate or interest in the land covered by this Policy is:

   Fee Simple

3. Title to the estate or interest in the land is vested in:

   T.B.A., by deed from Diamond Lane LLC, dated T.B.A. to be duly recorded in the New York County Clerk/Register's Office.

4. The Land is described on Schedule A Description.

For Information Only
Premises known as:
14 Maiden Lane, New York, NY 10038
Block: 64 Lot(s): 23 County: New York

CHICAGO TITLE INSURANCE COMPANY

_____
Countersignature Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY

By: President

Attest: Secretary

CHICAGO TITLE INSURANCE COMPANY

Policy Number: **T.B.A.**

File Number: **FSA288-02510NY**

PROPERTY DESCRIPTION

CONDOMINIUM PREAMBLE TO BE ADDED UPON RECORDATION OF CONDOMINIUM DECLARATION.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Maiden Lane, distant 35 feet 1 inch (Deed; 34 feet 11 inches, Tax Map) northwesterly from the corner formed by the intersection of the southwesterly side of Maiden Lane with the northwesterly side of Liberty Place;

RUNNING THENCE southwesterly, 7 feet 8 inches to a point which was the center of a former party wall partly on the premises hereby conveyed and partly on the premises adjoining the same on the southeast;

THENCE southwesterly, 23 feet 3 inches to the rear line of the premises known as No. 16 Maiden Lane where the same adjoins the land now or formerly of the Estate of J. Gardner;

THENCE northwesterly, along said land now or formerly of J. Gardner, deceased, 6 inches;

THENCE southwesterly, along land now or formerly the Estate of J. Gardner, deceased, 32 feet 4-3/4 inches to land now or formerly of the Society of Friends;

THENCE northwesterly, along said land now or late of the Society of Friends, 23 feet 4 inches to land now or late of A. Binninger;

THENCE northeasterly, along said land now or late of A. Binninger, 68 feet 2 inches (Deed; 66 feet 3 inches, Tax Map) to the southwesterly side of Maiden Lane;

THENCE southeasterly, along the southwesterly side of Maiden Lane, 23 feet 5 inches (Deed; 23 feet 7 inches, Tax Map) to the point or place of BEGINNING.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B – OWNER'S POLICY

Policy Number: **T.B.A.**

File Number: **FSA288-02510NY**

EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. **Rights of tenants or persons in possession.**

2. **NOTICE OF SIDEWALK VIOLATION NO. (84542)**
   (FILED ON: 11-22-2013)

3. **Company excepts the rights of others in, to, along and through the party wall as set forth in Schedule A or survey reading.**

4. **Policy will except the terms and conditions set forth in the Declaration of Condominium and By-Laws to be recorded in the New York County Clerk's Office.**

5. **Any state of facts an accurate survey may show, including possible encroachments upon the Unit being insured by adjoining units, and possible encroachments of the insured unit upon adjoining units.**

6. **Emergency Repair Notices if any, filed pursuant to Chapter 26 Section D26-57.01 of the Administrative Code of the City of New York.**

7. **Unpaid water & sewer charges, if any.**

8. **Policy will except any loss, cost or damage by reason of reassessment or re-apportioned of taxes currently a part of tax lot number 23.**

9. **Mortgage in the amount of $ T.B.A. made by T.B.A., to T.B.A., dated T.B.A. and to be duly recorded in the Office of the County Clerk/ City Register of NEW YORK County.**

Federal Standard Abstract, Inc.
as agent for
CHICAGO TITLE INSURANCE COMPANY

STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Attached to and made a part of
Policy Number: Title Number: FSA288-02510NY

1. The following is added as a Covered Risk:

   11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 6 is deleted, and the following is substituted:

   6. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: T.B.A.

Countersigned

By _____
Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY

By: _____
President

Attest: _____
Secretary

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
   (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
   (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
   (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
   (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
   (1). an Affiliate;
   (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
   (3). a spouse who receives the Title because of a dissolution of marriage;
   (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
   (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a

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lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured, and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance.*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

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b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
   i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
   ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non appealable determination adverse to the Title.
c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

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c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

i. modify any prior endorsement,
ii. extend the Date of Policy,
iii. insure against loss or damage exceeding the Amount of Insurance, or
iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is $2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than $2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance**.**

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of $100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

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For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:
• FNF affiliates and subsidiaries;
• Non-affiliated third parties, with your consent;
• Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
• Service providers;
• Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:
• FNF affiliates and subsidiaries;
• Non-affiliated third parties, with your consent;
• Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
• Service providers;
• Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EXH. B-14 TITLE COMPANY LETTER REGARDING REVIEW OF DECLARATION OF CONDOMINIUM

FEDERAL STANDARD ABSTRACT, INC.

Send all correspondence to:

36-36 Main Street
Flushing, NY 11354
Telephone (718) 888-7778
Fax (718) 888-7398

September 30, 2024

New York State Department of Law
28 Liberty Street
New York NY 10005

ATTN: Real Estate Financing Bureau

Re: Diamond Exchange Condominium
14 Maiden Lane
New York, New York 10038

Dear Sir/Madam:

This Company reviewed the Declaration of Condominium, By-Laws and other documents, relevant to the proposed condominium, Diamond Exchange Condominium, and found these documents to be satisfactory. We are prepared to insure that upon the recording of the Declaration of Diamond Exchange Condominium and the By-Laws with the Register of the City of New York, and the filing of the unit floor plan with the County Clerk's Office, that a valid condominium will be created pursuant to the Real Property Law of the State of New York.

Further, we are prepared to issue fee title insurance to the purchasers of the individual condominium units.

Very truly yours,

Federal Standard Abstract, Inc.
By: Alan D. Lahti
Senior Title Officer

EXH. B-21 AFFIDAVIT OF NO HARASSMENT

AFFIDAVIT OF NO HARASSMENT

OFFERING PLAN OF

DIAMOND EXCHANGE CONDOMINIUM

14 MAIDEN LANE, NEW YORK, NEW YORK 10038

(EXHIBIT B-21)

I am a principal of Diamond Lane LLC, the Sponsor of the Diamond Exchange Condominium. I make this affidavit in connection with our submission for approval of the offering plan for the Condominium.

The subject building at 14 Maiden Lane, New York, New York (the "Building") was purchased by Sponsor on January 13, 2022 from a court-appointed receiver in a partition action. It appeared that the sellers were family members with different visions for the building and litigated among themselves for several years.

At the time of purchase the building was in disrepair and mostly vacant, presumably because of disagreements among the sellers. Only three apartments were occupied, and only on month-to-month rents exceeding $3,750 per month for each one. The other six residential floors and the ground retail floor were vacant.

Shortly after acquiring the building, Sponsor give each of the three tenants the requisite 90-day notice of termination of their month-to-month tenancies. Upon expiration of their terms, the three tenants left peacefully.

Neither Sponsor nor any principal or agent of Sponsor, or any other party to my knowledge, incurred in any practice that may be considered harassment to induce tenants to vacate. There have been no vacate orders affecting the Building.

ALEX WIEDERIN

Sworn Before Me This
11th day of October, 2024

NOTARY PUBLIC

EVAN STEYN-MELE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST0023148
Qualified in KINGS County
Commission Expires April 3rd 2028

EXH. B-22 AFFIDAVIT OF NO MONEY COLLECTION UNDER CPS-1

AFFIDAVIT OF NO MONEY COLLECTION UNDER CPS-1

OFFERING PLAN OF

DIAMOND EXCHANGE CONDOMINIUM

14 MAIDEN LANE, NEW YORK, NEW YORK 10038

(EXHIBIT B-22)

I am a principal of Diamond Lane LLC, the Sponsor of the Diamond Exchange Condominium. I make this affidavit in connection with our submission for approval of the offering plan for the Condominium.

I make this affidavit to confirm that no money has been accepted by Sponsor or its principal, agents, brokers, salespersons or any other party toward the sale of any of the Units of the Condominium, including the period following the approval of Sponsor's Application to Test the Market per Cooperative Policy Statement 1 on April 30, 2024.

ALEX WIEDERIN

Sworn Before Me This
11th day of October, 2024

NOTARY PUBLIC

EVAN STEYN-MELE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST0023148
Qualified in KINGS County
Commission Expires April 3rd 2028

EXH. B-25 IRS FORMS W-9 AND W-BEN

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Form **W-8BEN**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Go to *www.irs.gov/FormW8BEN* for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• You are a person acting as an intermediary	W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6a Foreign tax identifying number (see instructions)

6b Check if FTIN not legally required ☐

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income):

_____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶ ☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner) — Date (MM-DD-YYYY)

Print name of signer

EXH. C-1 ARCHITECT'S DESCRIPTION OF PROPERTY AND SPECIFICATIONS

MORALI
ARCHITECTS

14 Maiden Lane
Manhattan, NY 10038

BLOCK: 64
LOT: 23
ZONE: C5-5 (R10 equivalent)
YEAR BUILT: 1894

Certificate of Occupancy: #81846
Occupancy Classification: Mixed-use
R2 – Residential (Apartment houses)
M – Commercial (Retail Store – White box)

The building was originally constructed in the year 1894 as a commercial building pursuant to prior to 1938 building codes. It is undergoing renovations of which total less than 30% the value of the structure. Work was filed and approved by the NYC Department of Buildings under Alteration Type II #M08024711-I1 and is still under construction at the time of this report.

New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this building.

I have examined the building records at the New York City Department of Buildings. To the best of my knowledge and belief, this report contains an accurate description of the building. Except as noted in this report, no representation is made as to the condition or legality of those elements of the building that cannot be seen. Many of the components of the building are concealed, obstructed or are not available for inspection, and no representation can be made as to the length of time components and systems currently in working order will remain so.

To the best of my knowledge, belief and professional judgment, these plans and specifications are in compliance with the Energy Conservation Construction Code of New York City (NYCECC 2020), using chapter C4.

SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REPLACE ANY OR ALL MATERIALS, FIXTURES, APPLIANCES, OR OTHER ITEMS STATED IN THIS REPORT WITH THOSE OF EQUAL OR BETTER QUALITY.

SPONSOR MAKES NO REPRESENTATION AS TO ANY MATTER IN THIS ARCHITECT'S REPORT EXCEPT AS EXPRESSLY CONTAINED HEREIN AND NO REPRESENTATION SHALL BE IMPLIED.

The liability of the undersigned is strictly limited to compliance with the provision of Article 23a of the general business law and the regulations of the department of law pursuant thereto.

No obligation or liability is assumed for defects, errors, variations or changes made in the construction of the building. My participation in the project is limited to the preparation of the building plans and the preparation of this report.

I have no control whether or not the finishes, material or equipment mentioned in this report are furnished or installed as described. It is suggested that each purchaser make his or her inspection prior to closing. I am not engaged in the supervision of the construction of this building.

Date: 2/21/2025
By: Anthony Morali R.A.

Morali Architects ■ 505 8th Ave. 22nd Floor NY, NY 10018 ■ (t)212-219-2091 (f)646-612-7839 ■ www.moraliarchitecture.com

(a) LOCATION AND USE OF PROPERTY

This property and proposed use will comply with all zoning and use requirements at closing.

(1) Address: 14 Maiden Lane, Manhattan, NY 10038

(2) Block: 64 Tax Lot(s): 23

(3) Zoning: C5-5 (R10 equivalent) –Not a Quality Housing Building

(4) Permissible Use:

Residential	2 (R2 Residential Apartment Houses/Old-code Residential)
Commercial	6 (Retail/Eating and Drinking (Non-PA))

(5) Handicapped Access:
This project is designed within the requirements of all applicable federal, state and local laws and regulations governing accessibility to the disabled. The existing elevator is not handicap compliant and the elevator is not being modified as part of this renovation.

(6) Description:
The project is located in New York City. It is a retrofit/renovation of an existing building. No change in use is being proposed as part of this renovation. This is not a Quality Housing Project. There are no parking components of this project nor are they required.

(b) STATUS OF CONSTRUCTION

(1) Year built: 1894
Under construction. The plans and specifications have been filed with the New York City Department of Buildings and have been approved. The construction of building commenced on May 1st, 2022 (Demolition #M00783157), and it is scheduled to be substantially completed on or about the 2nd quarter of 2025, subject to construction delays and other delays by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions, approvals or preemption, damages by fire or the elements or any other cause over which the Sponsor has no control.

(2) Class of Construction:
Pre-1968 NYC Building Code
Old code – Class I fireproof structure (Existing steel frame with existing non-combustible floors in fully sprinklered building. All building fire ratings to remain as is.)
Class I fireproof structures - Consist of four hours for exterior walls (except panel walls), fire walls, party walls, piers, columns, other structural members which carry walls (except lintels) and girders carrying columns;
three hours for other girders, fire partitions, floors including the beams and girders, beams, roofs and floor fillings, and required stairway enclosures; two hours for exterior panel walls in all structures and required stairway enclosures;
Permanent interior partitions shall be constructed of incombustible materials. Additionally note Interior non-load bearing walls do not have a rating requirement. (Note it is one unit per floor so there are no unit separation walls.)

(3) Certificate of Occupancy:
CO #81846 (Permanent) – No change
Old code – Hereafter converted class “A” multiple dwelling

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(4) Permits and Description:
   a. Alt II General Construction (Renovation) – permit No. M08024711-I1, first issued 9/14/2023 approval only
   b. Plumbing/Sprinkler – permit No. M08029243-I1, first issued 11/09/2022 approval only
   c. Mechanical – permit No. M08029327-I1, first issued 11/07/2022 approval only
   d. Structural – permit No. M08028630-I1, first issued 11/04/2022 approval only

(c) SITE

(1) Size:
Tax Lot 23: (23'7" x 66'3"; irregular lot) 1,512sf area

(2) Number of Buildings and Use:
A total of one (1) Building is being renovated at the above referenced site. Certain areas of the existing building are being renovated but will maintain the existing uses outlined in the above-referenced Certificate of Occupancy. The existing building consists of a Cellar (Electrical service, water service, gas meter room and storage), 1st Floor (Residential lobby, mailboxes and commercial retail), 2nd-10th Floor (1 Residential unit per floor) and Roof (House tank, mechanical equipment, elevator machine room and open accessory uses).

(3) Streets owned or maintained by the project:
The Building is abutted by Maiden Lane to the North upon which it fronts. There are no other streets adjoining this property. The closest intersection is with Liberty Plaza 34'11" to the East. Maiden Lane is a public street owned and maintained by the City of New York. The street is a narrow NYC DOT street paved with bituminous topping which is in good condition. The existing curb is a concrete curb and is in good condition. The street is constructed with a crown in the middle which provides cross drainage to the gutters on each side. They are pitched to catch basins located near the street intersections. The street lighting is provided and maintained by the City of New York. All items are in conformity with the local fire district and municipal building codes.

(4) Drives, sidewalks and ramps:
The sidewalk adjacent to the property will be replaced with new concrete sidewalks. The sidewalks will be constructed to allow for drainage away from the building toward the street curb and gutter. See C.3 above.

(d) UTILITIES

(1) Electricity:
   a) Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the building to various loads and will be directly metered by Utility Company. Each of the Residential Units and the Retail Unit shall be provided with a dedicated meter. Each Unit Owner shall be solely responsible for the cost of their own individual electric bill. Electricity for the Storage Units will not be independently metered and billed but paid as a Common Expense
   b) Common areas and House loads (Lighting, Gas Closet, Utility & Meter Room, Common Hallway, and Miscellaneous small building electrical loads) shall be commonly metered, and the cost of electric use measured thereby shall be billed to all Unit Owners as a Common Expense.

(2) Gas:
Gas will be metered by Con Edison for the Building. One (1) common gas meter will be provided for all residential gas loads (nine (9) ranges) and two (2) hot water heaters, and the cost of gas use measured thereby shall be a Common Expense of all of the unit owners.

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(3) Domestic Water and Sewer Service:
Water supply and combined sewer servicing the building will be provided by the City of New York DEP. Water will be collectively metered for the entire Building, and the cost of water use measured thereby together with any sewer charges, shall be a Common Expense of all of the unit owners.

(4) Telephone:
"Local" telephone service will be available for all Residential Units and the Retail Unit & provided by Verizon FIOS, Spectrum, Optimum and/or another service provider. Every Unit Owner will be required to pay their individual telephone charges and initial charges for activating individual outlets in the Unit. The telephone charges with respect to the public areas of the building (such as the fire alarm) will be borne as Common Expense by all of the Unit Owners. In each Unit a telephone outlet will be provided in locations as indicated on the plans.

(5) Cable Television:
Cable Television services will be available for all Units provided by Spectrum, Optimum or Verizon FIOS (or alternate cable TV company). All charges for cable television service (including installation and subscription charges) will be paid by each Unit Owner who subscribes directly to the cable TV company. In each Unit, a Cable TV outlet will be provided as indicated on the plans.

(6) Internet Service:
High speed internet service will be available for all Units provided by Spectrum, Optimum or Verizon FIOS. It is the responsibility of the Unit Owner to obtain such service from an internet service provider servicing the Condominium, and the cost of such service shall be paid by the respective Unit Owner.

(e) SUBSOIL CONDITIONS

Not applicable. No excavation, no enlargement of foundation elements or disturbing of the existing sub-soil condition being proposed therefore there has been no soil investigation conducted. No recent settlement of structure was observed by structural engineer. New foundations to support the rear yard exterior wall were sized to support code required loads by structural engineer. There is no specified moisture protection system designed/installed. There is no evidence of moisture or seepage or ground water infiltration. There was a leak during a major rainstorm at one point during construction upon which the contractors completed waterproofing and parge work on the southwest corner of the foundation. We are not aware of any other leaks during construction thereafter.

(f) LANDSCAPING

(1) Grass cover: None

(2) Plantings: None

(3) Trees: None

(4) Fencing: None

(5) Gates: None

(6) Garden Walls: None

(7) Retaining Walls: None

(8) Display Pools / Fountains: None

(g) BUILDING SIZE

(1) Total Height: Approximately 123'-10 1/4" from Average Legal Grade to Main Roof (Roof above 10th Floor). The building is 155' 10" to the Top of Bulkhead.

(2) Crawl Spaces: None

(3) One (1) Cellar/No Sub-Cellar Space

(4) Number of Floors: Ten (10) (plus Cellar and Roof)

(5) Equipment rooms: They shall be located in the Cellar and include mechanical rooms used for building utilities including sprinkler, plumbing and electrical systems. Individual HVAC split-system condensers will be banked on the Main Roof. Elevator Machine Room is located above the existing fire stair bulkhead

(6) Parapet: Rooftop parapets shall be a min. of 42" high above finish roof at occupiable areas or be retrofitted with secure railings.

(h) STRUCTURAL SYSTEM

The building's structure is comprised of terra-cotta floors slabs supported on existing steel beams, girders and, steel/cast iron columns. The terracotta floor slabs support wood sleepers and cinder fill. A section at the rear of the second floor is constructed with existing wood joists supporting wood sub-flooring. The side-walk vault structure is reinforced concrete on a metal deck form supported by steel beams. The steel beams are bearing on the brick foundation walls that surround the vault.
Residential units do not have an impact insulation class rating less than 50 (IIC). (Assembly is steel framed with terracotta and ash slab infill; direct mounted dry wall ceiling and hardwood floors ¾")

The exterior of the building is unreinforced masonry brick walls. The steel frame does not support the exterior unreinforced masonry brick walls.

The cellar walls directly below the footprint of the building are concrete. The foundation walls at the rear of the building and at the sidewalk are brick masonry walls. The existing foundation system is unknown.

(1) Exterior of buildings:

(i) Walls:

All exterior walls are existing to remain and are original to the building. They consist of a structural steel superstructure with masonry/brick infill and finish. Metal furring channels with 2.5" batt insulation (R 7.5) and 5/8" gypsum board were installed at the interior side.

The remaining portion (New Storefront/Residential Entryway) will be window wall system consisting of aluminum thermal-break frames, fixed lite glass and casement windows with double-pane insulated glass units.

Commercial extension portion only - The side and rear façade shall consist of 8" concrete masonry units with 75% infill and #4 bar. Drylock waterproofing/finish.

New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this building. Every five (5) year cycle, the building must inspect and file a report on the facades. The current cycle applicable to the building is Cycle 10A and the next report is due February 21, 2025. The cost of retaining a Qualified Exterior

Wall Inspector to perform this inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future. Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Condominium Board will be responsible for maintaining the sidewalks in accordance with the requirements of the Department of Transportation.

All interior walls are non-combustible and non-bearing walls made of metal stud with 5/8" gypsum boards. Demising walls between apartments/corridors will be fire rated walls with two layers of 5/8" gypsum layers.

(ii) Replacement Windows

All windows that are to be replaced in existing openings and shall be aluminum, thermally broken frame casement windows, with metal clad exterior finishes. The glass portions are double-glazed, insulated units. Window wall-opening will be sealed with thermal insulation foam rod and waterproof silicone caulking.

All windows and doors are provided by 'Everest Manufacturing' or equivalent and Manufacturer is to guarantee that windows and window wall/storefront system will be free from defects in material, manufacturer shall provide a warranty for one (1) year from the date of purchase, workmanship and watertight for a period of one (1) year from the date of sign-off, limited to glass and one (1) year for product and components other than glass.

Lot-line windows exist starting at the 6th Floor and continuing above. Unit 6 contains five (5) lot-line windows. Unit 7 contains six (6) lot-line windows. Unit 8 contains six (6) lot-line windows. Unit 9 contains six (6) lot-line windows and Penthouse contains six (6) lot-line windows. All lot line window openings are existing to remain. Some existing lot line window openings were closed during construction with masonry infill concrete block CMU. No lot-line windows are being utilized for required air and light calculations.

The building is equipped with a fully automated sprinkler system. Windows are a combination of 1 hour rated glazing and/or sprinkler head protection directly above. Lot line windows in stairwell (where no work was conducted) are existing to remain. The stairwell is fully sprinklered.

Thermal breaks were applied are built-in neoprene barriers. This property is historical (not an individual landmark) and does not require full energy code compliance.

(iii) Landmarks

The building is not an individual Landmark as designated by the NYC Landmark Preservation Commission. Not applicable

(2) Parapets and Copings:

The Roof parapet is constructed of brick veneer over 8" CMU back up with vertical reinforcing bar and ladder type horizontal joint reinforcing with adjustable ties A 16" o.c. at front facade, EIFS system over 8" CMU back up with vertical reinforcing bar and ladder type horizontal joint reinforcing with adjustable ties A 16" o.c. at side and rear of Residential buildings. The Roof parapet over Commercial Space is constructed of EIFS system over 8" CMU back up with vertical reinforcing bar and ladder type horizontal joint reinforcing with adjustable ties A 16" o.c. The copings will be 4" thick precast cap stone, anchored to CMU wall with stainless steel strap anchor with split-tail and drive anchor.

(3) Chimneys and Caps:

Existing boiler is being removed and the chimney is being abandoned in place for the potential repurposing by the future Commercial tenant/unit owner fit-out. There are no Residential chimneys/flues in the proposed construction. The existing 14"Ø flue will be replaced with 18-gage double-wall welded steel ductwork.

(4) Balconies and Terraces:
A portion of the roof over the 10th Floor will be used as a private terrace for the 10th Floor Residential Unit, which is not allocated as Common and will not be realized in the Certificate of Occupancy.
The terrace floors are existing and consist of steel framed with terracotta and ash slab infill. New waterproofing/roofing material to be added and pedestal pavers. Roof to be pitched to existing drain locations. Existing drain to be replaced. Access is provided via the existing Egress Stair bulkhead. New metal stair added over existing water tank dunnage. All copings and parapets are masonry existing to remain.
Railings are made of galvanized steel. Vertical spindles less than 4" apart. No ladder effect.
There are no balconies in this building. Rooftop terrace contains a self-closing hollow metal door. There is no thermal break at the door. Doors were purchased from Build Stock. According to the GACO representative who provided the roof warranty, pavers do not void the roof warranty.

(5) Exterior Entrances:
(i) The Residential Lobby and Vestibule exterior doors shall be made of aluminum frame and insulated glass by 'Everest' or equivalent and have a min. one (1) year manufacturer's warranty. The locking mechanism shall be commercial keyed entry lock with electronic strike. In compliance with NYC Dept. of Building regulations, the exterior entrance is compliant with ADA requirements. Entrances to the Retail Unit are aluminum storefront type door with full vision tempered glass panel. Exterior doors at stairwell and roof access doors are painted flush panel hollow 1 3/4" thick door with hollow metal frame.

(ii) Mailbox: US Postal Service approved type mailboxes are located near elevator in the Residential Lobby. Mailboxes are manufactured by Auth-Florence (or equal) and are to be brushed aluminum finish.

(iii) Lighting: Lighting in front of building shall be (1) 15 watt LED downlight sconce above the building entrance. See section (q) for specification.

(iv) The area in front of the entrance shall be sloped away from the building for drainage. See Builder's Pavement Plan.

(6) Service Entrances:
(i) Not applicable

(7) Roof and roof structures
(i) Roof: There is a Roof over the 10th Floor and Elevator Machine Room/Bulkhead. The Roof will be used for Private Recreation space to the 10th Floor Residential Unit as well as Mechanical space common to all Residential Units and the Retail Unit. There is a Roof over the 1st Floor. GACO manufactured the roof. Model type GACOFLEX S4200
(a) Material; 3 ply modified bitumen roof system
(b) Insulation; Min. 4" tapered rigid insulation board (r-20 c.i.)-Roof insulation entirely above deck in climate zone 4a as per Section ECC 502 Table 502.2(1)
(c) Surface finish; Concrete paver (or equal) with pedestal system for private Roof terraces, Stone ballasts for Mechanical Roof Space.
(d) Roof Warranty: Roof will have a ten (10) year manufacturer's warranty for materials from the date of purchase and one (1) year on labor from the date of TCO. The 10 year manufacturer warranty will be for materials and labor and is issued by GACO/Sanchez Contractor Corp with a commencement date of October 23, 2024. According to the GACO representative who provided the roof warranty, the pavers do not void the roof warranty.
(e) Flashing material around the perimeter of the building shall be aluminum.

(f) Note the warranty issued by GACO will be for materials

(ii) Drains:

(a) The controlled flow roof drains with overflow drains shall be provided for storm water at Roof over 10th Floor. The storm drainage system will be a gravity type that is connected to public street combination storm/sewer. Storm piping will be cast iron. The new four (4) floor drains (FD) are in the water heater room, water pump room, fire pump room, common storage in Cellar. The body material of drains (FD) is cast iron.
The new one (1) funnel drain (FFD) is in the water pump room in Cellar. The body material of the funnel drain (FFD) is cast iron.
The one (1) area drain (AD) is outside of the building. The body material of area drain (AD) is cast iron.
The 4" secondary roof drain (ORD) is located on the main roof near the existing 4" roof drain.
The 4" secondary roof drain (ORD) is connected to existing storm line.
The body material of secondary roof drain (ORD) is cast iron.

(b) Gutter and leaders: Not Applicable

(iii) Skylights:

(a) There are two (2) fixed new metal framed fire rated skylights being installed at the rear in the Roof over 1st Floor commercial space. Skylights are by Everest or equal. Both (2) skylights are rectangular 30"x60" with 2 glazing panes 7/8". Manufacturer Everest custom skylights. There is no thermal break. Skylights have a U-value of 1.4. As per the ASTM E1300-16 calculations conducted by the manufacturer, the load resistance for short duration (3 seconds) was 138 psf, and the load resistance for long duration (30 days) was 59.8 psf. Warranty for window aluminum frames: Ten year guarantee on materials and fabrication, including finish on aluminum and on glass and glazing.

(iv) Bulkheads

(a) All Bulkheads are of masonry construction and are existing to remain.

(b) Bulkheads and Roof parapets are to be sealed/painted with exterior grade coating in a manner not to disturb the existing/underlying finish.

(c) Elevator machine room is located in the same Bulkhead structure above the egress stair and shall be treated in the same manner.

(v) Metal work at Roof Level

(a) Exterior metal stair being proposed in order to access front area of Roof level over existing steel dunnage to remain.
(b) Vertical service ladder to be steel painted black. Gooseneck and exhaust vents shall be stainless steel or metal respectively.
(c) All railings provided at Roof level to be 42" minimum above the finished paving system in occupiable areas
(d) No hatches to Roof proposed
(e) Roof flashing material around the perimeter of the building shall be stainless steel.

(vi) No rooftop antennae, cell phone towers, satellite dishes, lighting protection equipment are proposed. Roof pavers at terrace (LCE) are 12”x12” concrete pedestal pavers system which is appropriate for daily foot traffic. Rooftop access is compliance with the 2014 NYC Fire code section FC 504.4 (Rooftop Access).

(8) Fire Escapes:

Existing fire escape at rear façade to be refinished/painted. Termination of fire escape at the rear of the building will connect via a fixed ladder to a rated egress corridor at the Cellar and terminate at the common Lobby. Fire escapes are accessed via bedroom windows at South side of building. Fire escape is existing to remain with existing bolts through masonry façade. Fire escape is accessible from 2nd through 9th floors. There is no drop ladder. There is a fixed metal safety ladder from Cellar to 1st floor roof. Painted metal finish. Date of last painting of fire escape is unknown.

(9) Yards and Courts:

Front Yard – None

Rear Yard – 6.7’ and 7.7’ (Existing rear yard/no change)

Walls; None

(10) Interior stairs:

(i) There is one (1) existing interior egress non-combustible metal stair for the building servicing units from 1st Floor to the Main Roof. Egress stair is sprinklered and contains fire hoses. Cellar has one (1) existing separate egress non-combustible metal stair. Both stairs are connected to the street via the common Lobby on 1st Floor. Both stairs have metal stringers, non-combustible stone treads and metal risers.

(ii) The stair enclosures will be constructed of 2hr fire rated gypsum board wall assembly and/or the existing non-combustible exterior wall assembly and will be painted.

(iii) Existing stairs have steel panning and stringers.

(iv) Painted steel tube handrails and vertical pickets no more than 4" apart will be provided where necessary.

(v) Guard rails shall be painted steel and/or metal framed drywall.

(11) Interior Door and Frames

(i) The entrance door to each Residential unit will be 1 3/4" thick FPSC 1 1/2 hour fire rated hollow metal, STC 35, with hollow metal frame with non-combustible stone saddle. Interior doors within the Residential unit will be 1 1/4" thick solid core wood door with wood frame.

(ii) All corridor doors and frame will be painted flush-panel hollow metal, 1 3/4" thick FPSC 1 1/2 hour fire rated doors.

(iii) Egress Stair doors and frame will be painted flush-panel hollow metal, 1 3/4" thick FPSC 1 1/2 hour fire rated doors with stone saddle

(iv) All Roof and Cellar doors and frame will be painted flush-panel hollow metal, 1 3/4" thick FPSC 1 1/2 hour fire rated doors.

(12) Elevator (Existing - no change):

The elevators have land at the stair landings and are separated from the living spaces by 1 ½ hour fire proof self closing doors. There are no zero clearance vestibules in this building.

i. Number of Passenger Elevators: One (1) passenger elevators

ii. Manufacturer and Capacity: Equipment Hollister-Whitney Elevator Corp. (ESI Controller and GAL Doors), 1000lbs, based on 180lbs per person average, number of passengers is 3.

iii. Type of Operation: Passenger, Fireman service access key and floor indicator on 1st floor

iv. Automatic: VVVF AC

v. Floors Served: 10 floors and the Cellar (Roof is not served by existing elevator)

vi. Type: Overhead geared

vii. Doors: Automatic, single speed center opening

viii. Location of Control Room: Roof bulkhead

ix. DC Motors: None

x. AC Motor-Generator Set: None

xi. Other: AC motor by Marathon

(13) Elevator Cabs

i. Manufacturer: CEC Elevator Cab Company

ii. Floor: Ceramic tile

iii. Walls: Front wall - Brushed stainless steel panel

Rear wall – Brushed stainless steel panel

Side walls – Brushed stainless steel panel

iv. Ceiling: Brushed stainless steel panel

v. Lighting: Recessed and concealed LED lighting

vi. Entrance @ Lobby: Painted metal doors

vii. Entrance @ Upper Floors and Cellar: Painted metal doors

viii. Alarm Safety: Alarm bell and Emergency call button as per New York City Elevator code.

An alarm button rings bell in shaft. The bell shall be connected to power supply with battery backup.

(i) Auxiliary Facilities

(1) Laundry Rooms:

(i) Each Residential Unit has a laundry unit. Unit is Electrolux/Model # EIFLS20QSW/Stack Kit 24/ EIED200QSW ventless washer/dryer or equal.

(ii) Electric ventless dryers to be present in each Residential Unit

(2) Refuse Disposal
  (i) Incinerator: Not applicable
  (ii) Compactor: Not applicable
    a. Chute: Not applicable
  (iii) Approvals: Not Applicable
  (iv) None
  (v) Residential refuse shall be held in receptacles at the Cellar and then taken out of the building by management. Collections at the sidewalk are by the Department of Sanitation of the City of New York. There is 50 square feet of refuse and recyclable storage at cellar for residential accommodation which complies with NYC BC 1213.1 and MDL. There is no trash chute, compactor or incinerator in the building. There are less than 12 dwelling units therefore compactor not required.

(3) Package Rooms:
  (i) Not applicable

(4) Storage Rooms:
  (i) Storage Room with (8) Storage Units compartments in Cellar. Each of those eight (8) Storage Units will be separated by steel frame cage with 2"x2", 81% open wire mesh and provided with one door lockable by the unit owner. Each cage shall be minimum 8' high above finished floor.
  (ii) A ninth Storage Unit is located off the fire corridor in the Cellar

(5) Bicycle Rooms:
  (i) Not applicable

(j) Plumbing and Drainage:

1. Water Supply:

a) There is an existing three (3)-inch domestic water service & a four (4)-inch fire protection water service, each has it's own water meter. After the water meter assembly and DEP code required back flow preventer device – accessible from the Retail Unit, 1st Floor. Water is pumped from a duplex mini booster system to all plumbing fixtures and equipment in the building from the cellar to the roof. Main shut off valve will be located in the Water Pump Room in the cellar.

b). Water Piping:

1). Service piping - AWWA ductile iron class 52 and 104.

2) Above ground – Copper type "L" ASTM B-88.

c). Insulation of water piping:

All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required by Building Code. Cover all hot water pipe and all cold-water pipe with Manville micro-lok AP-T plus fiberglass insulation. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers or approved equal. Thickness of insulation shall be Energy Code compliant as it shown on contract plans.

2. Fire Protection System:

a) The 4" sprinkler water supply with DEP approved double check detector valve for the Sprinkler system. Main flow control valve / switch is located in the Fire Pump Room. The 3" sprinkler riser located inside the shaft and 4"

Standpipe riser is located within the stairs. Sprinkler system will be as per New York City Building Code. All Residential Units (except bathrooms and closets), all common spaces, and below grade spaces are to be fully sprinkler protected.

b) Riser of 4" and 6" shall be black steel pipe, schedule 40 with Victaulic couplings or equal and fittings located in stair core. Sprinkler mains of 2-1/2" or larger to be Schedule 10 steel pipe, all others to be schedule 40 steel pipes. Drain risers are to be galv. Schedule 40 pipe.
Location: Stair core or other suitable location.

c) Sprinkler Head: UL and MEA approved quick response, pendant, upright, concealed and sidewall sprinkler heads.
Location: Provided throughout the Building. Entire Building is protected by sprinklers, except in areas not required to be sprinklered by Code.

d) Siamese connection: located as per NYC Building Department requirements at the 1st floor facade. The finish to be Polished Bronze or Brass with caps painted green.

e) A 400 GPM sprinkler booster pump 15 HP, 3500 RPM, 40 PSI, Pentair Fairbanks Model 1591CF, Vertical in-line fire pump UL with pump controller or approved equal is provided for the sprinkler/standpipe system.

f) Jockey pump – A 10 GPM jockey pump 3/4 HP, 3500 RPM, 50 PSI, Grundfos Model CR1-7, with pump controller or approved equal.

3. Water Storage Tank: The existing 7,500 gallons fire water storage tank on the Roof to remain in service.

4. Water Pressure:

a) The building from the cellar and above is furnished with separate duplex booster system to feed one zones of water supply for entire building. The booster pumps system will be a lead/lag duplex water booster pump sized at 55 GPM, 173 ft. head, 5 HP. Pump will be manufactured by PRIMEFLOW or an alternate acceptable manufacturer.

b) The Hydrant flow test provided by NYC DEP dated 09/28/2022 indicates a static pressure of 48 PSI with a residual pressure of 47 PSI with 750 GPM flowing.

c) Hose bibs and trap primers in the common areas of the cellar level will operate on street pressure.

d) The domestic water pressure within the apartments will be maintained by the street pressure between approximately 80 PSI max at the first floor and 33 PSI min at the roof.

e) Maximum pressure at any fixture will be less than 83 PSI as required by NYC code.

f) All domestic water piping including cold and hot water return shall be copper, insulated and sized as required by Code. Cover all hot water pipe and all cold-water pipe with Manville micro-lok AP-T plus fiberglass insulation with thickness as specified on contract drawings. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers or approved equal.

g) Pipe sizing and installation to be as per New York City Building Code.

5. Building Sanitary Sewage system

a) Sewer piping materials shall be E.H.C.I. pipe hub & spigot ASTM 74; existing sanitary waste gravity discharge to street combined sewer.

b) Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.

c) Sewer will be discharge into New York City sewer system.

6. Permits Required:

a) DEP approval and permit are required for new Domestic water and Fire services backflow preventer device including required filing of GEN 236 and 215B forms. The backflow prevention application was approved by DEP on 02.24.2023, approval #23094681.

b) Building site connection for combined sanitary and storm sewer into NYC central sewer system is existing to remain.

7. Storm drainage system:

a) Existing storm drainage system to remain.

b) Storm drainage is collected via existing roof and terrace drains and discharged to the combined sewer and into the street main. There are two (2) existing roof drains on the main roof.

(k) Heating Systems:

1. The heating system is designed to maintain an indoor temperature of 68° F indoors when outside temperature is -4° F.

2. Heating, ventilation and refrigeration of the commercial space will be developed by its specific owner or user based on the specific commercial needs at a future time.

3. Heating for Residential Units will be provided by an HVAC system with ducted Electrical split heat pumps in bathrooms, manufactured by Lennox or approved equal, see Appendix for apartment designation. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local programmable thermostat for each Air Handler (indoor) unit. The thermostat will maintain space temperature based on time-of-day settings. There will have filter bank installed on return. Air Ducts will be insulated with 1" of felt insulation within the ducts and 1 ½" externally.

4. Domestic hot water for all apartments is provided by (2) two gas fired water heaters with 60 gallons capacity, 120,000 BTU/hr, 138 GPH @100Degree F Rise, 95% Thermal Efficiency each. Hot water heaters located on cellar. HWH's will be manufactured by A.O. SMITH with model # BTH-120(A) or approved equal.
Warranty is provided by A.O. Smith:
   - Limited Tank Warranty Term: 3 Years;
   - Limited Parts Warranty Term: 1 Years.

   The system will have circulation pumps and hot water return piping to maintain the temperature of the hot water circulated to fixtures as per NYC code. There is no instant hot water system in the residential units.

5. Air Handler units: See Air conditioning tabulation in Appendix for equipment schedule.
   i. Heating for residential units will be provided by ducted Electrical split heat pumps with condensing units located on the roof.
   ii. Heating for utility & meter room, common hallways and common stair hall will be provided with electrical

baseboard heaters.

iii. Heating for bathrooms located at perimeter wall & underneath roof will be provided with the electric mat.

6. Hot Water and refrigerant water piping are Type K, Type L, copper for sizes less than 3" and schedule 40 steel for sizes 3" and above.

7. Ductwork, Hot and Cold Water, Refrigerant Piping insulation has an R-value as specified on mechanical and plumbing drawings and in compliance with NYC Energy Conservation Code.

8. Valves are rated for the temperatures and pressures of the system they serve.

9. Warranty is provided by Lennox, which warrants all parts of this heating or air-conditioning unit, including outdoor model VPB036H4M-3P (DUCTED), VPB048H4M-3P (DUCTED) and indoor model #'s VMDB007H4-3P, VMDB009H4-3P, V33B018H4-3P, VMDB030H4-3P, MWMC012S4-1P. This warranty covers defects in materials and workmanship that appear under normal use and maintenance.
    a. Warranty coverage begins on the "installation date." The installation date is one of two dates: (1) the installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate or (2) if the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date.
    b. The warranty lasts for a period up to 10 years if the following conditions are satisfied:
        i. Vacuum drying at commissioning per Lennox's instructions.
        ii. All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
        iii. Pressure checking the pipework per Lennox's guidelines to ensure no leaks.
        iv. Correct refrigerant charge was weighed in at time of commissioning.
        v. Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
        vi. Installation of equipment and pipe-work was completed as per Lennox's instructions.
        vii. Equipment was operating within Lennox's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.
        viii. Lennox will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Lennox's only responsibility under this warranty.

(l) Gas Supply:

Natural gas metered service is supplied by Con Edison. One (1) common gas meter will be provided in the building for all residential gas Ranges and for the two (2) hot water heaters serving the Residential Units.

Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

(m) Air Conditioning:

1. The air conditioning system shall maintain 78-degree Fahrenheit when outdoor air temperature is 89 degree Fahrenheit (2022 NYC BC, SECT 1204). A year-round heating and cooling system consisting of Mitsubishi split type heat pump system with condenser units on the roof for each residential apartment unit. The apartment air

handlers have ducted & non-ducted air distribution inside apartments. Refrigerant water pipes will be constructed of copper and insulated. Piping will consist of a 2-pipe system. Units inside the apartments will have the ability to either provide heating or cooling, but cannot provide heating and cooling at the same time. Each electric heat pump unit will be provided with its own programming heating and cooling thermostat and function per the sequence of operation outlined. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions. All exterior metals, including fasteners, must be corrosion resistant.

2. Common stairs will not be cooled.

3. All ductwork running in unconditioned areas shall be insulated with R-6 fiberglass insulation. All refrigerant piping shall be insulated with Armaflex insulation with protective tape all around in accordance with NYC Energy Conservation Code see table in the Appendix. All mechanical equipment on the roof shall be provided with vibration isolators and flexible connection & be elevated 18" above finish floor to prevent snow accumulation and mounted on the curb or dunnage attached to building structure.
4. The commercial unit will not be cooled. Cooling, ventilation and refrigeration of the commercial space will be developed by its specific owner or user based on the specific commercial needs at a future date.

(n) Ventilation:

1. Bathrooms are provided with exhaust at the NYC code required intermittent rate of 30 CFM per toilet and 50 CFM per toilet. The main vertical exhaust risers exhaust air via the main roof mounted main exhaust fans. All main roof fans will have duct mounted static pressure sensor with VFD drive on each exhaust fan.

2. All kitchens are provided with exhaust at the NYC code required intermittent rate of 40 CFM per kitchen. The main vertical exhaust risers exhaust air via the main roof mounted main exhaust fans. All main roof fans will have duct mounted static pressure sensor with VFD drive on each exhaust fan.

3. Residential Units are also ventilated via operable windows.

4. Residential Units are provided with vent-less electric clothes dryers in apartments' laundry closets.

5. Stairs are not ventilated.

6. All utility rooms in the Cellar are provided with adequate ventilation to comply with NYC Mechanical Code. Utility rooms provided with venting/exhaust system.

7. All noise emission rating for mechanical ventilation is within the industry standards and specified on mechanical plans on M-501.

Outdoor Lennox Unit Details

OUTDOOR UNIT									EFFICIENCY	
UNITS	MOD.# TONS	COOLING CAPACITY (MBTU/H)	HEATING CAPACITY (MBTU/H)	UNIT SUPPLY VOLTAGE	CURRENT MCA/MOP (AMPS)	WEIGHT (LBS)	SOUND PRESSURE (H) (dB(A))	INDOOR UNITS COMBINATION	COOLING SEER/EER (BTU/H/KW)	HEATING HSPF/COP
CU-LOB	VPB036H4M-3P	3(17.992)	20.99	208-230/1/60	36/40	229	61	DUCTED	17.8/11.9	10.4/-
CU-2	VPB048H4M-3P	4(45.479)	51.891	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-3	VPB048H4M-3P	4(45.479)	51.955	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-4	VPB048H4M-3P	4(45.479)	52.020	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-5	VPB048H4M-3P	4(45.479)	51.975	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-6	VPB048H4M-3P	4(45.479)	52.019	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-7	VPB048H4M-3P	4(45.479)	52.164	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-8	VPB048H4M-3P	4(45.479)	52.210	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-9	VPB048H4M-3P	4(45.479)	52.270	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-10	VPB048H4M-3P	4(45.479)	52.270	208-230/1/60	38/40	229	62	DUCTED	17.8/10.4	10.5/-
CU-EMR	MPC012S4S-1P	1(12.0)	-	208-230/1/60	13/15	69	53.5	NON-DUCTED	24.6/13.7	10.7/-

Indoor Lennox Unit Details

INDOOR UNIT									
UNIT No.	MOD.#	COOLING CAPACITY (BTU/H)	HEATING CAPACITY (BTU/H)	AIR FLOW (CFM)	UNIT SUPPLY VOLTAGE	MCA/MOCP	WEIGHT (LBS)	SOUND	REFRIGERANT
AH-LOB	V33B018H4-3P	17,992	20,990	600	208/230/1/60	1.1/15	69	46/43/38	R-410A
AH-2.1	VMDB030H4-3P	29,986	33,352	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-2.2	VMDB009H4-3P	8,496	10,692	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-2.3	VMDB007H4-3P	6,997	7,847	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-3.1	VMDB030H4-3P	29,986	33,393	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-3.2	VMDB009H4-3P	8,496	10,705	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-3.3	VMDB007H4-3P	6,997	7,857	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-4.1	VMDB030H4-3P	29,986	33,434	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-4.2	VMDB009H4-3P	8,496	10,719	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-4.3	VMDB007H4-3P	6,997	7,867	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-5.1	VMDB030H4-3P	29,986	33,405	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-5.2	VMDB009H4-3P	8,496	10,709	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-5.3	VMDB007H4-3P	6,997	7,860	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-6.1	VMDB030H4-3P	29,986	33,434	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-6.2	VMDB009H4-3P	8,496	10,719	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-6.3	VMDB007H4-3P	6,997	7,867	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-7.1	VMDB030H4-3P	29,986	33,527	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-7.2	VMDB009H4-3P	8,496	10,748	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-7.3	VMDB007H4-3P	6,997	7,889	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-8.1	VMDB030H4-3P	29,986	33,556	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-8.2	VMDB009H4-3P	8,496	10,758	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-8.3	VMDB007H4-3P	6,997	7,896	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-9.1	VMDB030H4-3P	29,986	33,595	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-9.2	VMDB009H4-3P	8,496	10,770	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-9.3	VMDB007H4-3P	6,997	7,905	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-10.1	VMDB030H4-3P	29,986	33,595	1,000	208/230/1/60	5.0/15	124	44/40/37	R-410A
AH-10.2	VMDB009H4-3P	8,496	10,770	300	208/230/1/60	1.25/15	50.7	34/32/30	R-410A
AH-10.3	VMDB007H4-3P	6,997	7,905	200	208/230/1/60	1.25/15	50.7	33/32/32	R-410A
AH-EMR	MWMC012S4-1P	12,000	–	230			29	33.5	R-410A

VIBRATION ISOLATION METHODS (OR EQUAL)

EQUIPMENT TYPE	ISOLATOR TYPE	MODEL (MASON IND.)	DEFLECTION
HEAT PUMPS	SPRING HANGER	30N	1 INCH
ERVS, RTUS	RESTRAINED SPRING	SLR	2 INCH
INLINE FANS	SPRING HANGER	30N	1 INCH
	FREESTANDING SPRING	SLF	1 INCH
UPBLAST FANS	MANUFACTURER-PROVIDED RESILIENT CURB	–	1 INCH
HEAT EXCHANGERS	FREESTANDING SPRING	SLF	1 INCH
BOILERS	RESTRAINED SPRING	SLR	1 INCH
PUMPS (INCLUDING FIRE PUMPS,IF TESTED)	RESTRAINED SPRING IF ONE INERTIA BASE OR SPRING HANGER IF ON TRAPEZE	SLR+BASE[1] 30N	2 INCH
PIPING[2]	SPRING HANGER	30N	1 INCH
ANCHORS/GUIDES	PIPE RISER RESILIENT MOUNT	ADA	1/8 INCH

1. INERTIA BASE DEPTH WILL BE A FUNCTION OF THE HP OUTPUT FOR EACH PUMP. FOR PUMPS BETWEEN 5 AND 20 HP, A 6" THICK CONCRETE CURB SHOULD BE USED, 8" FOR 20 TO 50 HP, 10" FOR 50 TO 100HP. AN INERTIA BASE WILL NOT BE NECESSARY FOR PUMPS SMALLER THAN 5 HP.
2. PIPING SHALL BE ISOLATED FOR A MINIMUM DISTANCE OF 50'-0" FROM EQUIPMENT OR 100 PIPE DIAMETERS,WHICHEVER IS GREATER, AND WITHIN RISER SHAFTS.

AIR DEVICE SCHEDULE (TITUS)

MARK	MODEL	CFM RANGE	NECK SIZE	FACE AREA	REMARKS
SUPPLY REGISTER	300FL	0–250	12" X 6"	–	1
EXHAUST/ TRANSFER GRILLE	350FL	VARIES	VARIES	–	3
TOILET EXHAUST GRILLE	350FL	0–100	8" x 8"	–	1
RETURN GRILLE	350FL	0–400	10" X 10"	12" x 12"	4
RETURN GRILLE	TDC–AA	0–1500	18" X 18"	24" X 24"	4

NOTES:
1. PROVIDE WITH OPPOSED BLADE DAMPER.
2. OUTLETS LOCATED IN SHEET ROCK CEILING SHALL BE INSTALLED IN TRM RAPID MOUNT FRAME AND SHALL BE USED AS ACCESS DOORS FOR AIR BALANCING AND EQUIPMENT ACCESS.
3. FOR AIR DEVICE NECK SIZES SEE FLOOR PLANS.
4. BORDER TYPE 3 (LAY-IN).

NEPTRONIC FINNED TUBULAR ELECTRIC DUCT HEATER

DEH 1 SINGLE PHASE 120V, 0.3 kW

DEH 2 THREE PHASES 208V, 6.2 kW

DEH 3 SINGLE PHASE 120V, 0.5 kW

IDHC AUTOMATIC LIMIT SWITCH FOR PRIMARY OVER TEMPERATURE PROTECTION. FAN INTERLOCK. GROUND LUGS. THERMOSTAT SET UP FOR START UP – 34F. ACCOMMODATE FOR DUCT. CONTROLS – PNEUMATIC. THERMOSTAT – DUCT.

DECORATIVE SILL- HEIGHT CONVECTORS HEATER BASED DESIGN ON Q-MARK

BBH-1 MODEL CSH-07A 3 FT. LENGTH, TWO ELEMENT, 208V, 1PH, 1,125 kW, 3,840BTU/HR 375 WATTS/FT, 5.4 AMPS

BBH-2 MODEL CSH-07A 3 FT. LENGTH, THREE ELEMENT, 208V, 1PH, 2,250 kW, 7,680 BTU/HR 750 WATTS/FT, 10.8 AMPS.

NOTES: COLOR SELECTED BY ARCHITECT. PROVIDE HEATERS WITH DISCONNECT SWITCH & BUILT-IN THERMOSTAT.

FAN SCHEDULE

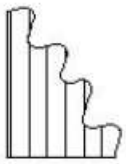
FAN NO.		UX-1	KX-1	TX-1	IF-1
LOCATION		BULKHEAD	ROOF	BULKHEAD	1ST FL
TYPE		CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	INLINE
FAN DATA	CFM	100	360	640	50
	STATIC PRESS (IN WG)	0.4	0.75	0.75	0.3
	ARRANGEMENT, DRIVE TYPE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE	DIRECT DRIVE
	FAN SPEED (RPM)	1,027	1,411	1,405	1,371
MOTOR DATA	MOTOR SPEED (RPM)	1,750	1,750	1,750	1,750
	MOTOR HP	1/4	1/4	1/4	1/15
	BHP	0.02	0.1	0.14	0.02
	V/PH/HZ	115/1/60	115/1/60	115/1/60	115/1/60
SONES		3.8	7.8	6.6	2.7
EFFICIENCY		85%	85%	85%	85%
APPROX. OPERATING WEIGHT, LBS		38	38	38	30
MANUFACTURER		GREENHECK	GREENHECK	GREENHECK	GREENHECK
MODEL NO.		G-097-VG	G-098-VG	G-100-VG	SQ-70-VG

REMARKS:

1. PROVIDE MOTORIZED/GRAVITY DAMPER FOR EXHAUST FAN.
2. ALL FANS SHALL BE EQUIPPED WITH SPEED CONTROLLER.
3. ALL EXHAUST FAN SHALL BE CONTROLLED BY TIME CLOCK.
4. FANS WITH "VARI-GREEN" MOTOR PROVIDE COMPLETE PACKAGE WITH GREENVENT SYSTEM FOR CONSTANT PRESSURE CONTROLS INCLUDING A FAN WITH VARI-GREEN MOTOR, PRESSURE TAP, PRESSURE TRANSDUCER, AND CONTROL BOX. INSTALL SENSOR/TRANSDUCER AT FIRST FLOOR LEVEL.

ELECTRIC MAT

SunTouch
WARMING SYSTEM
COVERAGE AREA: 40 SQ.FT.
VOLTAGE: 120 VOLTS
TOTAL AMPS: 4.0
TOTAL WATTS: 480
HEAT OUTPUT: 12 WATTS/SQ.FT.
UL LISTED FOR U.S. UL 1693
FLOORING SHOULD NOT BE THICKER THAN 1.25"



THERMOSTAT DETAILS: HONEYWELL/AUBE DIGITAL FLOOR SENSING THERMOSTAT WITH FLOOR SENSOR WIRE (MOD.TH115-AF-120S) 7 DAY PROGRAMMABLE

THERMAL BARRIER INSULATION MATERIAL WITH R5 VALUE INSULATED BENEATH THE ELECTRICAL MATT TO COMPLY WITH MC.1209.5

TOILET ELECTRIC HEATER SCHEDULE

UNIT NO.	TEH-1
TOTAL HEATERS	SEE PLANS
SERVICE	SEE PLANS
LOCATION	SEE PLANS
BTU/HR	3,413
WATTS	1000/500
AMPS	8.3/4.2
VOLTAGE	120/1/60
DIMENSIONS	9 3/4"Wx12 3/8"Hx3 15/16"D
MANUFACTURER	STELPRO
MODEL	ASSO1001WCW

REMARKS:

1. DO NOT INSTALL UNIT WHERE AIR FLOW MAY BE OBSTRUCTED. WHERE WALL RESTRICTIONS EXIST, MOUNT UNIT HIGH ON WALL AND PROVIDE REMOTE WALL THERMOSTAT LOCATES AS PER ARCHITECT'S DIRECTION.
2. THERMOSTAT MODEL # 5T402PFF

THERMOSTAT

① MITSUBISHI REMOTE CONTROLLER
MODEL: PAR-33MAA-J

T (SAME MODEL)
ALL PUBLICLY ACCESSIBLE THERMOSTATS SHALL BE PROTECTED BY PLASTIC COVER/BOX AND BE LOCKABLE, TO ALLOW ACCESS BY MAINTENANCE PERSONAL ONLY.

ELEVATOR CABINE FAN & LIGHTING SCHEDULE

ELEVATOR CABINE LIGHTENING	ELEVATOR FIXTURES WATT	LUMEN PER FIXTURE	ALLOWED LUMENS	PROPOSED LUMENS	CODE REFERENCE	ECC CODE COMPLIANCE
	4x15W=60W	1,400 Lm	min 35 Lm/W	94 Lm/W	C405.8.1	YES
ELEVATOR CABINE FAN	FAN DATA		ALLOWED W/CFM			
	1/12HP=62.2W, SPEED 255 CFM	–	0.33 W/CFM	0.24 W/CFM	C405.8.1	YES

NOTE:
CONTRACTOR TO PROVIDE CONTROL TO DEENERGIZE FAN & CABINE LIGHTING WHEN ELEVATOR IS STOPPED, UNOCCUPIED & WITH DOORS CLOSED FOR OVER 15 MINUTES.

MINIMUM PIPE INSULATION THICKNESS (WATER)

	FLUID OPERATING TEMPERATURE RANGE AND USAGE		INSULATION CONDUCTIVITY		NOMINAL PIPE OR TUBE SIZE(INCHES)				
			CONDUCTIVITY BTU·IN./(HFT·FT²·°F)[b]	MEAN RATING TEMPERATURE, °F	<1	1 TO <1 ½	1 ½ TO <4	4 TO <8	≥8
HW	105–140		0.21–0.28	100	1.0	1.0	1.5	1.5	1.5
CW	40–60		0.21–0.27	75	0.5	0.5	1.0	1.0	1.0
REFRIGERANT	HEATING	141–200	0.75–0.29	100	1.5	1.5	2.0	2.0	2.0
	COOLING	<40	0.20–0.26	50	0.5	1.0	1.0	1.0	1.5

a) FOR PIPING SMALLER THAN 1½ INCHES AND LOCATED IN PARTITIONS WITHIN CONDITIONED SPACES, REDUCTION OF THESE THICKNESS BY 1 INCH SHALL BE PERMITTED (BEFORE THICKNESS ADJUSTMENT REQUIRED IN FOOTNOTE b) BUT NOT TO A THICKNESS LESS THAN 1 INCH.
b) FOR INSULATION OUTSIDE THE STATED CONDUCTIVITY RANGE, THE MINIMUM THICKNESS (T) SHALL BE DETERMINED AS FOLLOWS: $T=R\{(1+t/r)^{K/k}-1\}$

T = MINIMUM INSULATION THICKNESS
r = ACTUAL OUTSIDE RADIUS OF PIPE
t = INSULATION THICKNESS LISTED IN THE TABLE FOR APPLICABLE FLUID TEMPERATURE AND PIPE SIZE
K = CONDUCTIVITY OF ALTERNATE MATERIAL AT MEAN RATING TEMPERATURE INDICATED FOR APPLICABLE FLUID TEMPERATURE BTU·IN./(HFT·FT²·°F), AND
k = THE UPPER VALUE OF THE CONDUCTIVITY RANGE LISTED IN THE TABLE FOR THE APPLICABLE FLUID TEMPERATURE.
R-VALUE=1/k, THE INVERSE VALUE OF THE CONDUCTIVITY RANGE LISTED IN THE TABLE FOR THE APPLICABLE FLUID TEMPERATURE.

c) CONTRACTOR SHALL USE WORSE CASE INSULATION (REFRIGERANT HEATING CYCLE) FOR HEAT PUMP INSTALLATION

CEILING MOUNTED FAN UNITS SCHEDULE (PANASONIC)

No	MOD.#	AIR FLOW (CFM)	STATIC PRESSURE	RPM	VOLT	MAX CURRENT AMPS	WATT	SONES	WEIGHT LBS.	MANUFACTURER	INTERLOCK
TEF-1	FV-0511VQ1	50	0.1"	756	120	0.27	4.0	<0.3	9.3	PANASONIC	TE

PUMPS' SCHEDULE

PUMP CO	ABBREV.
FEDERAL PUMPS Co.	FED
BELL & GOSSET	B&G
STANDOR	ST
SICO SYSTEM CONTROL	SICO

DESIGNATION		NO. OF SETS REQUIRED	G.P.M. OR C.F.M.(EACH)	T.D.H. (FEET HEAD)	MODEL NO.	MECH. SEAL	STAGES	VERT. SPLIT	HORIZ. SPLIT	WORKING PRESS.	H.P.	R.P.M.	VOLTS	PHASE	CYCLE	MANUAL CONTROL	STARTING STEPS	AUTO CONTROL	PILOT LIGHT	PRESSURE GAUGE RANGE	CONTROL CENTER	EMERGENCY POWER	SUBMERSIBLE PUMPS	OIL MINDER	CUSHION TANK 86GAL
WB-1	DUPLEX DOMESTIC BOOSTER SYSTEMS (CELLAR)	1	55	173	PRIMEFLOW MODEL #CR10-6	–	–	–	–	–	5	3500	208	3	60	–	–	–	–	X	X	X	–	–	X
FP-1	DUPLEX TANK FILL PUMP SYSTEM (CELLAR)	1	45	190	PRIMEFLOW MODEL #CR10-5	–	–	–	–	–	5	3500	208	3	60	–	–	–	–	X	X	X	–	–	–
SP-1	SUMP PUMP (ELEVATOR PITS)	1	45	20	SE50 (ST)	–	–	–	–	–	1/2	3600	115	1	60	–	–	–	–	–	–	–	X	X	–

* OR EQUAL

(2) HWH-1 GAS FIRED WATER HEATER

A.O. SMITH, CYCLONE MXI MOD# BTH-120(A), 80 GAL CAPACITY, 120,000 BTU/HR, 138 GPH @100°F RISE, 95% THERMAL EFFICIENCY

P-1,P-2 RECIRCULATING PUMPS:

B & G BRONZE BOOSTER PUMP PUMP MOD. # HD3, 20 GPM, 18 Ft HEAD, 1/3 H.P., 115V, 60Hz.

INSTANTANEOUS ELECTRIC HWH

EEMAX, MOD#SPEX55T-ML, 4.125KW, 208V, 1PH, 0.98EF, UNDER LAVATORY

(o) Electrical System:

1. Electrical System: Electrical service will be provided into cellar level main electrical room. Service from Con Edison shall be sized as per building's electrical loads in accordance with the New York City Electrical Code. Service to the building is existing, 120/208 volt, 3-phases and distributed to individual Residential Units, the Retail Unit and base Building electrical systems via power and lighting panels. Dedicated service and electrical equipment for individual Residential Units and base Building distribution systems are sized based on their respective loads. All feeders are sized based on NYC Electrical Code & will be copper. The wire sizes as per electrical drawing considering ampacity, condition of installation and voltage drop.

2. Main electrical room consolidating electrical service and metering equipment for individual Residential Units, the Retail Unit and common electrical equipment located in the cellar level of the building. Local distribution equipment for Residential Units and the retail Unit is situated in their respective spaces. Power for Residential Units and the Retail Unit is distributed from meter banks and disconnect switches in main electrical room.

3. Service to individual Residential Units and the Retail Unit from meter banks include dedicated feeders that run to each Residential Unit and the Retail Unit and terminates at each unit's panel boards. Residential unit feeders sized as required by load and voltage drop. Each residential unit feeder is protected by individual overcurrent protective device at the meter bank location and consist of:
   - 2p-125A C/B for apartments.

4. Residential Unit Service:
   The residential panel board is rated to comply with the New York City Electrical Code, and takes into account all equipment provided in residential units such as washing machines, dryers, dishwashers, microwaves, refrigerators, air conditioning equipment, etc.

5. Common Areas:
   Power and lighting panels are provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection is sized and rated based on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating, etc.

6. Fire Detection Alarm Systems:
   Fire Detection Alarm Systems: Smoke detection and sprinkler fire alarm system is provided as required in accordance with NYC building code including water flow and tamper switches as required for the sprinkler-fire alarm system, with smoke detection for mechanical/electrical rooms.

7. Adequacy:
   Residential:
   i. Service: Capacity provided for each Residential Unit will be in accordance with Code requirements, sized at 120/208V, 1 phase:
      - 2p-125A C/B for apartments.
      Service will be adequate to meet normal apartment appliance, lighting and air conditioning loads.

   ii. Lighting and Fixtures: Shall be in accordance with Architectural reflected ceiling plan and lighting fixture schedule.

   iii. Convenience Outlets: Receptacles are provided in all rooms to meet the National Electrical Code (NEC) & NYC Electrical Code. All receptacles in units are protected with AFCI (Arc Fault Circuit Interrupting) type circuit breakers, except as otherwise required by Code.

   iv. Appliance Outlets: Appliance receptacles are provided in kitchens. Dedicated appliance receptacles are provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles are provided in all bathrooms, kitchens, and at residential unit outdoor terraces.
      a) 20 amps, 120V circuits are provided to handle lighting and general-purpose receptacles.
      b) 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances. Each appliance outlet above counter is GFCI type.
      c) 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the unit panels.
      d) 2p-40 amps, 208V 1-phase service is provided to condensing units of apartments on the roof.
      e) 2p-30 amps, 208V 1-phase service is provided to all electric washer/dryer units.
      f) 20 amps, 120V single phase circuit is provided to electric mat of each apartment.
      g) Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.
   v. No generator will be installed in the building.

(p) Telephones, Intercom and Security Systems:
1. Telephone/data services will enter the building from the public right of way at the front and be fed to a telecom room located in the Cellar Level. It will then be distributed throughout the building through risers and sleeves. Each Unit will receive internet/data service to a NID box in a closet within the Unit.

2. Wiring will be installed in each Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's Expense.

3. Intercom system manufactured by Akuvox for main panel and inside stations mode numbers C315S and X915S. Warranty is for one year from install. Warranty is covered by Briscoe. Completion of installation is estimated to be January 2025.

4. High speed internet service will be available for all Units provided by Spectrum, Optimum or Verizon FIOS.

(q) Public area lighting

(1) Public corridors shall have wall and/or ceiling mounted LED type lights which are always on or on occupancy sensors.

(2) Stair shafts shall have emergency type lighting and a sconce at each floor landing.

(3) All lighting, exterior lighting and night lighting in public parts of the buildings to comply with the New York State Multiple Dwelling Laws and New York City Housing and Maintenance Code.

Location	Type	Manufacture	Model#
Residential Lobby	Ceiling mount	PLT	PLT-12401
Stairway	Wall mounted	WAC	WS-180227-30-BN
Corridor	Wall mounted	Lithonia	OSC 13F 120 PLPBL
Commercial White-box	Ceiling hung	Lithonia	2GTL4A12120LP840
Utility Rooms	Wall mounted	Lithonia	VW1501M12
Cellar Egress Hall	Ceiling mount	Lotus	FR-LED-4-S12W-5CCT-PL
Cellar Tenant Storage	Ceiling mount	Lotus	FR-LED-4-S12W-5CCT-PL
Terrace	Wall mounted	Kichler	9234

(r) Garages and Parking areas: None

(s) Swimming pool: None

(t) Recreation facilities:

(1) Tennis courts: None

(2) Playgrounds: None

(3) Other recreation facilities: None

(u)Permits & Certificates:

All required permits will be obtained. Current Certificate of Occupancy remains effective and does not need to be altered. All worked completed via Alteration Type II applications/permits.

Recurring inspections after completion of construction, as applicable: *

INSPECTION TYPE	REGULATION
Gas piping	Local Law 152 Once every 4 years
Sprinkler / Standpipe inspections	NFPA 25 Annual inspections required. FDNY requires 5 year flow test
RPZ (Backflow Preventer)	NYC Plumbing Code Annual inspections required
Elevator	NYC DOB Annual and 5 year inspections required.
RPZ	DEP Annual inspections required
FISP (Façade Insp. Safety Prog.)	LL 11/98 / NYC DOB Inspections required every 5 years

*Note: There is no boiler nor cooling tower installed at this property.
This may not be an exhaustive list, as recurring required inspections may periodically change. It is the responsibility of building management to keep up to date on all applicable inspection requirements for this building

(v) Violations:

All outstanding violations, if any shall be cleared/resolved prior to sign-off.
Department of Buildings Boiler violation #092324LBLVIO01742 issued 09/23/2024
Department of Buildings construction violation #122023C23-03357 issued 12/20/2023
Environmental Control Board violation #39529125R issued 5/30/2024
Environmental Control Board violation #39529124P issued 5/30/2024

(w) Unit Information

Unit floor areas are measured horizontally from the exterior face of exterior walls to the centerline of partitions between units, and also to the exterior face of partitions separating units from corridors, stairs, elevators or any other common elements. Full floor units include all areas, except for the 1st Floor where measurements of the retail Unit exclude the Residential Lobby.

The sponsor shall not construct additional units after the completion of building per DOB approved plans.

- Nine (9) Residential units located on the 2nd Floor through 10th Floor

* Den/Office is an extension of the habitable living room and no partition shall be erected blocking the code compliant air and light received to the space by the windows located at the North façade. This space is not a bedroom.

- One (1) Retail Unit located on the 1st Floor.

Residential Unit Description (See floor plans for complete unit description)

UNIT	FLOOR	# Bedroom	# Bathroom	Terrace	Balcony	Ceiling Height
2	2 fl	2	2	0	0	10’6” (9’8”)
3	3 fl	2	2	0	0	10’6” (9'8")

4	4 fl	2	2	0	0	9’8" (9'0")
5	5 fl	2	2	0	0	9’4" (9'0")
6	6 fl	2	2	0	0	9’0"
7	7 fl	2	2	0	0	9’0"
8	8 fl	2	2	0	0	9’0”
9	9 fl	2	2	0	0	9’0"
PH	10 fl	2	2	1	0	9’0”

1. Interior Walls

   i. Unit to Unit: 6” nominal wall with 3 5/8” metal studs and 2” batt insulation and (2) layers of 5/8” type X gypsum wall board on both sides.

   ii. Unit to Corridor: 6” nominal wall with 3 5/8” metal studs and 2” batt insulation and (2) layers of 5/8” type X gypsum wall board on both sides.

   iii. Within Unit: 4” nominal wall with 2 1/2” metal studs and (1) layer of 5/8” type X gypsum wall board on both sides.

2. Interior Finishes

Interior paint finish of walls and ceilings shall be a level 3 finishes with two coats of primer and 1 coat of finish paint. Note the engineered wood floors listed below were produced in Europe by Algol Group Inc. They are 1/8” European oak + ½” birch marine plywood, glued with Kleiberit PUR 501 D4. Grade is Prime (AB); The finish is oil (Rubio Monocoat Oil Plus 2C); Glue is Tarkett SK 100 hybrid glue for bonding and soundproofing. The warranty is provided by Algol Group Inc for a period of 2 years from installation which is anticipated completion January 2025.

i. Living Areas

Walls:	Painted
Base:	Painted MDF
Floor:	Engineered wood floor
Ceiling:	Painted
Kitchen walls:	Tile backsplash
Kitchen base:	Painted wood
Kitchen floor:	Engineered wood floor

Kitchen ceiling:	Gyp. Bd. Painted
Bathroom walls:	Painted wall board with ceramic tile at tub and shower
Bathroom base:	Ceramic tile
Bathroom floor:	Ceramic tile
Bathroom ceiling:	Painted
Vanity top:	Quartz stone or equivalent
Medicine cabinet:	Mirror face

3. Bathroom Fixtures

i. Master Bathroom

Water closet	Nameeks “Scarabeo” SP-NSCARABEO055522 or equal
Bathtub	Duravit "Starck White" D700332000000090 or equal
Shower & Hand Shower	Hansgrohe “Crometta” H26918001 or equal
Sink	Duravit “Vero White” D0454800000 or equal (2nd-7th Floor units)
	Duravit “Vero White” D0454800000 or equal (8th-10th Floor units)
Sink faucet	Moen "Gibson” M6145 or equal

ii. Guest Bathroom

Water closet	Nameeks “Scarabeo” SP-NSCARABEO055522 or equal
Shower	Hansgrohe “Crometta” H26918001 or equal
Sink	Duravit “Vero” D0454600000 or equal
Sink faucet	Moen “Gibson” M6145 or equal

4. Kitchen equipment

Refrigerator:	Dacur “Transitional” 36” – Panel ready or equal
Dishwasher:	Bosch “800 Series” 24” – Panel ready or equal
Microwave:	Viking “3 Series” RVM320SS or equal
Cooktop:	Pitt Cooking “Davidson” or equal

Oven:	Viking "5 Series' VSOE or equal
Hood:	Futuro 36" Range Hood or equal
Kitchen Sink:	Delta "Lorela" 17" Prep Sink or equal
Faucet:	Pfister "Bruton" PGT529BRUS or equal
Countertop:	Quartz stone or equal
Kitchen Cabinet:	Lacquer/Wood veneered doors and plywood/MDF boxes
Washing Machine:	Bosch 24" WAW285H2UC or equal
Clothes Dryer:	Bosch 24" WTG865H4UC or equal

(x) Finish Schedule of Spaces other than Units

Level	Room	Floor	Walls	Ceiling	Remarks
Cellar	Meter Rooms	Conc. Slab	CMU Painted	Conc. Slab	
	Storage Rooms	Conc. Slab	Gyp.Bd. Painted	Conc. Slab	
	Compactor Room	Conc. Slab	CMU Painted	Conc. Slab	
	Bathroom	Tile	Gyp. Bd. Painted	Gyp. Bd. Painted	
1st Floor					
	Res. Lobby	Tile	Gyp.Bd/Orn. Wood	Gyp. Bd. Painted	
	Stair	Stone	Conc./Gyp.Bd. Painted	Conc. Slab Painted	
	Com. Space	Conc. Slab	Gyp. Bd. Painted	Concrete Slab and Steel	
	Com. Restroom	Tile	Gyp. Bd. Painted	Gyp. Board Painted	
2nd – 10th Floor					
	Corridor	Tile	Gyp. Bd. Painted	Gyp. Bd. Painted	
	Stair	Stone	Conc./Gyp bd painted	Conc. slab painted	

(y) Safety and Warning Devices

Hard wired smoke detectors are provided outside and/or inside bedrooms in residential units, as required by law. Area smoke detectors are installed in all electrical and mechanical equipment rooms. Carbon monoxide detectors are installed in every residential unit. Note there is no fire alarm in this building.

(z) Additional Information Required:

(1) At the first Unit Closing, the Sponsor shall, without any representation or warranty by, or recourse against, the Sponsor, assign to the Board of Managers any assignable manufacturers' warranties with respect to the Sponsor-installed equipment in or serving the Building. At the Closing of a Unit, the Sponsor shall, without any representation or warranty by, or recourse against, the Sponsor, assign to the Purchaser any assignable manufacturers' warranties with respect to the equipment and appliances in the Unit. Upon transfer of control of the Board of Managers from the Sponsor to the Unit Owners, the Sponsor shall also provide the Board with copies of any manuals in Sponsor's possession for the operation and maintenance of the Building's equipment and systems, as well as any Building "as-built" drawings maintained during construction.

(2) As per the ACM-5 issued by Wayne Stock on 9/20/22 there is Asbestos present at/in the Kitchen Linoleum/Flooring/Mastic, Common Hallways Flooring, Roof Flashing Tar, and Orange Stucco in the building. There are no known records, reports, violations or any other information known or available regarding the presence of lead-based paint and/or lead based paint hazard.

(3) Units are measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit. Full floor unit measurements include the Elevator and stairs providing access to those floors. Each Residential Unit consists of the area measured vertically from the top of the concrete floor slab below to the underside of the finished ceiling.

(4) No further development has been planned at the property.

(5) In the event that certain conditions in the building(s) cannot be adequately evaluated by a visual examination, the Department of Law may, in its discretion, direct that an independent engineer or testing laboratory be retained to perform such tests or monitoring as may be necessary in order to make adequate disclosure. Conditions which may require additional testing or monitoring include, but are not limited to: settlement, masonry cracks, rusting of structural steel, adequacy of concrete cover, fire-stopping, etc. Test results must be reported in the offering plan or in an amendment thereto.

END OF REPORT

EXH. C-2 ASBESTOS REPORT

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
9/30/2024
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

1. NYC DOB Job # (if applicable) _____ **Control Number: 11193781**

2. Premise No. 14 Street Name Maiden Lane Borough Manhattan Zip 10038

3. AKA _____ Type of Facility Residence BIN 1001091 Block 00064 Lot 0023

4. Building Owner Diamond Lane LLC Address 54 Franklin Street, Suite 2

5. City New York State NY Zip 10013 Contact Person Alexander Wiederin

6. Tel. # (917) 582-3882 Fax # _____ Email _____

7. Work Type General Construction

Description of the Entire Scope of Work
Per NYS Attorney General requirement, post rehabilitation inspection.

8. I, WAYNE STOCK , have conducted an asbestos investigation on
Name of Certified Asbestos Investigator

07/05/2022 8:00AM-3:00PM, 07/19/2022 8:00AM-3:00PM, 09/26/2024 10:00AM-11:00AM in accordance
Date(s)

with Sections 1-16 and 1-28 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, the

[X] a. the premises or the portion(s) of the premises, included in the scope of renovations was/were determined that there was no asbestos-containing materials (ACM) present

[ ] b. premise (or portions thereof) affected by the work contains 10 square feet or less or 25 linear feet or less of ACM. Specify locations in section 9: Note: This material must be abated as a minor project in accordance with relevant provisions of the DEP Asbestos Rules.

[X] c. asbestos is present and will not be disturbed during construction activity. Specify the quantity and area where asbestos is present. Specify amount: 1600 sq. ft 0 linear ft.

[ ] d. entire building is free of asbestos containing material (ACM).

9. RESULTS OF ASBESTOS BUILDING SURVEY:

Floor	Section of Floor(s) Surveyed	Material Assumed to Contain ACM and/or Sampled	Number of Samples Analyzed	Asbestos Present	Assumed ACM	Square Feet	Linear Feet	Abated	Scope of Work Applied
Building Floors-10	10th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				

[X] **I hereby declare the information provided herein is true and complete. I verify under penalty of perjury under the laws of the United States of America that I was physically present at the premises while conducting the inspection.**

WAYNE STOCK | 9/30/2024 | 137180 | 6/23/2025
DEP Certified Asbestos Investigator's Signature | *Date* | *Certificate Number* | *Expiration Date*

Tel. # (732) 383-5190 Fax # _____

Email waynestock23@aol.com

CITY OF NEW YORK WAYNE A STOCK 137180 CERTIFIED ASBESTOS INVESTIGATOR

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

251262346

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS ASSESSMENT REPORT

RECEIVED
9/30/2024
DEP
ASBESTOS CONTROL
PROGRAM
FEE PAID

Building Floors-10	10th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-10	10th Fl Apt-Walls	Sheetrock	2	No	No				
Building Floors-10	10th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-10	10th Fl Apt-Ceiling	Plaster	10	No	No				
Building Floors-9	9th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-9	9th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-9	9th Fl Apt-Walls	Sheetrock/Joint Compound	2	No	No				
Building Floors-9	9th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-9	9th Fl Apt-Ceiling	Plaster	10	No	No				
Building Floors-8	8th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-8	8th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-8	8th Fl Apt-Walls	Sheetrock/Joint Compound	3	No	No				
Building Floors-8	8th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock/Joint Compound	4	No	No				
Building Floors-8	8th Fl Apt-Ceiling	Plaster	10	No	No				
Building Floors-7	7th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-7	7th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-7	7th Fl Apt-Walls	Sheetrock	2	No	No				

☒ **I hereby declare the information provided herein is true and complete. I verify under penalty of perjury under the laws of the United States of America that I was physically present at the premises while conducting the inspection.**

WAYNE STOCK	9/30/2024	137180	6/23/2025
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (732) 383-5190 Fax # _____

Email waynestock23@aol.com

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SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? ☐ Yes, App ID # _____ ☒ No

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NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
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Building Floors-7	7th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-7	7th Fl Apt-Ceiling	Plaster	10	No	No				
Building Floors-6	6th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-6	6th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-6	6th Fl Apt-Walls	Sheetrock	2	No	No				
Building Floors-6	6th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-6	6th Fl Apt-Ceiling	Plaster	10	No	No				
Building Floors-5	5th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-5	5th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-5	5th Fl Apt-Walls	Sheetrock/Joint Compound	4	No	No				
Building Floors-5	5th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-5	5th Fl Apt-Ceiling	Plaster	10	No	No				
Building Floors-4	4th Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-4	4th Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-4	4th Fl Apt-Walls	Sheetrock	2	No	No				
Building Floors-4	4th Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-4	4th Fl Apt-Ceiling	Plaster	10	No	No				

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WAYNE STOCK	9/30/2024	137180	6/23/2025
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (732) 383-5190 Fax # _____

Email waynestock23@aol.com

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

The investigator shall assume that some or all of the areas investigated contain ACM, and for each area that is not assumed to contain ACM, collect and submit for analysis bulk samples in accordance with §§ 1-36, 1-37, and 1-44 of the DEP Asbestos Rules and EPA publications 560/5-85-024 and 560/5-85-030a and 40 CFR 763.86.

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

251262346

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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Building Floors-3	3rd Fl Apt-Kitchen/Bathroom-Wall	Grout	2	No	No				
Building Floors-3	3rd Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-3	3rd Fl Apt-Walls	Sheetrock/Joint Compound	4	No	No				
Building Floors-3	3rd Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-3	3rd Fl Apt-Ceiling	Plaster	10	No	No				
Basement	Entire-Pipe Insulation	Fiberglass	3	No	No				
Basement	Entire Walls	Sheetrock	2	No	No				
Basement	Entire-Ceilings	Sheetrock	2	No	No				
Basement	Entire-Walls	Plaster	10	No	No				
Basement	Entire-Ceilings	Plaster	10	No	No				
Building Floors-1	Store-Entire	Drop Ceiling Tile	2	No	No				
Building Floors-1	Store-Back Room	Grout	2	No	No				
Building Floors-1	Store-Entire Walls	Sheetrock	2	No	No				
Building Floors-2 to 10	Common Hallways	Floor Tile Mastic	2	No	No				
Building Floors-1 to 10	Common Hallways-Walls	Plaster	10	No	No				
Building Floors-1 to 10	Common Hallways-Ceilings	Plaster	10	No	No				
Building Floors-2 to 10	Common Hallways-Rubber Base Molding	Mastic	2	No	No				
Building Floors-1 to 10	Common Hallways-Walls	Sheetrock	2	No	No				
Building Floors-1	Exterior-Door & Window	Caulking	2	No	No				
Building Floors-1	Exterior Wall & Ceiling	Plaster	3	No	No				

[X] **I hereby declare the information provided herein is true and complete. I verify under penalty of perjury under the laws of the United States of America that I was physically present at the premises while conducting the inspection.**

WAYNE STOCK	9/30/2024	137180	6/23/2025
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (732) 383-5190 Fax # _____

Email waynestock23@aol.com

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SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

251262346

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

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Building Floors-1	Foyer-Ceiling	Plaster	3	No	No				
Building Floors-2	2nd Fl Apt-Entire Walls	Sheetrock	2	No	No				
Building Floors-2	2nd Fl Apt-Kitchen/Bathroom-Walls	Grout	2	No	No				
Building Floors-2	2nd Fl Apt-Kitchen/Bathroom-Floor	Grout	2	No	No				
Building Floors-2	2nd Fl Apt-Kitchen/Bathroom-Ceiling	Sheetrock	2	No	No				
Building Floors-2	2nd Fl Apt-Entire Ceilings	Plaster	10	No	No				
Building Floors-2	2nd Fl Apt-Behind Sheetrock Walls	Plaster	5	No	No				
Building Floors-2	2nd Fl Apt-Kitchen/Bathroom Floors	Paper	2	No	No				
Roof	Hatch, Perimeter, Bulkhead, Coping Stone, Pitch Pocket Pipes & Vent	Flashing Tar	8	Yes	No	600		No	c
Roof	Elevator Machine Room-Ceiling	Sheetrock	2	No	No				
Roof	Coping Stone	Mortar & Stone	4	No	No				
Roof	Parapet Walls & Bulkhead	Orange Stucco	3	Yes	No	1000		No	c
Roof	Parapet Walls & Bulkhead	Brick & Mortar	4	No	No				
Roof	Elevator Machine Room-Walls	Cement & Mortar	4	No	No				
Building Floors-1	Perimeter Walls	Plaster	10	No	No				
Building Floors-1	Ceiling	Plaster	10	No	No				

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WAYNE STOCK	9/30/2024	137180	6/23/2025
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

Tel. # (732) 383-5190 Fax # _____

Email waynestock23@aol.com

CITY OF NEW YORK WAYNE A. STOCK 137180 CERTIFIED ASBESTOS INVESTIGATOR

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

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Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

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10. ANALYTICAL LABORATORY:

NAME	ELAP # (NYS DOH CERTIFICATION)	DATE(S) SAMPLES ANALYZED
Hillmann	10926	7/13/2022
Hillmann	10926	7/19/2022
Hillmann	10926	7/21/2022
Hillmann	10926	7/26/2022
ALLAB	12118	9/28/2024

11. NYS DOL Asbestos Handling license # 62948 Company Name Stock Consulting, LLC

12.Comment

Note - Asbestos flooring abated under TRU2899MN22. ACP-21 issued on 12/14/2022.

[X] **I hereby declare the information provided herein is true and complete. I verify under penalty of perjury under the laws of the United States of America that I was physically present at the premises while conducting the inspection.**

WAYNE STOCK	9/30/2024	137180	6/23/2025
DEP Certified Asbestos Investigator's Signature	*Date*	*Certificate Number*	*Expiration Date*

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SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR

CITY OF NEW YORK
WAYNE A. STOCK
137180
CERTIFIED ASBESTOS INVESTIGATOR

Is it a Build-It-Back project? [ ] Yes, App ID # _____ [X] No

251262346

EXH. C-3 CERTIFICATE OF OCCUPANCY

B Form 54 - Rev. [illegible] 346

THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH MANHATTAN DATE: NOV 6 - 1981 NO. 518.16

This certificate supersedes C O No. 56197 ZONING DISTRICT C 5-5

THIS CERTIFIES that the new altered existing building premises located at

14 Maiden Lane Block 64 Lot 23

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

Cellar	O.G.	-	-	-	-	-	Storage, boiler room
1st	75	70	-	-	6	-	Retail Store
2nd	50	-	1	1	2	-	One (1) family
3rd &	40	-	1	1	2	-	One (1) family
4th	40		1	1	2		One (1) family
5-10th Inclusive	40 ea.	-	1 ea.	1 ea.	2	-	One (1) family each floor

TOTAL: Retail Store and Nine (9) Class "A" Apartments

Class "A" Multiple Dwelling

Old-Code

Hereafter-Converted

This certificate is predicated upon the final report of inspection dated June 5, 1981.

OPEN SPACE USES -

SPECIFY PARKING SPACES LOADING BERTHS OTHER USES NONE

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

George C. Salerno II
BOROUGH SUPERINTENDENT

Irwin Fruchtman
COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY DEPARTMENT OF BUILDINGS ☐ COPY

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at a point on the South side of Maiden Lane
distant 34.11' West ~~xxx~~ feet from the corner formed by the intersection of
Liberty Place and Maiden Lane

running thence south 63.3' feet; thence west 23.3' feet;

thence north 66.3' feet; thence east 23.7' feet;

thence ..... feet; thence ..... feet;

thence ..... feet; thence ..... feet;

to the point or place of beginning.

~~Amdt~~ ALT. No. 479/76 DATE OF COMPLETION 6/9/81 CONSTRUCTION CLASSIFICATION Class 1-Fireproof

BUILDING OCCUPANCY GROUP CLASSIFICATION Commercial and Residential HEIGHT 10 STORIES, 123.10½' FEET

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM (Existing)	X		AUTOMATIC SPRINKLER SYSTEM	X	
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM					
SMOKE DETECTOR	X				
FIRE ALARM AND SIGNAL SYSTEM	X				

STORM DRAINAGE DISCHARGES INTO:

A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:

A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

LIMITATIONS OR RESTRICTIONS:

BOARD OF STANDARDS AND APPEALS CAL. NO. 602-76-A

CITY PLANNING COMMISSION CAL. NO. -

OTHERS

EXH. D-1 BROKER'S LICENSE

State of New York

Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control No. 2280307

~~24342-15~~

UNIQUE ID NUMBER

31GU1054959

Be it known that, pursuant to the provisions of Article 12A of the Real Property Law

NEW YORK RESIDENCE INC
1501 BROADWAY STE 2600
NEW YORK NY 10036

EFFECTIVE DATE

MO.	DAY	YR.
02	11	2025

EXPIRATION DATE

MO.	DAY	YR.
02	10	2027

HAS BEEN DULY LICENSED TO TRANSACT
BUSINESS AS A REAL ESTATE BROKER
AND TO BE REPRESENTED BY
GUSS THOMAS

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

WALTER T. MOSLEY
SECRETARY OF STATE

DOS-104 (Rev. 4/03)

EXH. D-3 RI-1 REGISTRATION FORM

NEW YORK STATE
DEPARTMENT OF LAW
INVESTOR PROTECTION BUREAU
28 Liberty Street
New York, NY 10005
212-416-8122 TDD (for hearing impaired) 1-800-788-9898
www.ag.ny.gov

NY FORM RI-1

REGISTRANT INFORMATION FORM

1. Wiederin (Last Name) Alex (First Name) (Middle Name)

2. 54 Franklin Street, Suite 2R (Business Address Street) New York (City) NY (State) 10013 (Zip Code)

3. [redacted] (Place of Birth) 4(a). [redacted] (Date of Birth) 4(b). 212 3661004 (Business Phone)

5. Name of Issuer: Diamond Lane LLC

6. Have you ever used or been known by any other name? Yes [ ] No [✓]
If "Yes", please specify

7. Have you or has any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal:

   (a) ever been convicted of any crime (other than minor traffic violations) or is any such charge presently pending: Yes [ ] No [✓]

   (b) ever been the subject of any injunction, cease and desist order, assurance of discontinuance, suspension or restraining order, revocation of a license to practice a trade, occupation or profession, denial of an application to obtain or renew same, any stipulation or consent to desist from any act or practice, any disciplinary action by any court or administrative agency, or is any action or proceeding seeking such relief presently pending? Yes [ ] No [✓]

   (c) ever made an assignment for the benefit of creditors, been the subject of a receivership or bankruptcy proceeding, reorganized in bankruptcy, or been adjudged a bankrupt? Yes [ ] No [✓]

   (d) ever had a judgment entered against you or have a judgement which is presently unsatisfied? Yes [ ] No [✓]

8. Are you or is any business entity under your control or in which you were a principal shareholder (10% or more) or in which you held a substantial equity or controlling interest (10% or more) or of which you were an officer, director, general partner, trustee or principal, a party in any litigation or administrative proceeding in which it is alleged that you or it committed fraud or otherwise violated any provision of the Martin Act or any other securities law? Yes [ ] No [✓]

9. If the answer to 7(a) through (d), or 8 is "Yes" state full particulars, including dates, nature of proceeding, title and location of public authority, circumstances and final disposition. If there is insufficient space below, complete response in an attached, sworn statement.

10. List all professional, business or occupational licenses or registrations which you now hold, have held, or have applied for:

Buero New York LLC

IPB

11. The following is my complete employment and business record including periods of self-employment and unemployment for the past five years:

From	To	Name and Address of Employer	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
		Buero New York	Design Firm	Creative Dir.,Owner
		54 FRANKLIN ST, 2R		
		10013 NYC		

12. The following is a complete record of my business affiliations for the past five years, including all entities not listed in 11 above, under my control or in which I was a principal shareholder (10% or more) or in which I held a substantial equity or controlling interest (10% or more) or of which I was an officer, director, general partner, trustee or principal.

From	To	Name and Address of Entity	Type of Business	Position Held
Mo. Yr.	Mo. Yr.			
		Buero New York	Design Firm	Creative Dir.,Owner
		54 FRANKLIN ST, 2R		
		10013 NYC		

Date: Oct 11th 2024 Signature: _____

STATE OF)
: SS.:
COUNTY OF)

Alex Wiederin, being duly sworn, deposes and says that I am the person described in and who signed the above registrant information form. I have read the questions and answers and information supplied, and they are true, accurate and complete.

_____
(Signature of Affiant)

Sworn to before me this
11th day of October, 2024.

(Notary signature and legible official stamp)

Evan Steyn-Mele

EVAN STEYN-MELE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST0023148
Qualified in KINGS County
Commission Expires April 3rd 2028

_____ or _____
President General Partner

EXH. D-4 AFFIDAVIT OF NET WORTH

OFFERING PLAN OF

DIAMOND EXCHANGE CONDOMINIUM

14 MAIDEN LANE, NEW YORK, NEW YORK 10038

(EXHIBIT B-22)

I am a principal of Diamond Lane LLC, the Sponsor of the Diamond Exchange Condominium. I make this affidavit in connection with our submission for approval of the offering plan for the Condominium.

I make this affidavit to confirm that sponsor Diamond Lane LLC has the funds necessary to complete the project at 14 Maiden Lane, New York, New York as described in the offering plan of the Diamond Exchange Condominium

ALEX WIEDERIN

Sworn Before Me This
11 day of October, 2024

NOTARY PUBLIC

EVAN STEYN-MELE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST0023148
Qualified in KINGS County
Commission Expires April 3rd 2028

EXH. D-5 AFFIDAVIT OF NON SYNDICATION

AFFIDAVIT NON SYNDICATION

OFFERING PLAN OF

DIAMOND EXCHANGE CONDOMINIUM

14 MAIDEN LANE, NEW YORK, NEW YORK 10038

(EXHIBIT D-5)

I am a principal of Diamond Lane LLC, the Sponsor of the Diamond Exchange Condominium. I make this affidavit in connection with our submission for approval of the offering plan for the Condominium.

I make this affidavit to confirm that neither Sponsor nor the undersigned have taken part in real estate syndications of securities consisting of participation interests or investments in real estate —other than the present Condominium offering–, including limited partnership interest or private of public offerings of cooperative interests in realty, including condominiums, in or from New York, which were initially offered during the preceding five years.

ALEX WIEDERIN

Sworn Before Me This
11th day of October, 2024

NOTARY PUBLIC

EVAN STEYN-MELE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST0023148
Qualified in KINGS County
Commission Expires April 3rd 2028

EXH. D-6 STATISTICAL INFORMATION CARD

STATISTICAL RECORD

NAME OF PROJECT Diamond Exchange Condominium

ADDRESS 14 Maiden Lane

CITY New York **COUNTY** New York **STATE** NY **ZIP** 10038

SPONSOR Diamond Lane LLC
(LIST INDIVIDUAL PRINCIPALS ON BACK OF CARD)

ADDRESS 54 Franklin Street, New York, NY 10013

SPONSOR'S ATTORNEY (Firm) Augspach Law PLLC

BY Francisco Augspach, Esq. **TEL. NO.** (212)804-8746

ADDRESS 1280 Fifth Avenue, 6G, New York, NY 10029

CHECK APPLICABLE ITEMS:

- ☐ **Pt 17 (Coop)**
- ☐ **Pt 18 (Occ. Coop)**
- ☐ **Pt 19 (Condo)**
- ☑ **Pt 20 (NC/Vac. Condo)**
- ☐ **Other** _____
- ☐ **Pt 21 (NC/Vac Coop)**
- ☐ **Pt 22 (Homeowners)**
- ☐ **Pt 23 (Occ. Condo)**
- ☐ **Pt 24 (Timeshare)**

File NO: _____
FOR OFFICE USE ONLY

DEPOSIT $ _____
REC./DATE _____
BALANCE $ _____
REC./DATE _____
INIT. PP $ _____
PP on Accep. _____
Date _____
CPS-1 Date _____
CPS- 7 Date _____
Atty. _____
Date Acc. _____
Rec. No. _____

KEY DATES:
PLAN REC'D _____
ASSIGNED TO:
_____

REJECTED: _____
WITHDRAWN: _____
ABANDONED: _____
ACCEPTED: _____
EFFECTIVE: _____
NO. OF UNITS SOLD: _____

BUILDING INFORMATION

Check Applicable Items:

- ☐ Coop
- ☑ Condo
- ☐ Condo/Coop
- ☐ Continuing Care Retirement Community
- ☐ HOA
- ☐ Sponsored by HPD (NYC)
- ☐ Loft
- ☐ PHFL:
  - ☐ Mitchell Lama: Art. 2
  - ☐ Redevelopment Co: Art. 5
  - ☐ HDFC: Art. 11
- ☐ Timeshare
- ☐ Other: _____ (Specify)

Check Type:

- Res. Conver.:
  - Non Evic. ☐
  - Evic. ☐
  - Prof. ☐
- Res. Vacant:
  - New Const. ☐
  - Rehab. ☑
- Comm.:
  - Occ. ☐
  - Prof. ☐
  - Vacant ☐
- Other: _____ (Specify)

No Units:

Comm.	1
Parking	
Prof.	
Resort	
Resid.	9
RC	0
RS	0
Non-reg.	
Storage	9
Other	
Total:	19

Existing Use:

- ☐ Commercial
- ☐ Loft (Mfg.)
- ☐ Office
- ☐ Prof.Bldg.
- ☑ Residential
- ☐ SRO
- ☐ School, Hosp.
- Other in renovation (Specify)

LIST ALL INDIVIDUALS WHO ARE PRINCIPALS OF THE SPONSOR
(PLEASE PRINT OR TYPE)

Alex Wiederin		