349 WEST 51ST STREET CONDOMINIUM OFFERING PLAN
FOR SALE OF RESIDENTIAL UNITS

IN

LINDEN LANE CONDOMINIUM

349 West 51st Street (A/K/A 354 West 52nd Street)
New York, New York 10019
New York County

---

32 Residential Units	$ 83,665,000.00
11 Roof Deck Units	$ 950,000.00
Total Offering Price of Offered Units	$ 84,615,000.00
Reserve Fund/Working Capital Fund**	$ 0.00

** See the section of the Plan titled, "Working Capital Fund and Reserve Fund."

Name and Address of Sponsor:

Cadence 51/52 Development LLC
c/o Cadence Property Group LLC
65 West 13th Street, 4th Floor
New York, New York 10011

Name and Address of Selling Agent:

Brown Harris Stevens Development Marketing, LLC
451 West Broadway
New York, New York 10012

Date of Acceptance for Filing: _____, 20__. This Offering Plan May Not Be Used After _____, 20__ Unless Extended By An Amendment to the Offering Plan.

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

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).

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS, SEE PAGE 1

TABLE OF CONTENTS

PART I	PAGE
SPECIAL RISKS	1
INTRODUCTION	30
DEFINITIONS	38
DESCRIPTION OF PROPERTY AND IMPROVEMENTS	53
LOCATION AND AREA INFORMATION	61
SCHEDULE A	64
NOTES TO SCHEDULE A	66
SCHEDULE B - PROJECTED BUDGET	72
NOTES TO SCHEDULE B	73
SCHEDULE B-1	81
COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i(1)	83
CHANGES IN PRICES AND UNITS	87
INTERIM USE AND OCCUPANCY AGREEMENTS	90
PROCEDURE TO PURCHASE	92
ASSIGNMENT OF PURCHASE AGREEMENTS	105
EFFECTIVE DATE OF PLAN	106
TERMS OF SALE	108
CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD	113
CLOSING OF TITLE TO UNITS	115
UNIT CLOSING COSTS AND ADJUSTMENTS	118
RIGHTS AND OBLIGATIONS OF SPONSOR	130
MANAGEMENT AGREEMENT & OTHER CONTRACTUAL ARRANGEMENTS	143
CONTROL BY SPONSOR	148
RIGHTS AND OBLIGATIONS OF UNIT OWNERS	151
RIGHTS & OBLIGATIONS OF BOARD OF MANAGERS & SUMMARY OF BY-LAWS	168
REAL ESTATE TAXES	178
INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM	186
COUNSEL'S INCOME TAX OPINION	190
ESTIMATE OF POST-CONSTRUCTION ASSESSMENT	198
RESERVE FUND	203
WORKING CAPITAL FUND	204
IDENTITY OF PARTIES	205
REPORTS TO UNIT OWNERS	208
DOCUMENTS ON FILE	209
GENERAL	210
RESERVATION OF AIR AND DEVELOPMENT RIGHTS	212
SPONSOR'S STATEMENT OF BUILDING CONDITION	214

PART II PAGE

PURCHASE AGREEMENT, INCLUDING EXHIBITS A, B & C 216
WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY
AND CONSENT TO JURISDICTION 238
POWER OF ATTORNEY 241
FORM OF UNIT DEED 244
DESCRIPTION OF PROPERTY AND SPECIFICATIONS 250
SITE PLAN AND FLOOR PLANS 289
DECLARATION OF CONDOMINIUM 365
CONDOMINIUM BY-LAWS 414
FORM OF INTERIM USE AND OCCUPANCY AGREEMENT 471
PUNCHLIST INSPECTION STATEMENT 485
REAL ESTATE TAX ESCROW AGREEMENT BETWEEN
SPONSOR AND BOARD OF MANAGERS 486
CERTIFICATIONS
SPONSOR'S CERTIFICATION 486
SPONSOR'S ENGINEER OR ARCHITECT 491
SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET 493

SPECIAL RISKS

The following is a summary of certain special risk considerations in connection with the Plan but is not intended to summarize all major features of the Plan. Prospective purchasers are urged to read the following special risk factors in conjunction with the Plan for a discussion of these and other important aspects of this condominium offering.

1. It is noted that although certain Residential Units and Roof Deck Units are being offered pursuant to the Offering Plan, Sponsor has reserved the right to lease certain Units to tenants after Consummation of the Plan. In such an event, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies. Notwithstanding the foregoing, Sponsor may not lease any Units until the Plan has been consummated.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole and absolute discretion of the Sponsor. The By-Laws of the Condominium do not contain any restriction or limit on the number of Unit Owners who may purchase a Unit for investment rather than for personal occupancy. As a result, there may be a substantial percentage of Owners who are non-residents. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. *Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include but are not limited to requiring that a certain percentage of apartments or units in a building or group of buildings be sold before a bank or lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares or Units has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as seventy percent (70%). Moreover, some banks and lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership of ten percent (10%) or more . It also may be difficult for a purchaser to resell an apartment or Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions*. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of Units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into an agreement to purchase a Unit. The decision of Sponsor to sell or rent Units may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after the Plan has been consummated, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium because of their different reasons for owning a Unit i.e., purchase as a home as opposed to an investment. Sponsor will not rent the withheld Units before consummation of the Offering Plan. Sponsor will determine the number of contracted-for Units required to declare the Offering Plan effective based upon the total number of anticipated Units in the Condominium, rather than the number of Units Sponsor initially offers. Sponsor will at all times offer at least fifteen percent (15%) of the total number of anticipated Units necessary to declare the Offering Plan effective. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(c) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof (also known as a "Sponsor-designee"), relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill and remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

Any advertising material that contains percentages of Units sold must calculate the percentage of Units sold using the total number of anticipated Units in the Condominium, rather than the number of Units offered at that time. Sponsor will amend the Offering Plan prior to offering withheld Units. There is no current timeline for the release of the withheld Units onto the market, however Sponsor's withholding of certain Units will not affect the timetable for the projected completion of the Condominium's amenities and services.

A designee of Sponsor, also known as a "Sponsor-designee," is any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee." See the section of the Offering Plan titled "Definitions," set forth in Part I for further details.

See the section of the Offering Plan titled "Introduction," located in Part I of the Offering Plan for further details.

2. Upon the earlier of (i) one hundred twenty (120) days after the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all the Residential Units; or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control (thus ending "Sponsor's Initial Control Period") and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years from the date of the First Unit Closing. See the section of the Offering Plan located in Part I, titled "Control By Sponsor," for further details.

3. The project is currently being financed from Sponsor's own funds and from construction loan financing provided by BSP ODF II FINANCE, LLC (hereinafter the "Construction Lender"). Pursuant to the terms of the Sponsor's construction loan financing obtained by, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents, and has an option to rent the Units. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit, which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Construction Lender will agree to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender. Sponsor will disclose the procurement of any future construction loan, if any, in an amendment to the Offering Plan.

See the section of the Offering Plan titled "Introduction," set forth in Part I, for further details.

4. As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interest allocated to the Units, but in no event for a period in excess of five (5) years from the date of the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) the contingency fund provided for in Schedule B located in Part I of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4%) of the budgeted expenses of the Condominium, and (b) the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B for the Property and as required by the Federal Housing Administration and Fannie Mae guidelines, to the extent that the aggregate amount of such fund does not exceed ten percent (10%) of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage 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) increase the number or change the type of employees

from that described in Schedule B located in Part I of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B located in Part I of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B located in Part I of the Offering Plan. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not exercise veto power over expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer. See the section of the Offering Plan located in Part I, titled, "Control By Sponsor," for further details.

5. Purchasers will be required to make a Down Payment upon execution of a Purchase Agreement in an amount equal to ten percent (10%) of the purchase price. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Down Payment equal to fifty percent (50%) of the applicable purchase price. The requirement of this fifty percent (50%) Down Payment is a special risk of the Offering Plan.

A Purchaser who is interested in purchasing a Roof Deck Unit must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the down payment paid under the Purchase Agreement shall include ten percent (10%), or, if applicable, fifty percent (50%) of the Purchase Price of the Roof Deck Unit as well as ten percent (10%), or, if applicable, fifty percent (50%) of the Purchase Price of the Unit. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the purchase of the Roof Deck Unit. Sponsor will be entitled to retain the Deposit as liquidated damages in connection with any termination of the Purchase Agreement due to Purchaser's default.

If a Purchaser defaults under his Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR THE PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. "Time is of the Essence" means that if the default is not timely cured the Sponsor may (but is not obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment deposit, together with any accrued interest, and any other amounts paid by the Purchaser for any special or custom work actually expended, plus any interest earned thereon, shall be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds ten percent (10%), or if applicable fifty percent (50%) of the Purchase Price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date (as defined in the form of Purchase Agreement set forth in Part II of the Offering Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustment for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date. Notwithstanding the foregoing, the penalty charged will not exceed the NYS maximum legal limit.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in successfully defending Sponsor's rights under the Purchase Agreement, or in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise successfully enforcing either Seller's rights or Purchaser's obligations thereunder, provided Sponsor is deemed the prevailing party in such dispute. Sponsor shall not have a reciprocal obligation to reimburse Purchaser for any legal fees and disbursements incurred in successfully defending Purchaser's rights under the Purchase Agreement.

See the section of the Offering Plan located in Part I, titled, "Procedure to Purchase," for further details.

6. Pursuant to the Offering Plan, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance. which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Chicago Title Insurance Company, provided Purchaser elects to obtain title insurance. However, notwithstanding anything herein to the contrary, Purchaser may elect to obtain title insurance and/or a title report from any other reputable title insurance company and/or abstract company authorized to do business in the State of New York without incurring any additional costs or penalties from Sponsor. See the section titled, "Unit Closing Costs and Adjustments" located in Part I of the Offering Plan for further details.

Purchasers are required to accept such title as a reputable title or abstract company authorized to do business in the State of New York will provide, approve and insure at its regular rates and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the "Terms of Sale" section of this Plan. Therefore, Sponsor is not obligated to cause the title company that Purchaser chooses to omit any exception to title if another reputable title or abstract company that is authorized to do business in the State of New York is willing to insure Purchaser's title without any such exception, at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title

insurance policy or (ii) insuring against collection from the Unit. See the section of the Offering Plan titled, "Unit Closing Costs and Adjustments," set forth in Part I, for further details.

7. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. Notwithstanding, Sponsor will at all times comply with its obligations under the Martin Act and under all applicable codes and regulations regarding Sponsor's responsibilities towards unsold Units. Pursuant to 13 NYCRR 20.5(c)(4) of the Attorney General's Regulations, in the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers will be given, for a period of fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter. For a further discussion please consult the section of the Offering Plan located in Part I, titled "Rights and Obligations of Sponsor".

8. As set forth in the section of the Offering Plan titled "Procedure to Purchase," although a Purchaser may obtain financing from a lending institution or any other source, his or her obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent on obtaining financing for such purchase. Neither the Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing a Purchase Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the closing of title to the Unit. The failure of a Purchaser to obtain financing will not relieve a Purchaser from his or her obligations under the Purchase Agreement to pay the balance of the Purchase Price when due and if payment is not made when due, including the applicable grace period, the Down Payment may be forfeited. Again, to reiterate the foregoing, the obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her Down Payment deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing. See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

9. Notwithstanding the fact that a Purchaser's Purchase Agreement will not be contingent upon financing, to the extent permitted by applicable Law, the provisions of the Declaration and By-Laws may comply with certain requirements of the Federal National Mortgage

Association ("Fannie Mae") and the Federal Housing Authority ("FHA"). Sponsor, at its sole cost and expense, may, but has not obligated itself, to file applications with Fannie Mae and FHA in order to have the Condominium added to a list of "approved" condominiums. There is no guaranty, assurance or obligation that Sponsor will complete said applications or satisfy the criteria for approvals, or in the event that either or both of the Fannie Mae and FHA requirements are satisfied, whether the Condominium will continue to satisfy such criteria. Purchasers should further be advised that if FHA approval is granted to the Condominium, no more than thirty percent (30%) of the total Residential Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind a Purchase Agreement if for any reason, Sponsor's application to either or both of Fannie Mae and FHA, is not submitted or approved. In addition, in accordance with the requirements of Fannie Mae and FHA, at least ten percent (10%) of the total operating budget for the First Year of Condominium operation is required to be set aside for a Major Capital Improvement Replacement Reserve Fund in order to fund the replacement reserves for capital expenditures and deferred maintenance (the "Reserve Contribution"), as more particularly described in "Schedule B, Projected Budget for First Year of Condominium Operation, Commencing January 1, 2026," located in Part I of the Plan, subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage. There is no guarantee or assurance that the Reserve Contribution will be provided as a line item in the operating budget after the First Year of Condominium operation or that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA. The Condominium Board reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Condominium Board) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, the Reserve Contribution can only be used for the repair and replacement of the Common Elements. Sponsor makes no representation that the Reserve Fund will be adequate or sufficient to cover periodic maintenance, repair and replacement expenses of the Common Elements for the First Year of Condominium operation or any subsequent year of condominium operation, nor does Sponsor make any representation about the possibility of a future special assessment. Please see Article VI of the By-Laws of the Condominium set forth in Part II of the Plan for further details.

10. Pursuant to the terms of the Offering Plan and the Purchase Agreement contained in Part II, the Purchaser is required to pay as a closing cost the New York State Real Property Transfer Tax ("deed stamps" or "NYS Transfer Tax") and the New York City Real Property Transfer Tax ("NYCRPT"). In condominium transactions, either seller or the purchaser can pay these transfer taxes. The obligation is assumed by the purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the terms of this Offering Plan, Sponsor is transferring such obligation to Purchaser. New York State Real Estate Transfer Taxes (deed stamps) are currently at the rate of $2.00 per each $500.00 of consideration or part thereof, where such consideration is under $3,000,000.00, and at the rate of $3.25 per each $500.00 where such consideration is $3,000,000.00 or more. New York City Real Property Transfer Tax are currently equal to one percent (1%) of the purchase price with respect to the Units which are sold for less than $500,000.00 and 1.425% where the consideration is equal to or greater than $500,000.00. For purposes of paying this tax with respect to this project, consideration also includes the amount of

NYCRPT to be paid for the Unit. See the section of the Offering Plan located in Part I, titled "Unit Closing Costs and Adjustments," for further details.

In the event that the taxing authority of the City of New York determines that the conveyance of more than one (1) condominium unit to the same Purchaser or the conveyance of a Residential Unit and any Roof Deck Unit, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00. In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

Under the State Tax law, Section 1402-a, a tax is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, which tax is equal to one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) where the consideration for the entire conveyance is $1,000,000.00-$1,999,999.00; one and a quarter percent (1.25%) where the consideration for the entire conveyance is $2,000,000.00-$2,999,999.00; one and a half percent (1.50%) where the consideration for the entire conveyance is $3,000,000.00-$4,999,999.00; two and a quarter percent (2.25%) where the consideration for the entire conveyance is $5,000,000.00-$9,999,999.00; three and a quarter percent (3.25%) where the consideration for the entire conveyance is $10,000,000.00-$14,999,999.00; three and a half percent (3.50%) where the consideration for the entire conveyance is $15,000,000.00-$19,999,999.00; three and a three-quarters percent (3.75%) where the consideration for the entire conveyance is $20,000,000.00-$24,999,999.00; and three and a nine-tenths percent (3.90%) where the consideration for the entire conveyance is $25,000,000.00 or more (the "Mansion Tax"). Residential real property includes a one (1) to three (3) family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax, in its current form, applies to conveyances occurring on or after July 1, 2019 other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Transfer Tax to be paid for the Unit by Purchaser, as well as any Roof Deck Unit and Purchaser's payment of Sponsor's legal fees. Pursuant to recent changes to N.Y. Tax Law § 1404, consideration no longer includes the amount of NYS Transfer Tax where a purchaser has assumed the obligation to pay the NYS Transfer Tax by the terms of sale of the applicable transaction. Such change affects conveyances occurring on or after July 1, 2021 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2021). See the section of the Offering Plan located in Part I, titled "Unit Closing Costs and Adjustments," for further details.

11. It is a special risk of this Offering Plan that if Purchaser obtains a mortgage loan for the purchase of the Unit (the "Purchase Money Mortgage"), the Purchaser will pay to Sponsor a sum equal to the partial mortgage tax credit to which the Purchaser may be entitled pursuant to

Section 339-3ee(2) of the Condominium Act, which sum shall be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s), including, but not limited to Sponsor construction mortgage(s). Alternatively, in the event the mortgage recording tax credit pursuant to Section 339-ee (2) of the New York Condominium Act is unavailable, Sponsor, at its option, may arrange, in lieu of the mortgage recording tax credit, to have its current or future lenders, as the holders of the loans encumbering the Property (hereinafter "Sponsor's Mortgages"), assign to a Purchaser's lender, a portion of Sponsor's Mortgages, in an amount equal to the mortgage loan obtained by Purchaser (the "Mortgage Assignment"). If Sponsor chooses to have its lenders deliver a Mortgage Assignment to Purchaser's lender and Purchaser's lender is willing to accept such Mortgage Assignment then the Sponsor will pay the costs and fees charged by Purchaser's lender, and Purchaser's lender's attorneys, as well as all applicable recording charges to effect the contemplated assignment ("Mortgage Assignment Expenses"). If, at Sponsor's option, the Mortgage Assignment is effected, Purchaser shall, in lieu of paying mortgage recording tax to the State of New York, pay Sponsor, at Closing, an amount equal to the mortgage recording tax which would otherwise have been due by Purchaser ("Mortgage Recording Tax Reimbursement"). Sponsor also reserves the right to direct Purchaser to pay, from the Mortgage Recording Tax Reimbursement, the Mortgage Assignment Expenses. The Mortgage Assignment may require additional coordination between Sponsor's Lender, Purchaser's Lender, Sponsor and Purchaser and it may potentially delay the closing. In the event that the Closing is delayed as a result of the coordination of the Mortgage Assignment, the Purchaser shall not be liable for any adjournment fees. It is intended that Purchaser shall not be obligated to pay or incur any expense or sum of money that it would not have paid in the event the mortgage recording tax credit was available. The Mortgage Assignment as contemplated herein will not result in any additional risk or cost to the Purchaser and will only be feasible if Purchaser has secured financing. See the section of the Offering Pan titled "Unit Closing Costs and Adjustments" for further details.

12. Pursuant to the terms of the Offering Plan, Sponsor may declare the Plan effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of five (5) Residential Units, which represents a minimum of at least fifteen percent (15%) of the total number of anticipated Units in the Condominium. However, if after the Sponsor declares the Offering Plan effective, all Purchase Agreements are rescinded and/or terminated prior to the date of the First Unit Closing, the Sponsor shall re-declare the Offering Plan effective prior to closing on any Units. The availability of financing to Purchasers may be limited based upon such minimum sales. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares still owns a substantial ownership interest, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor has an ownership interest of ten percent (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 and investor ownership restrictions. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, the Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of First Unit Closing, regardless of whether the Condominium Declaration has been recorded. See the section of the

Offering Plan located in Part I, titled "Effective Date of Plan," for further details. Notwithstanding the foregoing, Roof Deck Units may not be counted toward effectiveness.

13. Pursuant to the terms of the Offering Plan, the ten percent (10%) or, if applicable, fifty percent (50%), Down Payment made by Purchaser upon execution of a Purchase Agreement may be increased by the cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole and absolute discretion, and itemized in the Purchase Agreement. All funds received by Sponsor for such custom work will initially be placed in an escrow account. However, subsequent to Sponsor declaring the Plan effective, the escrowed funds for custom work may be released from the escrow account to Sponsor as long as Sponsor uses the additional escrowed funds for custom work actually performed. As a result, in the event a Purchaser is entitled to rescind his Purchase Agreement subsequent to the release of the additional escrowed funds, the Purchaser will not receive a refund of any such funds required for the actual costs incurred or due for any special custom work ordered by Purchaser. Notwithstanding anything herein to the contrary, if the Offering Plan is not consummated for any reason, Purchaser shall not lose any of the Down Payments, including any funds received by Sponsor for upgrades, extras and custom work.

If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than ten percent (10%) or, if applicable, fifty percent (50%), of the total purchase price plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds ten percent (10%) or, if applicable, fifty percent (50%), of the total of the purchase price, provided same does not constitute an unenforceable penalty under applicable law.

See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

14. In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, 9 East 40th Street, 5th Floor, New York, New York 10016, telephone number (212) 564-9800, to serve as the escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all Deposits, Down Payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at Sterling National Bank located at 489 Fifth Avenue, 5th Floor, New York, New York 10017 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is titled "D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, Escrow Account for 349 West 51st Street" or a similar name ("Escrow Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall

place the Deposits in the Escrow Account. Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Escrow Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account. See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

15. The Sponsor's Attorneys have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify. Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" is a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected expense in Schedule B of the Plan. Regarding Section 528, see the Section titled "Counsel's Income Tax Opinion," set forth in Part I, for further details. Notwithstanding the foregoing, in the event of a possible income tax payment due from the Condominium, such payment shall be drawn from either the legal and accounting fees or administrative and other expenses line items included as a projected expense in Schedule B of the Plan which is reasonably expected to be a sufficient amount to cover any tax liability.

16. The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not covered by insurance with respect to the Unit, which loss or casualty is not otherwise covered by either the Condominium's insurance or the Sponsor's insurance, with respect to the Unit. Additionally, Purchaser shall be solely responsible for any uninsured damage to, or uninsured loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit and/or, including but not limited to its appliances, fixtures and equipment. For further details, see the section of the Plan titled "Procedure to Purchase," located in Part I of the Offering Plan.

17. Housing Merchant Implied Warranty Law (General Business Law, article 36-B) does not apply to the Residential Units contained in this Building as the Building has more than five (5) stories. Notwithstanding the foregoing, the Sponsor will promptly correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications identified in the Offering Plan, as may be amended from time-to-time, provided Sponsor is notified of such patent defects in writing by the Unit Owner as to the Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements and/or Residential Common Elements, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or materials materially at variance with the architectural plans and specifications identified in the Offering Plan, provided it is notified of such latent defects in writing by the Unit Owner as to such Unit, or, if a Residential Unit, any Residential Limited Common Elements appurtenant to such Unit, within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements and/or Residential Common Elements, within one (1) year after the completion of such General Common Element and/or Residential Common Element.

Notwithstanding anything contained in the Offering Plan to the contrary, Sponsor shall be obligated to construct the Premises in accordance with all applicable codes, filed plans and specifications. If there are any inconsistencies between the disclaimers contained in the Offering Plan and Sponsor's obligation to construct the Premises in accordance with all applicable codes, filed plans and specifications, the latter shall control. See the section of the Offering Plan titled "Rights and Obligations of Sponsor," set forth in Part I, for further details.

18. The projections of real estate taxes due for each of the Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium operation and (ii) upon one hundred percent (100%) completion of Sponsor's construction of the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT.

The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units and the Roof Deck Units, and the projected tax rates, have been projected by D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP D/B/A DL Partners, 9 East 40th Street, New York, NY 10016. A copy of DL Partners' letter is set forth in the "Post-Construction

Assessment" section of Part I of the Plan. It has been assumed by DL Partners that the assessed valuation for the 2025/2026 tax year will reflect a partially completed structure while the assessed valuation for the 2026/2027 tax year will reflect the completed structure. Therefore, for the purpose of projected real estate taxes for the Residential Units and Roof Deck Units during the Projected First Year of Condominium operation commencing on January 1, 2026 and ending December 31, 2026 ("First Year"), DL Partners has assumed completion and full one hundred percent (100%) valuation of the Property for the 2026/2027 tax year.

However, as the projected completion date for the Building of on or about December 1, 2025 is subsequent to the January 5, 2025 taxable status date for the 2025/2026 tax year, the actual total assessment for the Property reflective of completion and full one hundred percent (100%) valuation will not likely be effective until July 1, 2026 for the 2026/2027 tax year, which has a taxable status date of January 5, 2026. For this reason, the taxable total assessed valuation for the Property for the 2025/2026 tax year (the latter six months of which correspond with the first six months of the projected First Year of Condominium operation) is likely to reflect the Building as only partially renovated, and therefore, the 2025/2026 total assessed valuation may be lower than as estimated by DL Partners. As a result, aggregate real estate taxes due for the Property are likely to be substantially higher for the 2026/2027 tax year than for the 2025/2026 tax year.

BASED UPON THE PROJECTED AGGREGATE 2025/2026 AND 2026/2027 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENTS FOR ALL THE RESIDENTIAL UNITS OF $4,692,338.00 AND $8,743,088.00, RESPECTIVELY, AND A PROJECTED TAX RATE 12.500% FOR THE RESIDENTIAL UNITS FOR BOTH TAX YEARS, THE ESTIMATED REAL ESTATE TAXES DUE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION (WHICH CONSISTS OF THE LATTER SIX MONTHS OF THE 2025/2026 TAX YEAR AND THE FIRST SIX MONTHS OF THE 2026/2027 TAX YEAR) WOULD BE APPROXIMATELY $839,714.00 FOR ALL OF THE RESIDENTIAL UNITS.

BASED UPON THE PROJECTED AGGREGATE 2025/2026 AND 2026/2027 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENTS FOR ALL THE ROOF DECK UNITS OF $52,012.00 AND $ 96,912.00, RESPECTIVELY, AND A PROJECTED TAX RATE 12.500% FOR THE ROOF DECK UNITS FOR BOTH TAX YEARS, THE ESTIMATED REAL ESTATE TAXES DUE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION (WHICH CONSISTS OF THE LATTER SIX MONTHS OF THE 2025/2026 TAX YEAR AND THE FIRST SIX MONTHS OF THE 2026/2027 TAX YEAR) WOULD BE APPROXIMATELY $9,308.00 FOR ALL OF THE ROOF DECK UNITS.

See Notes 8 and 9 of the Notes to Schedule A, located in Part I of the Offering Plan, for a full discussion of Sponsor projections of real estate taxes.

19. It is a special risk of this Offering Plan that Sponsor has reserved to itself or to Sponsor's designee, their successors or assigns, all unused transferable air rights and/or development rights (hereinafter "Unused Development Rights"). As against all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, Sponsor's designee, and/or their

successors and assigns, shall have the exclusive right to cause any part or all Unused Development Rights, which Sponsor is herein reserving for itself, its designee, and/or their successors and assigns, to be conveyed, transferred or otherwise assigned to any other adjoining premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended. Sponsor has also bound itself, its designee, and/or their successors and assigns from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) will allow any party, including Sponsor as the holder of Unsold Units, but excluding the Board of Managers of the Condominium, to build on or directly above the land and/or expand the Building.

With regard to (ii) above, the Sponsor, its designee, and/or their successors and assigns, may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such event, any construction by the Condominium shall (i) not increase the number of Units in the Building; (ii) be limited in scope to a minor alteration to a Unit and/or the Building; (iii) not have any material impact on the operating budget of the Condominium; (iv) not impact the Percentage of Common Elements allocated to any of the Units; and (v) be made only in accordance with the Condominium's Declaration and By-Laws and all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(af) of the Attorney General's Regulations. As used herein, "Unused Development Rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor and Sponsor's designee, their successors and assigns, will not build any further on or above the Property. Any and all consideration paid to Sponsor, its designee, and/or their successors and assigns in connection with a transfer of any Unused Development Rights shall be the sole and absolute property of the Sponsor, its designee, and/or their successors and assigns.

Based upon the approved Building Plans for the construction of the Building, there are approximately three thousand fifty-five (3,055) square feet of Unused Development Rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable air rights and/or development rights pertaining to the Property at that time. Until such time as the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development air rights and/or development rights that would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess air rights and/or development rights.

As a result of Sponsor's reservation of Unused Development Rights for itself, its designee, and/or their successors and assigns, the Building may not be expanded without the purchase of said rights from Sponsor, Sponsor's designee, and/or their successors and assigns. Additionally, the transfer of such development rights to adjoining premises may allow the owner of an adjoining

premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

At the closing of title to a Unit, Purchasers shall appoint the Sponsor, Sponsor's designee, and/or their successors and assigns as their attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, Sponsor's designee, and/or their successors and assigns, in whole or part, of the Unused Development Rights which Sponsor has retained for itself, its designee, and/or their successors and assigns. See the section of the Offering Plan titled, "Reservation of Air and Development Rights," located in Part I of the Offering Plan for further details.

20. Construction is a complicated process requiring the coordination of numerous tasks, contractors, and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the construction process that warrant the taking of corrective action, including the repair or replacement or construction defects in order to satisfy Sponsor's obligations under the Offering Plan. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein, although substantial completion of the Building is anticipated to coincide with the commencement of the First Year of Condominium operation. It is anticipated that construction workers and related personnel will be at the Building from time to time, making adjustments, corrections, and otherwise completing construction of the Building. During this period, Purchasers should be aware that there may be increased levels of noise, traffic (pedestrian and vehicular), and smells, and that various Building systems, including water supply, HVAC, and elevators, may be undergoing completion work and may need to be shut down temporarily from time to time. Adjustments to windows, elevators, and other systems may require substantial time to be completed after the First Unit Closing. Additionally, the presence of scaffolding, hoists, or construction elevator shafts or similar temporary construction facilities may delay the Closing of title to certain Units or lines of Residential Units until such temporary construction facilities are removed. During the construction period, Sponsor shall provide increased site supervision and monitoring, and construction shall only be performed during those hours permitted by applicable law.

With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit and/or Roof Deck Unit or otherwise be relieved from any obligation under the Purchase Agreement: (i) as a result of any of the conditions described above, including but not limited to interruption of services in the Building, presence of scaffolding or other temporary construction facilities, or presence of workers or continuation of construction at the Building; or (ii) in the event of non-completion of any item on construction on any projected date, provided that no conditions described above shall render the premises uninhabitable. See the section of the Offering Plan located in Part I, titled "Rights and Obligations of Sponsor," for further details.

21. Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as the storage spaces, the bicycle storage room, lounge, gym, and common roof terrace area) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, the interim level of staffing will at all times be adequate to maintain the Building during this period. It is anticipated that during these periods of reduced services, there shall be no reduction in the amount of Common Charges assessed against the Units, unless Sponsor has elected to make "in lieu" payments in accordance with its rights reserved in the Offering Plan. See the section of the Plan titled "Notes to Schedule B" in Part I of the Offering Plan for further details.

22. Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as **Exhibit A** to the Purchase Agreement which is included in Part II of the Offering Plan. See the section of the Offering Plan titled, "Procedure to Purchase," located in Part I for further details.

23. Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by December 31 of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. However, even though the Sponsor is in control of the Board of Managers, the cost of such inspection report will be a Common Expense of the Condominium. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall continue to be a Common Expense.

24. Amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980, later known as Local Law 11 of 1998, and now known as the Façade Inspection Safety Program, or "FISP") passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a FISP inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law. The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within thirty (30) days with the option of a ninety (90) day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit,

but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five (5) year period between mandatory inspections. As a result of the new construction of the Building, the completed Building will require regular five (5) year inspections in accordance with FISP. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building, and therefore shall not be required during the First Year of Condominium operation. Thereafter, the Building must be inspected in accordance with FISP's five (5) year cycle.

It is a special risk of the offering that although not budgeted for the first year of Condominium Operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners. See the Notes to Schedule B located in Part I of the Offering Plan for further details.

25. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, terrace, and/or yard. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

26. No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Prior to and for eighteen (18) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale, or resell the Unit. This provision is to survive closing of title to the Unit. See the Section of the Offering Plan titled, "Assignment of Purchase Agreements," set forth in Part I, for further details.

27. Prospective Purchasers of a Roof Deck Unit are advised that the construction of a Roof Deck Unit may or may not be completed prior to the closing date of a particular Residential Unit. In such event, the Purchaser of a Residential Unit shall be required to close title to his or her Residential Unit and Roof Deck Unit regardless of the fact that the Roof Deck Unit is not completed and available for use by such Residential Unit Owner. However, that portion of the total purchase price of the Unit allocated to the Roof Deck Unit will be held in escrow by Sponsor's attorneys until the date that such Roof Deck Unit is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Roof Deck Units prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building.

Additionally, it shall be in the sole discretion of Sponsor as to which Purchasers will be allowed to purchase a Roof Deck Unit and whether a Purchaser will be allowed to purchase more than one (1) Roof Deck Unit. Roof Deck Units will not be sold on a first (1st) come, first (1st)

served basis, but at the sole discretion of Sponsor. The Purchase Price of the Roof Deck Unit (as defined in the form Purchase Agreement set forth in Part II of the Plan) is deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the Purchase Price for the Residential Unit for the purpose of computing any applicable transfer taxes. A reservation and a ten percent (10%) or, if applicable, a fifty percent (50%) deposit for the right to enter into a purchase agreement for a Roof Deck Unit must be made at the time a Purchaser executes a Purchase Agreement for a Residential Unit. For Purchasers who are required to make a ten percent (10%) deposit, an additional ten percent (10%) deposit will also be required pursuant to the terms of the form Purchase Agreement set forth in Part II of the Offering Plan.

Sponsor makes no representation that the size of a Roof Deck Unit set forth in Schedule A, will accommodate the items which a Purchaser intends to store a Roof Deck Unit. Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Roof Deck Unit under contract) to reconfigure, change, combine, relocate and/or modify any Roof Deck Unit, including, but not limited to, increasing the number of Roof Deck Units, in its sole discretion in order to sell, assign and/or lease any Roof Deck Unit.

Other than a Roof Deck Unit owned by Sponsor or a Sponsor-designee, a Roof Deck Unit may only be owned in conjunction with the ownership of a Residential Unit. With regard to a Roof Deck Unit owned by the Sponsor or a Sponsor-designee, the lease of a Roof Deck Unit owned by Sponsor or Sponsor-designee does not require the simultaneous ownership by such Unit Owner of a Residential Unit. However, the Sponsor or a Sponsor-designee will only sell a Roof Deck Unit to a Residential Unit Owner.

28. It is a special risk of this Offering Plan that the Approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit.

The approximate gross square footage of the Units is measured horizontally on their respective floor from the exterior side of the glass or the exterior side of the exterior walls of the Building to the centerline of the interior walls and partitions separating one Unit from another Unit, or the exterior side facing Common Elements of the interior walls and partitions separating a Unit from common corridors, common stairways, common elevators and elevator shafts, mechanical equipment spaces, and other Common Elements. Columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits (whether located within the Unit or along the perimeter of the Unit) are not deducted from the approximate gross square foot area of these Units; however, common corridors, common stairways, common elevators and elevator shafts, mechanical equipment spaces, and other Common Elements located outside of these Units are not included in the square footage calculations for these Units.

The approximate square footage of each Roof Deck Unit horizontally consists of the area between the exterior face of the parapets or railing enclosing such areas to the centerline of the fencing separating a Roof Deck from other Roof Decks or the Common Elements located at the main roof terrace of the Building. Measured vertically, each Roof Deck Unit will consist of the space from the exposed face of the floor to a measured height of ten (10) feet above such exposed floor.

Measured vertically, all Units, with the exception of Roof Deck Units, will consist of the space on each floor of the Building from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

The approximate cubic square footage of each storage space that is part of a Residential Unit horizontally and vertically consists of the area between the interior components enclosing such areas and accounts for the approximate cubic square footage within such storage space.

The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of any private balcony, yard or terrace areas appurtenant to a Unit are not included in the Unit's floor areas.

As is customary in New York City, these gross square footages substantially exceed the useable floor area of each Unit.

The approximate exterior private balcony, yard or terrace areas are measured from the exterior face of the Unit wall to the exterior side of the walls, railings, or fencing delineating such areas, as may be applicable.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area, within reasonable tolerances, and layout of the Unit in question. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their Down Payments, together with all interest earned thereon.

Further, please note that the ceiling heights for the Units and/or Common Element as set forth in the "Description of Property and Specifications" in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property.

29. Notwithstanding anything in the Offering Plan to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as the owner of any Unsold Units, may decide to delay the commencement of Common Charges and that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest or Contributing Share, as the case may be), of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. A temporary Certificate of Occupancy must be issued and kept current in order to reside in the Unit.

In the event that Sponsor or its designee as the owner of any Unsold Units elects to have Sponsor make such in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, and during the period that Sponsor controls the Board of Managers, there will not be an assessment for any item set forth in the approved Budget of the Condominium. See the section of the Offering Plan titled, "Rights and Obligations of Sponsor," located in Part I for further details.

30. It is a special risk of this Offering Plan that the Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined. The use of the foregoing alternative security will be previously disclosed in an amendment to the Offering Plan.

Purchasers are advised that in New York City, newly renovated and newly constructed buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New

York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its Principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL USE ITS BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these under a New York. Furthermore, if Sponsor permits Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

31. The Unit Owners that have access to the private balconies and/or yards and/or terrace areas which are directly accessed from their respective individual Units are responsible for all ordinary maintenance and/or repairs of such private balconies and/or yards and/or terrace areas. See the section of the Plan titled "Declaration of Condominium" in Part II of the Offering Plan for further details.

32. Certain Units may be delivered with wood floors, which need to be maintained according to the manufacturer's recommendations. Wood is also subject to changes as a result of humidity as well as chipping, scratching and cracking. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear. Purchasers should refer to the website of the National Wood Flooring Association (http://www.nwfa.org/) for care instructions. See the section of the Plan titled "Description of Property and Specifications" in Part II of the Offering Plan for further details.

33. The First Year of Condominium operation is estimated to be January 1, 2026 through December 31, 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 Residential 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 closings for other Residential Units.

Purchasers should note that even if the First Unit Closing occurs on or before January 1, 2026 (or such other date projected as the date of commencement of the First Year of Condominium Operation at the time the Purchase Agreement was entered into) or within the twelve month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a

TCO has not been issued for such Units or for the floor on which such Units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise is compliance with its obligations under the Plan, Purchaser will not be entitled to a right to 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 Total Purchase Price for the Unit. PROSPECTIVE PURCHASERS 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 in connection with the First Unit Closing on or before twelve (12) months from January 1, 2026, affected Purchasers will be afforded the right of rescission.

See the Section of the Offering Plan titled "Description of Property and Improvements" in Part I of the Plan for further details.

34. It is a special risk of this Offering Plan that Sponsor and its designee(s) shall have the right, until the earlier of the tenth (10th) anniversary of the First Unit Closing or sale of all of the Units, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions with respect to any sales programs for Unsold Units. Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

See the section of the Offering Plan located in Part I titled "Sponsor's Rights and Obligations" for further details.

35. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. With respect to deductions related to ownership of a Residential Unit at the Condominium, please see the tax opinion by D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP ("Sponsor's Counsel"), set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." As set forth therein, it is the opinion of Sponsor's Counsel that a Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000.00 ($5,000.00 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code, as amended. The Federal limitation on the deduction for real estate taxes applies in the aggregate to 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 income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor nor Sponsor's Counsel make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

36. A Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In

addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers. See the section of the Offering Plan located in Part I titled "Rights and Obligations of Unit Owners" for further details.

There are lot-line windows in certain Units along the eastern façade of the Building (collectively, the "Lot-Line Windows"). Specifically, the Lot-Line Windows are located as follows:

Unit	Location
3C	Office
4C	Office
5C	Office
6C	Office
PH-C	Office

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. In the aforementioned Units containing one or more Lot-Line Windows, the legal light and air which is required for residential occupancy is being provided by the windows on the north, east and/or west façades. Lot-line windows (3' or less from the lot line) shall not be credited towards meeting the mandatory light and ventilation requirements, unless they meet the exception. All windows at the Building are fully compliant with all applicable building codes and regulations.

Pursuant to the By-Laws of the Condominium, located in Part II of the Offering Plan, in the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction is estimated to be $4,500 per window and shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Line windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

See the section titled "Terms of Sale" as located in Part I of the Offering Plan for further details.

37. It is a special risk of this Offering Plan that the form Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. See the section of the Offering Plan titled "Interim Use and Occupancy Agreement" set forth in Part I for further details.

38. It is a special risk of this offering plan that Sponsor is hereby authorized to endorse the Working Capital contribution checks payable to the Board of Managers until the promissory note between the Board of Managers and Sponsor to be executed at the First Unit Closing is paid in full. See the Section of the Offering Plan titled "Closing Adjustments with the Condominium Board" set forth in Part II of the Offering Plan.

39. It is a special risk of this Offering Plan that a Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Unit Owner has been offered. Such right of first refusal is hereinafter described in the section located in Part I of the Offering Plan titled "Rights and Obligations of Unit Owners."

40. It is a special risk of this Offering Plan that a Purchaser of a Unit shall pay the legal fee of Sponsor's attorneys in the amount of $4,000.00 per Unit, payable to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of Purchaser, Purchaser's attorney, Purchaser's lender, or title company. Furthermore, a legal fee of $750.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any.

41. It is a special risk of this Offering Plan that a Purchaser waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with the Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy, to the extent permissible under applicable law.

42. It is a special risk of this Offering Plan that under the terms of the Purchase Agreement, Sponsor and Purchaser acknowledge and agree to keep all of the terms and conditions of the Purchase Agreement confidential. Sponsor and Purchaser agree that any information which

is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

43. It is a special risk of this Offering Plan that Sponsor and/or Purchaser shall be excused from timely performing any obligation or undertaking provided for in this Purchase Agreement and/or under the Offering Plan, as amended, for so long as such performance is prevented, delayed or hindered by the following occurrences or similar or dissimilar occurrences which are not within the control of Sponsor: an act of God, weather, fire, flood, explosion, war, riot, sabotage, outbreaks, epidemics, pandemics, order(s) of public authority having jurisdiction implementing shelter-in-place rules, requirements and/or quarantine measures, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, government prohibitions, governmental restrictions, governmental orders, governmental preemptions or governmental approvals, strike, lockout, action of labor unions or any other cause. Purchaser's and Sponsor's time to perform such delayed obligations or undertakings shall be tolled for the length of time during which such performance and/or obligation was excused in accordance with this sub-paragraph or as otherwise determined in a final decision or order issued by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order (collectively, the "Tolling Period"). Any Tolling Period is subject to review by the New York State Department of Law and must be disclosed in an Amendment to the Offering Plan prior to becoming effective.

44. It is a Special Risk of this Offering Plan that with regard to any model unit, which Unit or Units ("Model Unit") shall be designated by Sponsor in Sponsor's sole and absolute discretion, such Model Unit shall be delivered by Sponsor to a Purchaser thereof in "AS IS" condition, including but not limited to, normal wear and tear. Sponsor shall have no further obligations with regard to any Model Unit. Additionally, Sponsor shall be under no obligation to repaint or repair anything in a Model Unit, including but not limited to, refinishing the floors in a Model Unit, repairing any appliance in a Model Unit or painting any room in a Model Unit.

45. Pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), 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 Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, or Staten Island; (3) the total purchase price is $300,000.00 or more; (4) the purchaser does not obtain a bank loan or 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, a funds transfer, or virtual currency. The Order affects all

residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., April 14, 2025, which date is subject to change by FinCEN. See the section titled "Procedure to Purchase" as located in Part I of the Offering Plan for further details.

46. It is a Special Risk of this Offering Plan that all maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the seven (7) individual condensing units respectively dedicated to Units 1A, 1B, 1C, 7A, 7B, 7C and 7D shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining Units shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit	Residential Units Served	Location
ACCU-A	1F, 3D, 4D, 5D, 6D	Bulkhead
ACCU-B-1	1E, 1D, 3C, 4C, 5C, 6C	Bulkhead
ACCU-B-2	1H, 1G, 3E, 4E, 5E, 6E	Bulkhead
ACCU-B-3	3B, 4B, 5B, 6B	Roof
ACCU-B-4	3A, 4A, 5A, 6A	Roof

47. The storage spaces at the cellar level of the Building may be used only for the storage of personal effects of said Unit Owner and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein.

The storage spaces may not be used as dwelling space: negligence to this requirement may result in violation placed against the Building which will be the obligation of the individual Unit Owner to remove.

The use of storage spaces shall also be subject to all provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium.

The Unit Owner understands that he/she shall store property in his/her storage space at his/her own risk, including, without limitation, of the possibility that the storage spaces may be damp or have water infiltration.

48. If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

49. It is a special risk of this Offering Plan that pursuant to the Condominium Declaration and By Laws, Owners of a Roof Deck Unit shall, at all times, use the Roof Deck Unit only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored on the Roof Deck Unit. A Unit Owner, their servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration, By-Laws and any and all rules and regulations of the Condominium for the Building as the Board and/or its agents may from time to time adopt.

50. In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). The principals of Sponsor who have executed the Certification expressly disclaim the existence of any private right of action in connection with or arising from their execution of the Certification. As decided by the unanimous appeals court in the recent case entitled Board of Managers of 184

Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al., 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), Appellate Division, First Department, individual principals of a sponsor are not personally liable for claims (as described in the case and pleadings) by individual unit owners or the Condominium Board to the extent such claims are premised solely on alleged violations of an offering plan and the certification of sponsor and principals contained in the offering plan, absent liability under another statute or under an alter-ego or other veil-piercing theory.

51. If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a PCO is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the written consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a PCO has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a TCO or PCO caused by alterations made by such Unit Owner. Nevertheless, the obligation to obtain the PCO remains that of Sponsor and its principals. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the certificate of occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws. See the Sections of the Offering Plan titled, "Rights and Obligations of Unit Owners" and "Rights and Obligations of Sponsor," set forth in Part I, for further details.

52. The Sponsor reserves the right to substitute for any of the materials or any of the construction procedures specified in the Building Plans, the Description of Property and Building Specifications or elsewhere in the Plan, with materials which are of equal or better quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment and procedures described in this Plan and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are equal to or of better quality and design and/or similar construction procedures for any of those set forth in the specifications or otherwise in this Plan. Sponsor will not amend the Plan each time it makes such substitutions.

53. Seller agrees to pay the commission earned by the Broker under any Purchase Agreement, pursuant to a separate agreement between Seller and the Broker. Purchaser agrees that

should any claim be made against Seller or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Seller and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. See the form "Purchase Agreement" in Part II of the Offering Plan for more details.

54. The recreation rooms that are part of certain Residential Units 1A, 1B and 1C, at the cellar level, are not ADA accessible, as there is no access to the common corridor and elevator at the cellar level and are non-habitable, and may not be rented independently, as they are not meant for cooking, living, eating or sleeping purposes, and such use of the accessory use space is prohibited by the Zoning Resolution of the City of New York, as amended. Furthermore, rooms at the cellar level have less light and air than rooms above the cellar level and are more susceptible to dampness. Similarly, rooms within certain Residential Units labeled as "Office" are non-habitable, accessory use only, and are not permitted to be used as a bedroom for sleeping.

55. For Units 1D, 1E, 1F, 1G, and 1H, the upper floor sleeping lofts open-to-below spaces as double-height space in such Residential Units must remain open as-built, and may not be infilled to create additional floor area. The sleeping loft area on the upper floor of these Units is not a conventional bedroom. New York City Department of Buildings labels these spaces as "sleeping lofts" but labels Units 1D, 1E, 1F, 1G, and 1H as one-bedroom Units.

56. It is a Special Risk that as of the Date of Acceptance for Filing of this Offering Plan, the approved plans for the Building, as accepted by the New York City Department of Buildings ("DOB"), do not match the floor plans provided herein under the Section entitled, "Floor Plans and Unit Plans" in Part II of this Offering Plan. Currently, a Post-Approval Amendment to the approved plans ("PAA") is under review at DOB and is expected to be accepted for filing. The revisions contained in such PAA are disclosed in detail at the end of the "Description of Property and Building Specifications" Section in Part II of this Offering Plan. Notwithstanding the foregoing, no Unit closings shall occur until after the approval of the PAA by DOB. An amendment to the Offering Plan disclosing such PAA approval must also be accepted for filing by the NYS Department of Law prior to any Unit closings.

INTRODUCTION

General

Cadence 51/52 Development LLC, a Delaware limited liability company authorized to conduct business in New York, hereinafter the "Sponsor," presents this Plan with the intention of setting forth herein all material information relating to the conversion to Condominium ownership of the land and building being newly constructed (the "Building") located at 349 West 51st Street, New York, New York (A/K/A354 W 52nd Street NY, NY 10019). Specifically excluded from such conversion are any unused transferable air rights and/or development rights pertaining to the land and Building, which rights are being reserved by Sponsor for itself, its designee, and/or their successors and assigns. See the section of the Plan titled "Reservation of Air and Development Rights," located hereinafter. The Property consists of one (1) parcel of land which is currently one (1) zoning lot, and one (1) tax lot on the assessment roll of the City of New York. The Building will be built on this one (1) parcel of land which is currently designated as a single tax lot, Lot 54 of Block 1042 on the Tax Map of the Borough of New York, County of New York, City and State of New York (the "Tax Map").

The land, Building and appurtenances are hereinafter sometimes referred to as the "Property" and/or the "Condominium". The Plan may be amended from time to time to reflect changes in the terms of the offering when such amendment is filed with the New York State Department of Law. The Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of five (5) Residential Units, which represents a minimum of at least fifteen percent (15%) of the total number of anticipated Units in the Condominium. The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of twenty-six (26) Residential Units, which represents a minimum of at least eighty percent (80%) of the total number of anticipated Units in the Condominium. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase documents to Sponsor and/or the Selling Agent, and are not in default, (ii) Unit Owners and (iii) any other offeree who is required by law to receive such amendment. Service shall be by either personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth (5th) day subsequent to the date of mailing.

The Condominium will be organized pursuant to Article 9B of the Real Property Law of the State of New York, as amended, commonly known as the New York Condominium Act.

The Condominium

The land, and the Building thereon which is being newly constructed, is owned by Sponsor, which acquired the Property as vacant land, from David West 52 LLC, by deed dated April 18, 2023 and recorded on May 2, 2023 in CRFN 2023000108257, as to former lot 54, and from John Tamigi by deed dated July 31, 2023 and recorded on August 3, 2023 in CRFN 2023000195831, as to former lot 57. Cadence 51/52 Development LLC is the Sponsor of this Plan and has merged former lots 54 and 57 into current lot 54.

All of the aforementioned Residential Units and Roof Deck Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A. Schedule A is located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

It is noted that although it is the intent of Sponsor that all Residential Units and Roof Deck Units be offered for sale pursuant to this Offering Plan, Sponsor has reserved the right to lease certain Units to tenants after Consummation of the Plan. In such an event, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies. If Sponsor leases certain Residential Units and/or Roof Deck Units to tenants and such Units are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Residential Units and/or Roof Deck Units are offered subject to such tenancies. Since there are only eleven (11) Roof Deck Units being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Roof Deck Unit and how many Roof Deck Units are sold to an individual purchaser. A Roof Deck Unit will only be sold by Sponsor to a Purchaser of a Residential Unit. Currently, there is no timeline for withholding or releasing additional Residential Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted as the total number of Residential Units for purposes of such calculation.

Although Sponsor is not obligated to make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences (collectively, "owner-occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole and absolute discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented, after the Plan has been consummated, at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Purchasers should note that

in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares still owns a substantial ownership interest, which in some cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor has an ownership interest of ten percent (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 and investor ownership restrictions. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor sell or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Additionally, Sponsor is not limiting the conditions under which it will rent rather than sell Units after the Plan has been consummated, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Sponsor will not rent the withheld Units before consummation of the Offering Plan. Sponsor will determine the number of contracted-for Units required to declare the Offering Plan effective based upon the total number of anticipated Units in the Condominium, rather than the number of Units Sponsor initially offers. Sponsor will at all times offer at least fifteen percent (15%) of the total number of anticipated Units necessary to declare the Offering Plan effective. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investors" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(c) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Any advertising material that contains percentages of Units sold must calculate the percentage of Units sold using the total number of anticipated Units in the Condominium, rather than the number of Units offered at that time. Sponsor will amend the Offering Plan prior to offering withheld Units. There is no current timeline for the release of the withheld Units onto the market, however Sponsor's withholding of certain Units will not affect the timetable for the projected completion of the Condominium's amenities and services.

It is the intention of Sponsor to construct a new building at the Property. Sponsor shall submit the Property to the provisions of the Condominium Laws of the State of New York.

The Sponsor intends to construct a seven (7) story, plus a cellar level and a roof/bulkhead level building. The new building will be located on West 51st Street between 8th Avenue and 9th Avenue and will have its principal entrance on West 51st Street. Hereinafter the newly constructed seven (7) story building shall be referred to as the "Building." The Building is not in a landmarked district.

The newly constructed Building shall be comprised of thirty-two (32) residential units (the "Residential Units"), eleven (11) Roof Deck Units, plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Of the thirty-two (32) Residential Units, thirteen (13) will have one (1) bedroom, or sleeping lofts, twelve (12) will have two (2) bedrooms, and seven (7) will have three (3) bedrooms.

The cellar level of the Building will contain the lower level of three (3) triplex units known as Unit 1A, Unit 1B and Unit 1C (the "Townhouse Units"). Each Townhouse Unit will be connected to their upper levels by interior stairs, for the exclusive use of their respective Unit Owners. The cellar level of the Building will also contain Common Elements including tenant storage areas, which contain a total of thirty-two (32) individual storage spaces which will be a part of individual Residential Units, a bicycle storage room, gym, yoga studio, coworking space and remote conferencing space, electrical meter room, gas meter room, water meter room, fire pump room, detention tank, package room, refuse room, any trash compactor machinery, telecom room, a half bathroom, one (1) elevator at the core of the Building, elevator pit, common corridors, two (2) staircases at the core of the Building that run from the cellar level to the main roof of the Building. The first floor of the Building will contain the second level of the three (3) Townhouse Units, as well as the lower level of five (5) duplex Units, and Common Elements including the Building's entry, the lobby, vestibule, common corridors, reception desk, an entryway courtyard corridor with an entrance on West 51st Street, an elevator lobby, mailboxes, one (1) elevator, two (2) staircases at the core of the Building and a refuse room with trash chute. The second floor of the Building will contain the upper level of each of the three (3) Townhouse Units and the upper level of each of the five (5) duplex Units and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The third floor through sixth floor of the Building will each contain five (5) Residential Units and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The seventh floor of the Building will contain the lower level of four (4) Residential Units known as Unit PHA, Unit PHB, Unit PHC and Unit PHD (the "Penthouse Units") and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The roof level of the Building will consist of the upper level of the four (4) Penthouse Units, eleven (11) Roof Deck Units Common Elements including a common recreational roof terrace, outdoor kitchen, a utility room, elevator control room, telecom room, an elevator lobby, common

corridors, one (1) elevator and two (2) staircases. The bulkhead level of the Building will consist of the elevator machine room, a mechanical deck and the bulkhead of the common staircases and roof structure, as well as the bulkhead of the interior staircases for the Penthouse Units. Some of the Units will have at least one (1) private balcony and/or yard and/or terrace area and/or storage space either directly accessed from or adjacent to such Unit, or accessed through the General Common Elements of the Building. Each Penthouse Unit will be connected to their respective private terraces at the main roof of the Building by interior stairs, for the exclusive use of their respective Unit Owners. Such balcony and/or yard and/or terrace areas and/or storage space shall be a Limited Common Element for the exclusive use of that Unit Owner. The tenant storage areas located at the cellar level which contain a total of thirty-two (32) individual storage spaces which will be part of certain Units as set forth on Schedule A.

There will be one (1) passenger elevator at the central core of the Building, which will run from the cellar level to the roof level. There will be two (2) sets of stairs that will run from the cellar level to the roof level of the Building, providing egress to the Building's lobby. The elevators, elevator shafts and pits, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the common recreational roof terrace area and outdoor kitchen at the roof level, the entryway courtyard corridor at the first floor and the bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and storage area at the cellar level there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, the Building does not have balconies, yards or terrace areas other than the private balconies, yards or terrace areas, and the common recreational roof terrace area, described above.

There is no public or common laundry room at the Building. The Residential Units will each be provided with a laundry closet with individual hook-ups and will include one (1) electric washer and one (1) electric dryer.

The Sponsor projects that new construction of the Building should be completed by the end of December, 2025. Pursuant to the New York City Building Code, the class of construction for the Building is Class I-B Non-Combustible. A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as the storage spaces, the bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and common roof terrace area) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, the interim

level of staffing will at all times be adequate to maintain the Building during this period. See the section of the Plan titled "Notes to Schedule B" in Part I of the Offering Plan for further details.

Parts I and II of the Plan, including all Schedules, and Parts A, B, C and D of the Exhibits, constitute the entire offer of Sponsor. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the sales office, at all times such office is open or, in the event there is no sales office, at the offices of the Sponsor. Copies of the Plan and all amendments thereto will also be available for inspection and copying at a reasonable charge at the Office of the Attorney General located at 28 Liberty Street, 16th Floor, New York, NY 10005-1413. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing and provide him or her with a copy of this Offering Plan.

Features of Condominium Ownership

The Purchaser of a Residential Unit, hereinafter referred to either as a "Unit Owner" or "Residential Unit Owner," owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in the Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York.) The Residential Unit Owner owns the Unit in fee and is entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roofs, (hereinbefore and hereinafter called "Common Elements"). Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York ("the Condominium Act"). Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements." The Plan provides that individually defined private balconies and/or yard and/or terrace areas and/or storage spaces either directly accessed from or adjacent to such Residential Unit, or accessed through the General Common Elements of the Building, shall be Limited Common Elements for the exclusive use of individual Residential Unit Owners. Other than the private balconies and/or yard and/or terrace areas as described above, there are no other private balconies and/or yard and/or terrace areas at the Property. Other than the common terrace area and entryway courtyard corridor described above, any other yard, courtyard and/or areaways at the Building are not intended for public use and shall be subject to the sole discretion of the Board of Managers of the Condominium. Additionally, storage rooms located at the cellar level, containing individual storage rooms therein, are for the exclusive use of individual Residential Unit Owners.

A Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. With respect to the Residential Units, the By-Laws state that a first mortgage or second mortgage shall be either with an institutional lender, the Sponsor, a family member, business associate or employer, or a selling Residential Unit Owner. Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall not be permitted to condition their purchase of a Unit upon their obtaining a loan. All Purchase Agreements shall not be contingent upon financing pursuant to the terms of the Offering Plan. A mortgage may be made with a reputable private lender other than the Sponsor or selling Unit Owner subsequent to the obtaining of the written permission of either the Sponsor, prior to Sponsor's relinquishing control of the Board of Managers, or the Board of Managers. No Residential Unit Owner shall be permitted to encumber his Unit with a third mortgage. His Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units.

A Residential Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Owner has been offered. Such right of first refusal is hereinafter described in the section located in Part I of the Offering Plan titled "Rights and Obligations of Unit Owners," subject to the terms of the Declaration and By-Laws. He can alter and decorate the interior of his Unit in any way he desires, subject to local codes, and he is obligated for the cost of his own interior decoration, maintenance and repair after closing. Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Residential Unit Owner, like a home owner, may, under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him., subject, however, to certain exceptions and limitations that are more particularly set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." The Board of Managers of the Condominium will assess against each Unit Owner, in proportion to his respective percentage of Common Interest, as defined in the section of the Plan titled "Definitions," charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Section 339(i) and 339-m and each Unit Owner shall be obligated to pay such Common Charges. Each Unit Owner will pay for all electricity consumed within his own Unit, the charges for which shall be separately metered.

Since the storage spaces are located at the cellar level of the Building, the Sponsor and Board cannot make any representation that the storage spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the storage spaces. Residential Unit Owners who place items in the storage spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the storage spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Further, Sponsor makes no representation that the size of a storage space will accommodate the items which a Purchaser intends to store in the storage space.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, the Rules and Regulations and any other requirements of the Board of Managers. Each Unit Owner will also be responsible for maintaining his own Unit and for making repairs within his own Unit. The cost of maintenance and repair of the Common Elements shall be shared by all Unit Owners as provided above. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements which are not Limited Common Elements. Each Unit Owner shall also be responsible for obtaining and bearing the cost of casualty and liability insurance in connection with his respective Unit. The Board of Managers shall have the duty of obtaining casualty and liability insurance, on behalf of the Condominium, with respect to the Building as a whole.

The Board of Managers of the Condominium shall be elected by the Unit Owners with the number of votes allocated to each Unit Owner determined by their percentage of Common Interest. The Board of Managers shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the section of the Offering Plan entitled "Rights and Obligations of Board of Managers/Summary of By-Laws" located in Part I of the Plan for further discussion.

Units may be purchased either by natural persons over the age of eighteen (18) years or by a duly formed partnership, or corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

THE PURCHASE OF A CONDOMINIUM 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

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as "Linden Lane", being newly constructed at 349 West 51st Street, A/K/A 354 West 52nd Street, New York, New York.
"Common Charges"	-	Each Unit Owner's proportionate share of the Common Expenses (as defined in the Condominium Documents), payable by the individual Unit Owner.
"Common Elements"	-	All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.
"Common Expenses"	-	(a) Expenses of operation of the Property, and (b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, "Condominium" specifically refers to "Linden Lane."
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.
"Declaration"	-	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.
"Eligible Holder"	-	A holder, insurer or guarantor of a first mortgage on a Unit. BSP ODF II FINANCE, LLC together with its successors and assigns, will also be deemed an Eligible Holder.
"Equal or Better Quality"	-	This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.

"Facility" or "Facilities" - As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

"Filing" - Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.

"First Unit Closing" - The first closing of title with a bona fide purchaser of a Residential Unit.

"Floor Plans" - The floor plans of the Units certified by a licensed engineer or registered architect, and filed in the Register's Office of New York County simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Elements" - The General Common Elements include, without limitation:

(1) The land on which the Building is physically erected, including any rear or side yard areas, if any, and all other lands

comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Except as otherwise provided herein, yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor and/or a Sponsor-designee;

(2) At the cellar and first floor through the seventh floor and roof level: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls (except to the extent included below as Limited Common Elements); those portions of the walls and partitions dividing a Unit from the corridors, the elevator shaft, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Unit, fire staircases, stairs, vestibules, if any, or lobbies not within a Unit (except to the

extent included below as Limited Common Elements); the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit is attached; all cellar areas which are not included within a Unit and which are not specifically designated below as Limited Common Elements;

(3) Roof bulkheads and roof areas which are not for the exclusive use of a particular Unit or Units, the use of which shall be at the sole discretion of the Board of Managers; skylights and/or glass enclosures, if any, other than those directly over Units;

(4) Service corridors, fire corridors, halls, stairs, and stairway areas located at all levels of the Building which are beyond the unexposed face of the dry walls or blockwork, brickwork, masonry or concrete work of the walls enclosing a Unit and are not specifically designated below as a Limited Common Element;

(5) Storage, utility, and mechanical rooms and areas, if any, located at all levels of the Building and which are not part of a Unit or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the drywalls or blockwork, brickwork, masonry or concrete work enclosing a Unit; all areas which are not specifically designated below as a Limited Common Element and not part of a Unit;

(6) The sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon; the service entrances to the Building, if any; the entrances to and exits from the Building, including any handicapped ramp adjacent thereto,

together with any canopies, which are not part of a particular Unit or which are not specifically designated as a Limited Common Element;

(7) The mechanical rooms or other utility rooms located at the cellar level and main roof/bulkhead level of the Building, including, but not limited to, storage rooms, any superintendent's office, bathroom, fire pump room, sprinkler room, telecommunication room, the electric meter room, any closets, water meters, electric meters, pumps and other equipment in the cellar, and any and all other cellar or other areas of the Building and Facilities which are not designated as part of a Unit or a Limited Common Element;

(8) The refuse room together with any compactor machinery, if any, and related Facilities located at the cellar level of the Building; the refuse rooms and trash chutes located on all floors of the Building, all of which shall be used in a manner to be determined by the Board of Managers in its sole discretion;

(9) The elevator, elevator machinery, the elevator shaft and pit; the elevator switch room, the elevator bulkhead and elevator machine room, if any, for the elevator, together with all Facilities related thereto, located on any floor or roof of the Building;

(10) The elevator lobbies, together with any compactor chute access room and/or trash room, mechanical rooms or equipment closets, if any, located on all floors of the Building and all Facilities related thereto;

(11) The vestibule and lobby to the Building together with the adjoining mail area and mailboxes for the Units located therein, and any package room or storage room;

(12) The residential storage areas at the cellar level of the Building. Each storage space which is part of a Residential Unit shall be made available for the exclusive use of an individual Unit Owner. The use of any such storage space shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers;

(13) The bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and half bathroom located at the cellar level and the entryway courtyard corridor with an entrance on West 51st Street at the first floor of the Building, the use of which shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(14) The residential common terrace area and outdoor kitchen located at the main roof level of the Building which shall be for the exclusive use of all of the Unit Owners in a manner to be determined by the Board of Managers. The use of the common terrace area and outdoor kitchen shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(15) All installations and Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Units and/or the General Common Elements;

(16) All sewer pipes and drainage pipes, sprinkler systems and standpipe systems; the detention tank;

(17) Those portions of the roofs located at any level of the Building and those portions of the land, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, any ventilation or air-conditioning equipment or other related Facilities, if any, which service the Units and/or the General Common Elements;

(18) The heating equipment or hot water heaters or equipment, if any, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service the Units and/or the General Common Elements;

(19) Any piping and/or ductwork which is necessary for the functioning of the heating equipment or hot water heaters or equipment, if any, ventilation and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service the Units and/or the General Common Elements;

(20) Any and all windows of the Building which are not part of a particular Unit;

(21) All street vaults, if any. To the extent there are any charges for said vault areas, such charges shall be paid by all of the Unit Owners as a Common Expense;

(22) Any common tanks, common water and cooling towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use; and

(23) All other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board. Until its loans encumbering the Property and the Unsold Units are satisfied, BSP ODF II FINANCE, LLC shall be named Insurance Trustee.

"Land" - All that certain tracts, plots, pieces and parcels of land situate, lying and being in City of New York, County of New York and State of New York as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities, including, if applicable, the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of an individual Unit Owner(s):

(1) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance,

repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(2) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired, wood-burning or ventless, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner; The maintenance, repair and replacement of such fireplace, including any flue and/or ductwork attached thereto, if any, shall be the responsibility of the individual Unit Owners of such Units;

(3) The private terrace areas, private balconies and private yards, together with any walls, plantings railings, or fencing delineating such area, which are adjacent to or directly accessed from a particular Unit, as delineated on the Floor Plans. Nonstructural, ordinary repairs and maintenance of the private terrace areas, private balconies and private yards, together with any walls, railings, plantings or fencing which delineates such area, shall be the responsibility of the individual Unit Owner who has the exclusive use thereof; and

(4) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment and units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), including condensing unit ACCU-A, as to Units 1F, 3D, 4D, 5D, and 6D; ACCU-B-1 as to Units 1E, 1D, 3C, 4C, 5C, and 6C; ACCU-B-2 as to Units 1H, 1G, 3E, 4E, 5E, and 6E; ACCU-B-3 as to Units 3B, 4B, 5B, and 6B; and ACCU-B-4 as to Units 3A, 4A, 5A, and 6A.

"Majority"	-	Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	-	A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.
"Offering Plan"	-	The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".
"Operation of the Property"	-	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"PCO"	-	Refers to a permanent certificate of occupancy issued by the Department of Buildings of the City of New York.
"Person"	-	A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor, its designee, and/or their successors and assigns, as attorney- in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

(iii) the Sponsor, its designee, and/or their successors and assigns, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, its designee, and/or their successors and assigns, in whole or part, of the unused transferable air rights and/or development rights which Sponsor has retained for itself, its designee, and/or their successors and assigns.

"Property" - Means and includes the Land, the Building and all other improvements thereon, (i) owned in fee simple absolute, (ii) all easements, rights and appurtenances belonging thereto, and (iii) all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase a Residential Unit and is not in default thereunder.

"Recording officer" and "Recording" or "Recorded"	-	Shall have the meanings stated in section Two Hundred Ninety of the New York State Real Property Law.
"Residential Unit"	-	A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.
"Residential Units"	-	Collectively, all the apartments in the Building.
"Residential Unit Owner"	-	Means the person, persons or entity owning a Residential Unit in fee simple absolute.
"Roof Deck Unit"	-	Refers to the individual roof deck, at the main roof terrace area of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there are eleven (11) Roof Deck Units. A Roof Deck Unit may also be referred to as a Roof Terrace Unit.
"Roof Deck Units"	-	Collectively, all of the Roof Deck Units in the Building. Roof Deck Units may also be referred to as Roof Terrace Units.
"Roof Deck Unit Owner"	-	The Person owning a particular Roof Deck Unit in fee simple absolute.
"Rules and Regulations"	-	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Brown Harris Stevens Development Marketing, LLC is the Selling Agent pursuant to the terms of the Offering Plan.
"Sponsor"	-	The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; Cadence 51/52 Development LLC is the Sponsor of this Offering Plan.

"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee in relationship to the Units which such Sponsor-designee owns shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall be deemed to be a Sponsor with the rights and obligations of a Sponsor only in relationship to the Units which such Sponsor-designee owns. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and obligations and any such designee shall also be deemed a "Sponsor-designee."
"Storage Spaces"	-	Refers to the individual storage spaces located at the cellar level of the Building which will be part of certain Residential Units for the exclusive use of a Residential Unit Owner.
"TCO"	-	Refers to a temporary certificate of occupancy issued by the Department of Buildings of the City of New York.
"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private balcony and/or private yard and/or private terrace areas and/or storage space. Any access stair located within a Unit which is for the exclusive use of the Unit Owner thereof shall be deemed a part of the Unit. Further, any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

“Unit Deed”	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
“Unit designation”	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.
“Unit Owner”	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units.
“Unsold Units”	-	Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property consists of one (1) parcel of land which is currently one (1) zoning lot, and one (1) tax lot on the assessment roll of the City of New York. The Building will be built on this one (1) parcel of land which is currently designated as a single tax lot, Lot 54 of Block 1042 on the Tax Map of the Borough of New York, County of New York, City and State of New York (the "Tax Map"). The site is approximately 11,732 square feet, with approximately 20 feet of frontage on West 51st Street and approximately 93 feet of frontage on West 52nd Street.

The Sponsor is currently in the process of planning the new construction of a building to be located at the Premises and intends to submit the Property to the provisions of the Condominium Laws of the State of New York. When established, the Condominium will comply with, and be organized pursuant to, Article 9B of the Real Property Law of the State of New York, as amended, commonly known as the New York Condominium Act.

The Sponsor intends to construct a seven (7) story, plus a cellar level and a roof/bulkhead level building. The new building will be located on West 51st Street between 8th Avenue and 9th Avenue and will have its principal entrance on West 51st Street. Hereinafter the newly constructed seven (7) story building shall be referred to as the "Building." The Building is not in a landmarked district.

The newly constructed Building shall be comprised of thirty-two (32) residential units (the "Residential Units"), eleven (11) Roof Deck Units, plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Of the thirty-two (32) Residential Units, thirteen (13) will have one (1) bedroom, or sleeping lofts, twelve (12) will have two (2) bedrooms, and seven (7) will have three (3) bedrooms.

The cellar level of the Building will contain the lower level of three (3) triplex units known as Unit 1A, Unit 1B and Unit 1C (the "Townhouse Units"). Each Townhouse Unit will be connected to their upper levels by interior stairs, for the exclusive use of their respective Unit Owners. The cellar level of the Building will also contain Common Elements including tenant storage areas, which contain a total of thirty-two (32) individual storage spaces which will be a part of individual Residential Units, a bicycle storage room, gym, yoga studio, coworking space and remote conferencing space, electrical meter room, gas meter room, water meter room, fire pump room, detention tank, package room, refuse room, any trash compactor machinery, telecom room, a half bathroom, one (1) elevator at the core of the Building, elevator pit, common corridors, two (2) staircases at the core of the Building that run from the cellar level to the main roof of the Building. The first floor of the Building will contain the second level of the three (3) Townhouse Units, as well as the lower level of five (5) duplex Units, and Common Elements including the Building's entry, the lobby, vestibule, common corridors, reception desk, an entryway courtyard corridor with an entrance on West 51st Street, an elevator lobby, mailboxes, one (1) elevator, two (2) staircases at the core of the Building and a refuse room with trash chute. The second floor of

the Building will contain the upper level of each of the three (3) Townhouse Units and the upper level of each of the five (5) duplex Units and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The third floor through sixth floor of the Building will each contain five (5) Residential Units and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The seventh floor of the Building will contain the lower level of four (4) Residential Units known as Unit PHA, Unit PHB, Unit PHC and Unit PHD (the "Penthouse Units") and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The roof level of the Building will consist of the upper level of the four (4) Penthouse Units, eleven (11) Roof Deck Units Common Elements including a common recreational roof terrace, outdoor kitchen, a utility room, elevator control room, telecom room, an elevator lobby, common corridors, one (1) elevator and two (2) staircases. The bulkhead level of the Building will consist of the elevator machine room, a mechanical deck and the bulkhead of the common staircases and roof structure, as well as the bulkhead of the interior staircases for the Penthouse Units. Some of the Units will have at least one (1) private balcony and/or yard and/or terrace area and/or storage space either directly accessed from or adjacent to such Unit, or accessed through the General Common Elements of the Building. Each Penthouse Unit will be connected to their respective private terraces at the main roof of the Building by interior stairs, for the exclusive use of their respective Unit Owners. Such balcony and/or yard and/or terrace area and/or storage spaces shall be a Limited Common Element for the exclusive use of that Unit Owner. The tenant storage areas located at the cellar level which contain a total of thirty-two (32) individual storage spaces which will be part of certain Units, as set forth on Schedule A.

There will be one (1) passenger elevator at the central core of the Building, which will run from the cellar level to the roof level. There will be two (2) sets of stairs that will run from the cellar level to the roof level of the Building, providing egress to the Building's lobby. The elevators, elevator shafts and pits, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the common recreational roof terrace area and outdoor kitchen at the roof level, the entryway courtyard corridor at the first floor and the bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and storage area at the cellar level there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, the Building does not have balconies, yards or terrace areas other than the private balconies, yards or terrace areas, and the common recreational roof terrace area, described above.

There is no public or common laundry room at the Building. The Residential Units will each be provided with a laundry closet with individual hook-ups and will include one (1) electric washer and one (1) electric dryer.

The Sponsor projects that new construction of the Building should be completed by the end of December, 2025. Pursuant to the New York City Building Code, the class of construction

for the Building is Class I-B Non-Combustible. A certificate of occupancy will be obtained by the Sponsor upon final completion of the project. While Sponsor may close Units under a temporary certificate of occupancy, the obligation to obtain the permanent certificate of occupancy remains that of Sponsor and its principals.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as the storage spaces, the bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and common roof terrace area) may not be available during the First Year of Condominium Operation. These services will be available no later than twelve (12) months from the First Unit Closing. However, the interim level of staffing will at all times be adequate to maintain the Building during this period. See the section of the Plan titled "Notes to Schedule B" in Part I of the Offering Plan for further details.

The building superstructure for the residential building consists of 8" and 10" concrete slabs. Lateral forces are resisted by structural concrete shear walls at the elevator and stair core as well as along the east and west lot line walls. Reinforced concrete columns convey gravity loads down to the building foundations.

The building is founded on rock. The foundations are reinforced concrete, which is comprised of spread footings under columns, continuous footings under foundation walls, and a mat foundation under the elevator, stair core and shear walls. The cellar slab is a pressure slab designed to resist hydrostatic uplift. Rock anchors were installed to provide additional uplift anchorage for overturning due to lateral forces on the overall building. The foundation slab waterproofing consists of a continuous waterproofing membrane on a mud slab. The vertical portions of the foundation have a continuous waterproofing membrane, ½" drainage mat, and 2" XPS rigid insulation.

The exterior windows will be 1" double glazed windows. All exterior windows will be caulked. The windows will be thermally broken aluminum windows. Fixed and operable casement windows will be painted aluminum frames and be thermally broken. Windows will be installed with in-swing casement-type operable windows with and will be installed with window guards

There are lot-line windows in certain Units along the eastern façade of the Building (collectively, the "Lot-Line Windows"). Specifically, the Lot-Line Windows are located as follows:

Unit	Location
3C	Office

4C	Office
5C	Office
6C	Office
PH-C	Office

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. In the aforementioned Units containing one or more Lot-Line Windows, the legal light and air which is required for residential occupancy is being provided by the windows on the north, east and/or west façades. Lot-line windows (3' or less from the lot line) shall not be credited towards meeting the mandatory light and ventilation requirements, unless they meet the exception. All windows at the Building are fully compliant with all applicable building codes and regulations.

Pursuant to the By-Laws of the Condominium, located in Part II of the Offering Plan, in the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction is estimated to be $4,500 per window and shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Line windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

There are two types of roofing assemblies – an IRMA roofing assembly occurs over the main roof level; a conventional roofing assembly occurs at all bulkhead roofs. The IRMA roofing membrane will be installed directly on the roof deck substrate, which will be positively sloped to pitch to drains. Drainage board will rest directly on the membrane and be covered by 6" thick minimum loose laid extruded polystyrene insulation. The insulation will be covered with filter fabric. Pavers mounted on adjustable pedestals will top the assembly to provide an accessible surface for residences. A roofing vapor barrier membrane will be installed directly on the roof deck substrate of the bulkheads. Tapered 6" thick minimum polyisocyanurate insulation will then be fastened or adhered over the roof deck and vapor barrier. A high density coverboard is then fastened or adhered over the insulation followed by the roofing membrane. Walkway pads will be provided along paths expected to receive heavy traffic for the maintenance of bulkhead rooftop mechanical equipment.

The outdoor terraces for the residential units on the Cellar, Ground and roof will have a 24" x24" concrete paver and pedestal system.

The building envelope consists of several systems: reinforced cast-in-place concrete, heave gauge metal framed walls, and Concrete masonry walls. Finish materials include modular, Norman size, masonry brick, painted metal composite, and exterior insulation finish system. Inward face of parapet walls will be finished with Stucco from the counter flashing at the roofing membrane to the underside of the coping.

Domestic water will be supplied through one (1) domestic water service pipe connecting the New York City water main to the Building. Water and sewerage services are provided for by the City of New York, and the cost of consumption thereof in all of the Units and in the Common Elements shall be commonly metered as a Common Expense of all of the Unit Owners. A new 3" domestic water service and a new 4" fire water service will be provided to service the building. The domestic water service for the residential area will be metered and provided with an approved backflow prevention device. The water meter and backflow preventer are located in the cellar and installed in accordance with the New York City Department of Environmental Protection requirements. All water lines shall be insulated in accordance with NYC Energy code requirements. Insulation will range between 1" and 1-½" and will be made of fiberglass. Hot water for the residential portion of the building shall be recirculated via a Taco pump, model 0011 at 15GPM with 18ft of head, or equivalent. The pump will have a minimum 1-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor. The water supply pressure will be boosted with a duplex domestic booster system consisting of duplex pumps each rated for 80 gpm at 150 PSI, 5 HP, with a 79 gallon cushion tank, Wilo Model CO-Helix – NSF 61/372, or equivalent. The pumps shall come with a 1-year manufacturer's warranty and will be covered by a 1-year guarantee for all materials and labor. There will be one (1) or more water meters at the Building. The building shall utilize a combined 8" sanitary and storm sewer connected to the New York City Department of Environmental Protection Street main on West 52nd Street. Storm drainage is diverted to a storm detention tank located at the cellar level and gravity drained at Department of Environmental Protection acceptable flow rate to the combined sewer as required by the New York City Department of Environmental Protection.

Electrical service to the building is provided by Con Edison, with Residential Unit distribution being individually sub-metered by a residential sub-meter assembly and technology provided and managed by Quad Logic. All public lighting and power in the common elements will be metered by a house meter.

Unit air conditioning units are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code. The system is a variable refrigerant air-cooled split system consisting of roof mounted condensing units and corresponding indoor air handling units. Conditioned air is distributed via ductwork to the rooms in the apartment. Air is returned to the unit via combination of return ductwork and ceiling plenum. The units are specified to be high efficiency with minimum SEER =17.2 and non-ozone depleting refrigerant R410A or equal.

The heating system's design is adequate to maintain comfortable conditions and complies with New York State Energy Code. All ductwork, interior and exterior, shall be insulated as per NYC energy code requirements. Where insulation is required, indoor ductwork should have a minimum R-6 insulation rating, exterior insulation will have a minimum R-8 insulation value. Insulation materials will be comprised of fiberglass with a thickness ranging between 1-1/2 and 2 inches.

All maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the seven (7) individual condensing units respectively dedicated to Units 1A, 1B, 1C, 7A, 7B, 7C and 7D shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining Units shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit	Residential Units Served	Location
ACCU-A	1F, 3D, 4D, 5D, 6D	Bulkhead
ACCU-B-1	1E, 1D, 3C, 4C, 5C, 6C	Bulkhead
ACCU-B-2	1H, 1G, 3E, 4E, 5E, 6E	Bulkhead
ACCU-B-3	3B, 4B, 5B, 6B	Roof
ACCU-B-4	3A, 4A, 5A, 6A	Roof

The Building will have no gas service.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

Construction of the Building is projected to be substantially completed by the end of December 2025. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class I-B Non-Combustible, which means the structure will be constructed entirely from materials that do not ignite or burn easily. A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

Any additional custom work requested by Purchaser which is agreed to by Sponsor in its sole discretion, shall be deemed custom work under the Purchase Agreement and the cost thereof is in addition to the total purchase price. The Down Payment to be made by Purchaser upon execution of a Purchase Agreement shall be increased by the entire cost and expense of the custom work. Pursuant to the terms of the Purchase Agreement, all custom work is to be performed by Sponsor's contractors. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been disbursed or are required to pay for the custom work.

Superintendent Services will be provided 5 days per week, 4 hours per day, with on-call services 24 hours per day, 7 days per week. There will be one full-time porter, working 5 days a week, 8 hours a day. Two full-time concierges, each working 5 days a week, 8 hours a day. One additional full-time concierge working 2 days, 16 hours a day. See "Schedule B – Projected Budget" for more details.

Sponsor shall obtain a temporary or permanent "Class A" residential Certificate of Occupancy which shall cover each Residential Unit prior to the closing of title to such Unit.

For further details, please see the "Description of Property and Specifications" located in Part II of the Plan.

Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by December 31 of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. However, even though the Sponsor is in control of the Board of Managers, the cost of such inspection report will be a Common Expense of the Condominium. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall continue to be a Common Expense.

Additionally, recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any

unsafe condition in a building's exterior walls revealed during a Local Law 10 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law. The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the option of a 90-day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. As a result of the height of the completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building much be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The Condominium is located on the north side of West 51st Street between 8th and 9th Avenues.

The Midtown West area provides a wide choice of cultural activities, with ready access to shopping of all kinds, recreational facilities, medical services and transportation.

Transportation:

The surrounding area is well serviced by transportation facilities. The local subway stations are located on 8th Avenue at 50th Street and 51st Street (C & E), and on Broadway between 50th Street and 51st Street (#1). Convenient bus service runs along 8th Avenue (M20 and M104), 9th Avenue (M11) and 49th Street and 50th Street (M50). All provide service throughout New York City. The subway offers a direct connection to Grand Central Terminal, Times Square and many of the city's other subway and passenger train lines. Three major airports, Kennedy International and La Guardia in New York and Newark International in New Jersey, are located within 15 miles, providing domestic and international air service.

Schools:

(The following represents the current districting. The Sponsor makes no representation as to which schools will be available to residents of the Condominium.)

High Schools
M544 Independence High School, 850 10th Avenue
M400 High School for Environmental Studies, 444 West 56th Street

Middle Schools
M933 City Knoll Middle School, 440 W. 53rd Street

Elementary Schools
P.S. 111, 440 W. 53rd Street
P.S. 212 Midtown West, 328 W. 48th Street
Success Academy Hell's Kitchen, 439 W. 49th Street
P.S. 452, 210 West 61st Street

Religious:

There are houses of worship of most major denominations in the immediate vicinity of the Property.

Parks/Recreation:

Central Park is located at 59th Street between Fifth Avenue and Central Park West. DeWitt Clinton Park is between 52nd Street and 54th Street and between 10th Avenue and 11th Avenue. Hell's Kitchen Park is on 10th Avenue between 47th Street and 48th Street. Gutenberg Playground is located on 49th Street between 9th Avenue and 10th Avenue.

Public Library:

A branch of the New York Public Library is located at 742 10th Avenue, between 50lh Street and 51st Street.

Hospitals:

Mount Sinai West, 1000 10th Avenue, New York, NY.

Municipal Services:

The New York City Sanitation Department is located at 811 10th Avenue.

Police, fire, water and sanitation services will be provided by the City of New York. The Police Department's Midtown North Precinct is located at 306 West 54th Street between 81h and 9th Avenues. The Fire Department's Engine Company 54 is located on 8th Avenue between 48111 Street and 49th Street. The public streets surrounding the Building will be maintained and cleaned of snow by the City of New York.

Postal:

The zip code for the Property is 10019.The Post Office is located at 322 West 52nd Street, New York NY.

Zoning:

The Building lies in an RS zoning district, permitting residential, community facility and certain commercial uses.

The Sponsor or its principals do not have at this time any right or option to acquire, in whole or part, any adjacent areas in whole or part. To Sponsor’s knowledge, there are currently no other plans for development projects that will be adjacent to or directly across the street from the Property. Based upon the approved Building Plans for the construction of the Building, there are approximately three thousand fifty-five (3,055) square feet of Unused Development Rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable air rights and/or development rights pertaining to the Property at that time. Until such time as the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development air rights and/or development rights that

would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess air rights and/or development rights.

As a result of Sponsor's reservation of Unused Development Rights for itself, its designee, and/or their successors and assigns, the Building may not be expanded without the purchase of said rights from Sponsor, Sponsor's designee, and/or their successors and assigns. Additionally, the transfer of such development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

LINDEN LANE CONDOMINIUM

LOCATED AT 349 WEST 51ST STREET (A/K/A 354 WEST 52ND STREET) 9/29/2025

NEW YORK, NEW YORK 10019

SCHEDULE A

Estimated Offering Prices and Related Information

All Projected Charges are for the Twelve-Month Period

Commencing January 1, 2026 – December 31, 2026 ("First Year")

Unit	Unit Description: Number of Bedrooms & Baths, Etc.^^	Total Approximate Square Footage of Unit*	Approx. Sq. Ft. of Exterior Areas	Approx. Cubic Sq. Ft. of Storage Areas**	Offering Price	% of Common Interest	Residential % of Common Interest	Estimated Annual/ Common (First Year)	Estimated Monthly Charges	Estimated Annual/ Real Est (First Year)	Estimated Monthly ate Taxes	Estimated Annual/ Real Est Upon 100%	Estimated Monthly ate Taxes Completion	Estimated Monthly Carrying Charges (First Year)	Estimated Annual Carrying Charges (First Year)
(1)	(2)	(3)			(4)	(5)	(6)	(7)		(8)		(9)		(10)	(10)
1A	3 BD/2 Bth/(2) 0.5 Bth/Tx/P/Y/S	2,786	1120	45	$ 4,400,000.00	5.1044%	5.2591%	$35,674.60	$2,972.88	$44,161.14	$3,680.09	$57,475.63	$4,789.64	$6,652.98	$79,835.74
1B	2 BD/2 Bth/(2) 0.5 Bth/Tx/P/Y/S	2,284	742	45	$ 3,750,000.00	4.3021%	4.4822%	$30,067.33	$2,505.61	$37,637.33	$3,136.44	$48,984.91	$4,082.08	$5,642.06	$67,704.67
1C	3 BD/2 Bth/(2) 0.5 Bth/Tx/P/Y/S	2,642	727	45	$ 4,250,000.00	5.0466%	5.0798%	$35,270.64	$2,939.22	$42,655.64	$3,554.64	$55,516.23	$4,626.35	$6,493.86	$77,926.28
1D	SLBD/1.5 Bth/L/Dx/S	1,105	0	45	$ 1,795,000.00	2.1214%	2.1455%	$14,826.26	$1,235.52	$18,015.74	$1,501.31	$23,447.44	$1,953.95	$2,736.83	$32,841.99
1E	SLBD/1.5 Bth/L/Dx/S	969	0	45	$ 1,625,000.00	1.9205%	1.9423%	$13,422.10	$1,118.51	$16,309.51	$1,359.13	$21,226.79	$1,768.90	$2,477.63	$29,731.61
1F	SLBD/1.5 Bth/L/Dx/S	976	0	45	$ 1,495,000.00	1.7668%	1.7869%	$12,348.33	$1,029.03	$15,004.75	$1,250.40	$19,528.65	$1,627.39	$2,279.42	$27,353.08
1G	SLBD/1.5 Bth/L/Dx/S	952	0	45	$ 1,600,000.00	1.8909%	1.9124%	$13,215.60	$1,101.30	$16,058.60	$1,338.22	$20,900.23	$1,741.69	$2,439.52	$29,274.20
1H	SLBD/1.5 Bth/L/Dx/S	1,154	0	45	$ 1,800,000.00	2.1273%	2.1514%	$14,867.56	$1,238.96	$18,065.92	$1,505.49	$23,512.76	$1,959.40	$2,744.46	$32,933.48
3A	2 BD/2.5 Bth/O/S	1,477	0	45	$ 2,700,000.00	3.1909%	3.2272%	$22,301.33	$1,858.44	$27,098.88	$2,258.24	$35,269.14	$2,939.09	$4,116.68	$49,400.21
3B	3 BD/2.5 Bth/O/S	1,653	0	45	$ 3,350,000.00	3.9691%	4.0041%	$27,740.06	$2,311.67	$33,622.68	$2,801.89	$43,759.85	$3,646.65	$5,113.56	$61,362.75
3C	1 BD/1.5 Bth/O/S	975	0	45	$ 1,650,000.00	1.9500%	1.9722%	$13,628.59	$1,135.72	$16,560.43	$1,380.04	$21,553.36	$1,796.11	$2,515.75	$30,189.02
3D	2 BD/2 Bth/O/S	1,124	0	45	$ 2,300,000.00	2.7182%	2.7491%	$18,997.43	$1,583.12	$23,084.23	$1,923.69	$30,044.08	$2,503.67	$3,506.81	$42,081.66
3E	1 BD/1.5 Bth/O/S	980	0	45	$ 1,650,000.00	1.9500%	1.9722%	$13,628.59	$1,135.72	$16,560.43	$1,380.04	$21,553.36	$1,796.11	$2,515.75	$30,189.02
4A	2 BD/2.5 Bth/O/B/S	1,481	92	45	$ 2,800,000.00	3.3091%	3.3467%	$23,127.31	$1,927.28	$28,102.54	$2,341.88	$36,575.40	$3,047.95	$4,269.15	$51,229.85
4B	3 BD/2.5 Bth/O/B/S	1,653	77	45	$ 3,425,000.00	4.0677%	4.0937%	$28,429.43	$2,369.12	$34,375.43	$2,864.62	$44,739.55	$3,728.30	$5,233.74	$62,804.87
4C	1 BD/1.5 Bth/O/S	975	0	45	$ 1,700,000.00	2.0091%	2.0319%	$14,041.58	$1,170.13	$17,062.26	$1,421.85	$22,206.49	$1,850.54	$2,591.99	$31,103.84
4D	2 BD/2 Bth/O/S	1,124	0	45	$ 2,325,000.00	2.7477%	2.7789%	$19,203.93	$1,600.33	$23,335.15	$1,944.60	$30,370.64	$2,530.89	$3,544.92	$42,539.07
4E	1 BD/1.5 Bth/O/S	982	0	45	$ 1,700,000.00	2.0091%	2.0319%	$14,041.58	$1,170.13	$17,062.26	$1,421.85	$22,206.49	$1,850.54	$2,591.99	$31,103.84
5A	2 BD/2.5 Bth/O/B/S	1,481	92	45	$ 2,825,000.00	3.3387%	3.3766%	$23,333.80	$1,944.48	$28,353.46	$2,362.79	$36,901.97	$3,075.16	$4,307.27	$51,687.26
5B	3 BD/2.5 Bth/O/B/S	1,653	77	45	$ 3,500,000.00	4.1766%	4.1512%	$29,190.09	$2,432.51	$34,858.21	$2,904.85	$45,367.88	$3,780.66	$5,337.36	$64,048.30
5C	1 BD/1.5 Bth/O/S	975	0	45	$ 1,725,000.00	2.0386%	2.0618%	$14,248.07	$1,187.34	$17,313.17	$1,442.76	$22,533.06	$1,877.75	$2,630.10	$31,561.25
5D	2 BD/2 Bth/O/S	1,124	0	45	$ 2,375,000.00	2.8068%	2.8387%	$19,616.91	$1,634.74	$23,836.98	$1,986.41	$31,023.78	$2,585.31	$3,621.16	$43,453.89
5E	1 BD/1.5 Bth/O/S	982	0	45	$ 1,725,000.00	2.0386%	2.0618%	$14,248.07	$1,187.34	$17,313.17	$1,442.76	$22,533.06	$1,877.75	$2,630.10	$31,561.25
6A	2 BD/2.5 Bth/O/B/S	1,481	92	45	$ 2,850,000.00	3.3682%	3.4044%	$23,540.30	$1,961.69	$28,587.22	$2,382.27	$37,206.21	$3,100.52	$4,343.96	$52,127.52
6B	3 BD/2.5 Bth/O/B/S	1,653	77	45	$ 3,575,000.00	4.2852%	4.2710%	$29,949.49	$2,495.79	$35,864.18	$2,988.68	$46,677.16	$3,889.76	$5,484.47	$65,813.68
6C	1 BD/1.5 Bth/O/S	975	0	45	$ 1,750,000.00	2.0682%	2.0917%	$14,454.57	$1,204.55	$17,564.09	$1,463.67	$22,859.62	$1,904.97	$2,668.22	$32,018.66
6D	2 BD/2 Bth/O/S	1,124	0	45	$ 2,425,000.00	2.8659%	2.8983%	$20,029.90	$1,669.16	$24,337.43	$2,028.12	$31,675.11	$2,639.59	$3,697.28	$44,367.33
6E	1 BD/1.5 Bth/O/S	982	0	45	$ 1,750,000.00	2.0682%	2.0917%	$14,454.57	$1,204.55	$17,564.09	$1,463.67	$22,859.62	$1,904.97	$2,668.22	$32,018.66
PHA	2 BD/2.5 Bth/Dx/O/B/T/S	1,572	490	45	$ 3,550,000.00	4.2955%	4.2211%	$30,021.02	$2,501.75	$35,445.17	$2,953.76	$46,131.81	$3,844.32	$5,455.52	$65,466.19
PHB	3 BD/2.5 Bth/Dx/B/T/S	1,737	494	45	$ 3,950,000.00	4.6840%	4.7312%	$32,736.64	$2,728.05	$39,728.55	$3,310.71	$51,706.62	$4,308.89	$6,038.77	$72,465.19
PHC	2 BD/2.5 Bth/Dx/O/T/S	1,631	417	45	$ 3,700,000.00	4.3029%	4.4210%	$30,072.93	$2,506.08	$37,123.76	$3,093.65	$48,316.49	$4,026.37	$5,599.72	$67,196.68
PHD	2 BD/2.5 Bth/Dx/O/T/S	1,575	378	45	$ 3,650,000.00	4.3652%	4.4120%	$30,508.34	$2,542.36	$34,715.56	$2,892.96	$45,182.23	$3,765.19	$5,435.32	$65,223.90
Residential Totals:		44,237	4,875	1,440	$83,665,000.00	98.9037%	100.000%	$691,236.97	$57,603.08	$837,377.95	$69,781.50	$1,089,845.64	$90,820.47	$127,384.58	$1,528,614.92

Unit	Unit Description: Number of Bedrooms & Baths, Etc.^^ (2)	Total Approximate Square Footage of Unit* (3)	Approx. Sq. Ft. of Exterior Areas	Approx. Cubic Sq. Ft. of Storage Areas**	Offering Price (4)	% of Common Interest (5)	Residential % of Common Interest (6)	Estimated Annual/ Common (First (7))	Monthly Charges Year)	Estimated Annual/ Real Est (First (8))	Monthly ate Taxes Year)	Estimated Annual/ Real Est Upon 100% (9))	Monthly ate Taxes Completion	Estimated Monthly Carrying Charges (First Year) (10)	Estimated Annual Carrying Charges (First Year) (10)
RT 1	Roof Terrace Unit	N/A	253	N/A	$100,000.00	0.1182%		$825.98	$68.83	$979.79	$81.65	$1,275.16	$106.26	$150.48	$1,805.76
RT 2	Roof Terrace Unit	N/A	136	N/A	$75,000.00	0.0843%		$589.17	$49.10	$734.84	$61.24	$956.37	$79.70	$110.33	$1,324.01
RT 3	Roof Terrace Unit	N/A	136	N/A	$75,000.00	0.0843%		$589.17	$49.10	$734.84	$61.24	$956.37	$79.70	$110.33	$1,324.01
RT 4	Roof Terrace Unit	N/A	235	N/A	$100,000.00	0.1165%		$814.22	$67.85	$979.79	$81.65	$1,275.16	$106.26	$149.50	$1,794.01
RT 5	Roof Terrace Unit	N/A	315	N/A	$100,000.00	0.1191%		$832.39	$69.37	$979.79	$81.65	$1,275.16	$106.26	$151.01	$1,812.18
RT 6	Roof Terrace Unit	N/A	288	N/A	$100,000.00	0.1183%		$826.80	$68.90	$979.79	$81.65	$1,275.16	$106.26	$150.55	$1,806.59
RT 7	Roof Terrace Unit	N/A	146	N/A	$75,000.00	0.0843%		$589.17	$49.10	$734.84	$61.24	$956.37	$79.70	$110.33	$1,324.01
RT 8	Roof Terrace Unit	N/A	146	N/A	$75,000.00	0.0843%		$589.17	$49.10	$734.84	$61.24	$956.37	$79.70	$110.33	$1,324.01
RT 9	Roof Terrace Unit	N/A	146	N/A	$75,000.00	0.0843%		$589.17	$49.10	$734.84	$61.24	$956.37	$79.70	$110.33	$1,324.01
RT 10	Roof Terrace Unit	N/A	146	N/A	$75,000.00	0.0843%		$589.17	$49.10	$734.84	$61.24	$956.37	$79.70	$110.33	$1,324.01
RT 11	Roof Terrace Unit	N/A	289	N/A	$100,000.00	0.1184%		$827.89	$68.99	$979.79	$81.65	$1,275.16	$106.26	$150.64	$1,807.68
Roof Terrace Totals:		N/A	2,236	N/A	$950,000.00	1.0963%	N/A	$7,662.30	$638.53	$9,308.00	$775.67	$12,114.00	$1,009.50	$1,414.19	$16,970.30
Unit Grand Total:		44,237	7,111	1,440	$84,615,000.00	100.0000%		$698,899.27	$58,241.61	$846,685.95	$70,557.16	$1,101,959.64	$91,829.97	$128,798.77	$1,545,585.22

Total Offering

B - denotes private balcony

BD - denotes Bedroom(s)

Bth - denotes Bathroom(s)

Dx - denotes duplex

L - denotes sleeping loft

O - denotes office

P - denotes patio

S - denotes storage

SLBD - denotes sleeping loft BD

T - denotes private terrace(s)

Tx - denotes triplex

Y - denotes Yard

NA - denotes Not Applicable.

*The Cellar level of Unit 1A contains approximately 751 square feet of non-habitable, accessory use space, not meant for cooking, living or sleeping.

*The Cellar level of Unit 1B contains approximately 601 square feet of non-habitable, accessory use space, not meant for cooking, living or sleeping.

*The Cellar level of Unit 1C contains approximately 630 square feet of non-habitable, accessory use space, not meant for cooking, living or sleeping.

**The storage area space at the cellar level is non-habitable, accessory use space, not meant for cooking, living or sleeping.

^^Units 1D, 1E, 1F, 1G and 1H each contain a sleeping loft on their upper level. These are not conventional bedrooms. They contain a sleeping loft open to the living room.

NOTES TO SCHEDULE A

Offering Prices and Related Information

1. Set forth in column numbered (1), titled "Unit," is the Unit's designation in the Building and the Offering Plan.

2. Set forth in column numbered (2), titled "Unit Description: Number of Bedrooms & Baths, etc." is a description of the Unit's layout, including the number of bedrooms and bathrooms. Also set forth is whether a Unit has a private balcony and/or yard and/or terrace areas and/or storage space. The number of rooms in each type of Unit is set forth below and is not calculated on the basis of any industry standard. However, a modified version of the term "zoning room count" previously defined by the Zoning Resolution of the City of New York as amended, was used to determine the number of rooms. The zoning room count was modified by adding one-half room for accessory space. The recreation rooms that are part of certain Residential Units at the cellar level, are not meant for cooking, living, eating or sleeping purposes. Such use of the accessory use space is prohibited by the Zoning Resolution of the City of New York, as amended. Furthermore, rooms at the cellar level have less light and air than rooms above the cellar level and are more susceptible to dampness.

Bedroom Type	Rooms
Studio	2.0
One Bedroom	3.0
Two Bedroom	4.0
Three Bedroom	5.0

Some of the Residential Units have the exclusive use of private balcony and/or yard and/or terrace area and/or storage spaces either directly accessed from or adjacent to such Unit, or accessed through the General Common Elements of the Building.

Please see the section of the Plan entitled "Site Plan and Floor Plans," set forth in Part II, for more information regarding Unit layouts.

3. The Approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit.

The approximate gross square footage of the Units is measured horizontally on their respective floor from the exterior side of the glass or the exterior side of the exterior walls of the Building to the centerline of the interior walls and partitions separating one Unit from another Unit, or the exterior side facing Common Elements of the interior walls and partitions separating a Unit from common corridors, common stairways, common elevators and elevator shafts, mechanical equipment spaces, and other Common Elements. Columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits (whether located within the Unit or along the perimeter of the Unit) are not deducted from the approximate gross square foot area of these Units; however, common corridors, common stairways,

common elevators and elevator shafts, mechanical equipment spaces, and other Common Elements located outside of these Units are not included in the square footage calculations for these Units.

The approximate square footage of each Roof Deck Unit horizontally consists of the area between the exterior face of the parapets or railing enclosing such areas to the centerline of the fencing separating a Roof Deck from other Roof Decks or the Common Elements located at the main roof terrace of the Building. Measured vertically, each Roof Deck Unit will consist of the space from the exposed face of the floor to a measured height of ten (10) feet above such exposed floor.

Measured vertically, all Units, with the exception of Roof Deck Units, will consist of the space on each floor of the Building from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of any private balcony or yard or terrace areas appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages substantially exceed the useable floor area of each Unit.

The approximate cubic square footage of each storage space that is part of a Residential Unit horizontally and vertically consists of the area between the interior components enclosing such areas and accounts for the approximate cubic square footage within such storage space.

The approximate exterior private balcony or yard or terrace areas are measured from the exterior face of the Unit wall to the exterior side of the walls, railings, or fencing delineating such areas, as may be applicable.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area, within reasonable tolerances, and layout of the Unit in question. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their Down Payments, together with all interest earned thereon.

Further, please note that the ceiling heights for the Units and/or Common Element as set forth in the "Description of Property and Specifications" in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property.

4. The column numbered (4), titled "Offering Price," is the offering price of the Residential Unit and the Roof Deck Unit to Purchasers.

   Sponsor's right to make changes in offering prices is set forth in the section of the Plan titled "Changes in Prices or Units." Please note that purchase prices are technically negotiable, although Sponsor fully expects to receive those amounts set forth in the column titled "Offering Price."

   In addition to the purchase price, Purchaser will be responsible at closing of title for certain other expenses as explained in the section titled "Unit Closing Costs and Adjustments." Included in these costs is the Purchaser's contribution to the Working Capital Fund in the amount of two (2) months Common Charges for the Unit being purchased at the time of closing, payable to the Board of Managers of the Condominium. While general guidelines to certain expenses of Purchaser are approximated in such section, Sponsor is unable to approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors as the cost and size of a particular Unit, whether mortgage financing is obtained and Purchaser's attorney's fees. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit.

5. As set forth in column numbered (5), the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"). The aggregate Common Interest of all Units equals one hundred percent (100%).

6. As set forth in column numbered (6), these amounts reflect (i) each Residential Unit's "percentage share" of the Shared Common Expenses, plus the Residential Common Expenses to be paid by the Residential Unit Owners only, allocated to each Residential Unit in the proportion that the Common Interest of each Residential Unit bears to the aggregate Common Interests of all Residential Units. A Residential Unit Owner's Contributing Share is used to determine his, or her, or its, share of Common Charges to be paid pursuant to the "Projected Budget for the First Year of Condominium Operation." Each Unit's projected Common Charges for the First Year of Condominium operation are set forth in column numbered (7).

7. These estimates as set forth in column numbered (7) are based upon the "Projected Budget for the First Year of Condominium Operation," which was prepared for the year commencing January 1, 2026 and which will appear in Schedule B located in Part I of the Plan, hereinafter referred to as the "First Year." Included in these charges, amongst other costs, are the cost of insurance for the Property, repairs & maintenance for the common areas, electricity for the common areas, and gas and water usage for the Building. These charges do not include the cost of electricity for individual Units, which will be separately metered and billed by the utility company to each Unit Owner.

In addition to the aforementioned charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit, including, without limitation, the equipment and appliances contained therein; and (iii) the cost of any insurance covering (A) furniture, belongings, equipment and other personal property and (B) liability to others for personal injury or property damage as a result of occurrences in his Unit. Purchasers should reference the "Rights and Obligations of Unit Owners" section of Part I of the Plan for further information regarding insurance requirements for Unit Owners.

8. The estimates set forth in column numbered (8) are of real estate taxes due for each Residential Unit and Roof Deck Unit for the First Year of Condominium operation commencing on January 1, 2026 and ending December 31, 2026 ("First Year") are based upon the last six (6) months of the 2025/2026 tax year which commences July 1, 2025 and the first six (6) months of the 2026/2027 tax year which commences July 1, 2026. Estimates of real estate taxes due for the Units are based upon (i) the projected 2025/2026 and 2026/2027 assessed valuations for the Property as apportioned to all the Residential Units and Roof Deck Units, and (ii) projected tax rates for the 2025/2026 and 2026/2027 tax years. The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units and Roof Deck Units, and the projected tax rates, have been projected by DL Partners, 9 East 40th Street, 5th Floor, New York, NY 10016. A copy of DL Partners' letter is set forth in Part I of the Plan. DL Partners' letter projects that the tax year aggregate assessed valuation during the First Year of Condominium operation shall be $6,717,713.00 for the Residential Units and $74,462 for the Roof Deck Units.

   As stated above, Sponsor's projection of real estate taxes for all of the Residential Units and Roof Deck Units for the First Year of Condominium operation are based upon projections by DL Partners, which projected (i) the total taxable assessed valuation for the Residential Units upon partial completion of construction for the 2025/2026 tax year, assumed to be effective July 1, 2025, as $4,692,338.00, and upon 100% completion, assumed to be prior to January 5, 2026, with a projected post construction actual assessment for all the Residential Units, assumed to be effective July 1, 2026 for the 2026/2027 tax year, as $8,743,088.00, and (ii) the total taxable assessed valuation for the Roof Deck Units upon partial completion of construction for the 2025/2026 tax year, assumed to be effective July 1, 2025, as $52,012.00, and upon 100% completion, assumed to be prior to January 5, 2026, with a projected post construction actual assessment for all the Roof Deck Units, assumed to be effective July 1, 2026 for the 2026/2027 tax year, as $96,912.00.

   It is the last six (6) months of the projected 2025/2026 tax year and the first six (6) months of the 2026/2027 Actual Total Assessment of the Property, as apportioned to all of the Residential Units and Roof Deck Units, upon which real estate taxes for the First Year of Condominium operation have been based.

   Therefore, the real estate taxes for all of the Residential Units for the First Year of Condominium Operation are projected to be approximately $839,714.00, and the real estate

taxes for all of the Roof Deck Units for the First Year of Condominium Operation are projected to be approximately $9,308.00.

Another assumption is that each Unit will be assessed in direct proportion to each Unit's percentage of Common Interest as it bears to the aggregate percentage of Common Interest of all of the Residential Units and the Roof Deck Units. No warranties are made that the assessments of the individual Units amongst the various type Units will be arrived at in a manner stated above. The Department of Finance of the City of New York may arrive at individual Unit assessments (or the apportionment of the entire value of the Property) which are different from those projected by DL Partners and may use a methodology which varies from that set forth herein. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the initial Offering Plan or any amendment to the Offering Plan. In such event, Sponsor makes no representation as to what Purchase Prices the City would use.

There can be no assurance that there will not be a further increase in the assessed valuation of the Residential Units and/or the Roof Deck Units comprising the Property and/or an increase in the tax rate above those projected for the First Year of Condominium operation or subsequent years.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for the Property as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Property as apportioned to all the Residential Units.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow in the name of the Board of Managers, at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

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

9. Upon 100% completion of the construction by Sponsor, which is assumed to be prior to January 5, 2026 for assessment purposes, and the implementation of the post-construction actual total assessment of the Property, the post-construction actual assessed valuations for all of the Residential Units has been projected by DL Partners, Sponsor's Consultant, as $8,743,088.00, and for all of the Roof Deck Units has been projected by DL Partners, Sponsor's Consultant, as $96,912.00. These estimated annual/monthly real estate taxes are set forth in column numbered (9).

   Further, DL Partners has projected the tax rate for the Residential Units and the Roof Deck Units upon 100% completion to be 12.500%.

   BASED UPON THE PROJECTED AGGREGATE POST CONSTRUCTION TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS UPON 100% COMPLETION, AS SET FORTH ABOVE, AND THE PROJECTED TAX RATE OF 12.500%, THE REAL ESTATE TAXES DUE UPON 100% COMPLETION WOULD BE APPROXIMATELY $1,092,886.00 FOR ALL OF THE RESIDENTIAL UNITS. BASED UPON THE PROJECTED AGGREGATE POST-CONSTRUCTION TOTAL ASSESSMENT FOR ALL THE ROOF DECK UNITS UPON 100% COMPLETION, AS SET FORTH ABOVE, AND THE PROJECTED TAX RATE OF 12.500%, THE REAL ESTATE TAXES DUE UPON 100% COMPLETION WOULD BE APPROXIMATELY $12,114.00 FOR ALL OF THE ROOF DECK UNITS.

10. The figures in this column numbered (10) equal the sum of the Estimated Annual/Monthly Common Charges (First Year) and the Estimated Annual/Monthly Real Estate Taxes (First Year).

SCHEDULE B

**BUDGET FOR FIRST FULL YEAR OF OPERATION
OF LINDEN LANE CONDOMINIUM
COMMENCING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

(AMOUNTS STATED ARE IN $)

PROJECTED INCOME

COMMON CHARGES	(Note 1)	$698,899
TOTAL		$698,899

PROJECTED EXPENSES (Payable in monthly installments)

LABOR & RELATED	(Note 2)	$298,566
ELECTRIC	(Note 3)	$115,102
WATER & SEWER CHARGES	(Note 4)	$38,657
SERVICE CONTRACTS	(Note 5)	$65,538
REPAIRS, MAINTENANCE & SUPPLIES	(Note 6)	$10,500
INSURANCE	(Note 7)	$55,000
MANAGEMENT FEE	(Note 8)	$40,000
LEGAL & ACCOUNTING FEES	(Note 9)	$8,500
ADMINISTRATIVE & OTHER EXPENSES	(Note 10)	$3,500
REPLACEMENT RESERVE FUND	(Note 11)	$63,536
TOTAL	**(Note 12)**	**$698,899**

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 January 1, 2026 to December 31, 2026. The actual first year of Condominium operation may be earlier or later 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. Sponsor may not declare the Plan effective where there any material changes to the budget, if such material changes exceed the original projections by twenty-five (25%) percent or more and these changes have not been disclosed by a duly filed amendment to the offering plan.

(1) Common Charges: $698,899

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.

(2) Labor: $298,566

Contracted Superintendent Services will be provided 5 days per week 4 hours per day with on-call services 24 hours per day, 7 days per week. There will be one full-time porter, working 5 days a week, 8 hours a day. Two full-time concierges, each working 5 days a week, 8 hours a day. One additional full-time concierge working 2 days, 16 hours a day. Adding an additional 10% for Vacation, Sick, and Holidays (at a rate of 1.5x).

Part time Super - 20 hours per week - $60,000
Full time Porter - 40 hours per week - $60,000

Concierge Schedule - 7am-11pm (7 Days a week)
Concierge #1 - M-F 7am-3pm ($26/hr) - $54,080
Concierge #2 - M-F 3pm-11pm ($26/hr) - $54,080

Concierge #3 - S-S 7am-11pm (32 hours) ($26/hr) - $43,264
10% for Sick, Vacation, Holidays - $27,142

Such level of staffing complies with all applicable housing labor laws.

(3) Electricity: $115,102

This estimate is based on an estimate made as of October 29th, 2024, by EP Engineering, LLC located at 100 William Street, Suite 1205, New York, NY 10038, that light and power for the Common Areas as well as the mechanical equipment will be approximately 400,528.54KW/HR/YR at an annual cost of $.25KW/HR, a 10% inflation allowance and a 4.5% 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.

(4) Water and Sewer Charges: $38,657

This estimate is based on an estimate made as of October 29th, 2024, by EP Engineering, LLC located at 100 William Street, Suite 1205, New York, NY 10038, with water and sewer annual consumption of 332,381 Cu. Ft. at a rate of $11.63 per CCF.

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.

(5) Service Contracts: $65,538

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

Exterminating	$2,400
HVAC	$20,000
Elevator	$6,000
Intercom/Virtual Doorman	$7,544
Internet/Phone	$3,000

Fire Extinguishers	$1,000
Sprinklers + Fire Alarm	$10,594
Landscaping	$15,000
Total	$65,538

Contracted Superintendent Services will be provided 7 days per week 4 hours per day with on-call services 24 hours per day, 7 days per week. The Superintendent Service will clean and maintain the sidewalks and trash areas in front of the building and handle all snow removal. Such level of staffing complies with all applicable housing labor laws. Such level of staffing complies with all applicable housing labor laws.

HVAC - This estimate is based on an estimate made as of September 11th, 2024, by PI Mechanical, Corp. located at 354 W 52nd St, New York, NY 10019, that **PI Mechanical** will furnish labor to maintain the HVAC equipment in operating condition. Each month **PI Mechanical** will inspect, lubricate, adjust, repair or replace the items covered under normal wear and tear.
The price of this contract to perform semiannually (2 times a year) preventive maintenance and zero (0) service calls for **BASE BUILDING HVAC EQUIPMENT** only is twenty-five thousand dollars ($25,000.00) per year plus applicable tax.

Elevator - This estimate is based on an estimate made as of September 11th, 2024, by Rotavele Elevator Service Inc. ("RESI") located at 354-360 W 52nd St, New York, NY 10019, that **RESI** shall furnish all lubricants and materials. Each month **RESI** will inspect, lubricate, adjust, repair or replace the items covered under normal wear and tear.

Starting on a date after the initial certificate of occupancy has been issued for the building, and continuing for twelve months, the monthly rate shall be **$500.00 plus** tax, payable on or before the first day of each month.

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

(6) Repairs, Maintenance and Supplies: $10,500

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	$6,000
Total	$10,500

This estimate is based on the experience of Sponsor's budget expert, MD Squared Property Group, LLC, in operating comparable buildings.

(7) Insurance: $55,000

The insurance premiums are based on the letter, dated August 7th, 2024, from the York International Agency, LLC., located at 500 Mamaroneck Ave, Suite 220, Harrison, NY 10528.

The fire, casualty and general liability are on the terms set therein:

Property:

Building & Boiler and Machinery	$20,000,000.00
Cause of Loss Special Form	Included
Agreed Value / Replacement Cost	Included
Deductible	$10,000.00
Building Ordinance	Included
Demolition & Increased Cost of Construction	Included
Business Income / Extra Expense	Actual Loss Sustained (12 months)
Flood & Deductible	$1,000,000.00 / $50,000.00
Earthquake & Deductible	$1,000,000.00 / $100,000.00
Elevator Collision	Included

General Liability:

Each Occurrence (Bodily Injury/Property Damage)	$1,000,000.00
General Aggregate	$2,000,000.00
Personal Injury	$1,000,000.00
Employee Benefits Liability/Deductible	$1,000,000.00 / $1,000.00
Water Damage Legal Liability	Included
Non-Owned/Hired Auto	$1,000,000.00
Lead/Mold	Not Excluded

Fidelity Bond:

Employee Dishonesty & Deductible	$250,000.00 / $5,000.00
Managing Agents Rider	Included

Directors & Officers Liability:

Limit & Deductible	$1,000,000.00 / $5,000.00
Managing Agents Rider	Included

Umbrella:	
Limit	$5,000,000.00
Lead Exclusion/Mold Exclusion	Follow Form
Workers Compensation:	Statutory
Disability:	Statutory

The above is the insurance we are recommending to the Condominium located at 349 West 51st Street, New York, NY 10019.

This is a 7-story fire resistive building of approximately 50,000 square feet including the basement. It is understood the property upon completion will contain thirty-two (32) residential units and no commercial occupancy.

By carrying a $20,000,000 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 ensure that the amount of coverage carried is sufficient.

Based on the offering information, the building value of $20,000,000 is based on approximately 50,000 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 the First Year of Condominium operation is $55,000. 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 the time of the First Unit Closing.

(8) Management Fee: $40,000

Based on the management agreement to be entered into with MD Squared Property Group, LLC, having offices at 7 Pennsylvania Plaza Ste 601, New York, NY 10001, at or before the First Closing, it is expected that the Managing Agent will receive an annual fee of $40,000 for the First Year of Condominium Operations. The period of the initial management agreement shall be for one (1) year. This management fee reflects the prevailing cost for similar services. It is based on the size of the building, number of Residential Units, and the level of service to be provided. Reference should be made to the Section of the Plan entitled "Management Agreement and Other Contractual Arrangements" in the Offering Plan for further details of the Management Agreement. Such fees are in line with the level of service to be provided and the size of this Building, in comparison with Buildings of similar size. As noted in the "Identity of Parties" section in Part I of the Offering Plan, MD Squared Property Group, LLC is not an affiliate of Sponsor.

(9) Legal Fees and Auditing Fees: $8,500

Based upon the estimate of Matthew DiPasquale LLC, located at 572 Route 303 STE 3, Blauvelt, NY 10913, $7,500 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 ($1,000) has been estimated by MD Squared Property Group, LLC 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.

(10) Administrative and Other Expenses: $5,000

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.

(11) Replacement Reserve Fund: $63,536

In order to conform the budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, the Capital Reserve Fund is established to provide for the periodic maintenance, repair and replacement of the Common Elements as determined by the Condominium Board of Managers. The amount budgeted is calculated on the basis of ten percent (10%) of the total Budget for the First Year of Condominium operation. Sponsor makes no representation that this reserve fund will be, or is intended to be, adequate or sufficient to cover periodic maintenance, repair and replacement expenses of the Common Elements for the first or any subsequent year of Condominium operation. If such improvements, periodic maintenance or repairs and/or replacement are needed within that time period it is anticipated that they will be funded from this Reserve Fund together with the other line item expenses as set forth in the Budget. If additional funds are required over and above this Reserve Fund, it may be necessary to increase the Common Charges or institute a Special Assessment. See the section of the Plan titled "Reserve Fund and/or Working Capital Fund" located in Part I of the Plan for further details.

NEITHER THE DEPARTMENT OF LAW NOR ANY GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE MAJOR CAPITAL IMPROVEMENT REPLACEMENT RESERVE FUND.

The projections set forth in the Budget assume that the First Year of Condominium operation will begin on or about January 1, 2026, with no representation, however, of any Closing Date, being made in the Plan.

(12) Total Expenses: $698,899

IN THE OPINION OF MD SQUARED PROPERTY GROUP, LLC, 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 JANUARY 1, 2025. 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.

Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

SCHEDULE B-1
FOR FIRST FULL YEAR OF OPERATION
OF LINDEN LANE CONDOMINIUM
JANUARY 1, 2026 – DECEMBER 31, 2026

Individual Residential Unit Electric:

The cost of individual Residential Unit electric has been estimated as of October 29, 2024, by EP Engineering LLC located at 100 William Street, New York, NY 10038. The estimates set forth on the following pages for each Residential Unit are estimates of annual electric energy costs including, but not limited to, the Unit's air conditioning and heating, household appliances, washer and dryer, general power and lighting consumption.

The estimated average KWH per year per square foot and annual cost of electricity per square foot utilized by individual apartments are based on a projected rate of $0.25 per KWH. The following table sets forth the estimated annual costs of electricity for typical Residential Units:

UNIT	ANNUAL CONSUMPTION (KWH)	ANNUAL COST
Unit 1A	36,982.43 KWH	$9,245.61
Unit 1B	31,337.89 KWH	$7,834.47
Unit 1C	36,608.67 KWH	$9,152.17
Unit 1D	25,490.31 KWH	$6,372.58
Unit 1E	25,087.35 KWH	$6,271.84
Unit 1F	24,205.67 KWH	$6,051.42
Unit 1G	25,017.27 KWH	$6,254.32
Unit 1H	25,601.27 KWH	$6,400.32
Unit 3A	30,193.75 KWH	$7,548.44
Unit 3B	30,690.15 KWH	$7,672.54
Unit 3C	26,047.86 KWH	$6,511.97
Unit 3D	25,429.14 KWH	$6,357.29
Unit 3E	26,094.58 KWH	$6,523.65
Unit 4A	30,193.75 KWH	$7,548.44
Unit 4B	30,690.15 KWH	$7,672.54
Unit 4C	26,047.86 KWH	$6,511.97
Unit 4D	25,429.14 KWH	$6,357.29
Unit 4E	26,094.58 KWH	$6,523.65
Unit 5A	30,193.75 KWH	$7,548.44
Unit 5B	30,690.15 KWH	$7,672.54
Unit 5C	26,047.86 KWH	$6,511.97
Unit 5D	25,429.14 KWH	$6,357.29
Unit 5E	26,094.58 KWH	$6,523.65

Unit 6A	30,193.75 KWH	$7,548.44
Unit 6B	30,690.15 KWH	$7,672.54
Unit 6C	26,047.86 KWH	$6,511.97
Unit 6D	25,429.14 KWH	$6,357.29
Unit 6E	26,094.58 KWH	$6,523.65
Unit PHA	27,718.87 KWH	$6,929.72
Unit PHB	28,186.07 KWH	$7,046.52
Unit PHC	27,853.19 KWH	$6,963.30
Unit PHD	27,736.39 KWH	$6,934.10

Notes:

1. All estimated energy costs are anticipated to escalate by 5% per year.
2. The estimated cost for electricity consumption is based on current average value based on Rate EL1, Zone J, standard customer (including delivery charge & other misc. costs) at a rate of $0.25 per Kwh with 5% escalation. (Con Edison Rates SC 9-1).
3. All projected costs shown herein are estimated on the basis of past experience and engineering judgment.
4. The above estimations does not include maintenance cost and operating labor.

The projected rates are not guaranteed and it must be expected that these rates may increase with the passage of time and could be affected by many factors, which are beyond the control of the Sponsor. Purchasers should be advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants and weather conditions.

Costs can vary considerably depending upon actual usage, personal habits and maintenance of equipment in efficient operation condition as well as thermostat settings. These figures are not intended to be guaranteed.



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

March 14, 2025

The Board of Managers of
Linden Lane Condominium
349 West 51st Street (A/K/A 354 West 52nd Street)
New York, New York 10019

Re: **Linden Lane Condominium**
Premises: **349 West 51st Street (A/K/A 354 West 52nd Street)**
New York, New York 10019
(the "Property")

Gentlemen/Mesdames:

Cadence 51/52 Development LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained MD SQUARED PROPERTY GROUP, LLC ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate and brokerage business for over twenty-five (25) years and have been actively associated with sale and management of condominium and cooperative buildings.

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

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

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

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

Very truly yours,

MD SQUARED PROPERTY GROUP, LLC

By:_____
Name: Michael Mintz
Title: CEO

DLPARTNERS

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

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

TEL: 212.564.9800 | FAX: 212.564.9802
DLPARTNERSLAW.COM

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

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

OF COUNSEL
PAUL J. KORNGOLD

SENIOR COUNSEL
KELLYANN STANARD

SPECIAL COUNSEL
SUSAN M. SCHARBACH°

JANE S. JEONG
MEGAN A. WIRTZ

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

September 4, 2025

Cadence 51/52 Development LLC
c/o Cadence Property Group LLC
65 West 13th Street, 4th Floor
New York, New York 10011

Re: **Linden Lane Condominium**
Premises: 349 West 51st Street
(A/K/A 349 West 51st Street)
New York, New York 10019
(the "Condominium")

Gentlemen/Mesdames:

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

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by MD Squared Property Group, as set forth in its opinion contained

Re: Linden Lane Condominium
September 4, 2025

in the Plan as required by NYCRR Section 20.3(i). We have no independent investigation of the truth or accuracy of the factual determinations of MD Squared Property Group.

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

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i (1) has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

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

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

Very truly yours,

D'Agostino, Lederman, Landesman,
Rivera & Miraglia, LLP

By: D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP

CHANGES IN PRICES AND UNITS

The offering prices set forth in Schedule A may be decreased or increased only by a duly filed amendment to the Offering Plan when the change of price is an across the board change affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. As set forth in the Notes to Schedule A, offering prices are negotiable. Accordingly, the Sponsor may enter into a Purchase Agreement with a Purchaser to sell one or more Units at prices less than those set forth in Schedule A, without filing an amendment before entering the Purchase Agreement. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Plan for similar Units. However, no price change will affect the percentage of Common Interest allocated to a Unit as to which the amount of the offering price was changed nor shall it alter the amount of Common Charges payable by such Unit Owner.

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units, by subdividing one (1) or more separate Unsold Units, by combining two (2) or more separate Unsold Units into one (1) or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and By-Laws. Such portion of the Common Elements adjacent to such Unsold Units shall be immaterial in size and nature as against the Common Elements as a whole and shall only serve or be accessible to the Units taking it for exclusive use, so as not to affect access or service to other Units or Common Elements. Such Unit Owners benefitting from such taking shall be responsible for the maintenance of such Common Element which is now part of their Unit. No changes will be made to the percentages of common interest as a result of such taking. Such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of any Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof whose approval is required by law. No change will be made by Sponsor in the size or number of Units, the respective percentages of Common Interest of the Units, or in the size or quality of Common Elements except by amendment to the Offering Plan and to the Declaration. Unless the affected Purchaser provides a written consent, no material change will be made by Sponsor in Unit size, Unit layout, or Unit percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and such Purchaser is not in default.

No material change will be made in the size, and no material adverse change will be made in the quality, of Common Elements unless all Purchasers not in default, consent.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Units will always remain at one hundred percent (100%). As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and

assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary.

The Plan will be amended to reflect any change in the size of a Unit, number of Units, percentage of Common Interests of Unsold Units or a change in the size or quality of any Common Element. Though the layout and number of rooms in Unsold Units may be changed without prior notice or amendment of this Plan, the Plan shall be amended to disclose such changes prior to the sale of such Unsold Units.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is fully recorded. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior written consent of the owner of such Unit.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or By-Laws and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit, subject to a revocable license between the Unit Owner and the Condominium, and the Unit's Common Interest will remain unchanged.

The Sponsor also reserves the right to substitute for any of the materials specified in the Building Plans, the Description of Property and Specifications or elsewhere in the Plan, materials which are of Equal or Better Quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan and in the architectural plans on file, but, due to unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are equal to or of better quality for any of those set forth in the specifications or otherwise in this Plan. Notwithstanding the above, Sponsor remains obligated to construct the premises in accordance with the plans and specifications set forth in this Offering Plan, and Sponsor shall remain liable for any impermissible deviations therefrom.

Sponsor reserves the right to negotiate all aspects of the purchase price of Units, including, but not limited to, the terms of any financing contingency, if any, and the amount of decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units,

reduced Down Payment deposits (but at least $1,000.00) and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

INTERIM USE AND OCCUPANCY AGREEMENTS

Subject to all applicable Zoning Laws and pursuant to an issued certificate of occupancy, Sponsor or its designee reserves the right, freely and without restriction, to rent or lease vacant Units, whether offered or initially withheld, to Purchasers and non-Purchasers at any time after the Plan has been consummated. However, the Sponsor may not lease Units without restriction prior to the Plan being Consummated. The only permitted occupancy before the Plan is Consummated is via an interim use and occupancy agreement signed in conjunction with a Purchase Agreement. However, once a Purchase Agreement is signed for a vacant Unit, and for so long as such Purchase Agreement is in effect, such Unit at Sponsor's sole option may only be rented to the Purchaser thereof. Such agreement (an "Interim Use and Occupancy Agreement"), a copy of which is located in Part II of the Plan, will be for such use and occupancy fee, but not to exceed the maximum of such fee legally collectible, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and Occupancy Agreement, if any, shall be for a period which will expire on the earlier of the date of the closing of such Unit or one (1) year after the execution date of the Agreement. In the event this Plan is abandoned, the Purchaser may, at any time at his or her sole option, cancel the Use and Occupancy Agreement, if any, and remove from the Building upon thirty (30) days prior written notice to the Sponsor at the address set forth on the cover page of this Plan. Additionally, in the event of such abandonment, the Purchaser who has entered into an Interim Use and Occupancy Agreement shall continue to be subject to whatever rental laws he or she was subject to prior to such abandonment, if any. Should Purchaser rescind his or her Purchase Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the apartment no later than that time.

In the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not covered by Sponsor's insurance carrier, with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his or her insurance needs.

An Interim Use and Occupancy Agreement will provide among, other things, that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the

Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days. No portion of the rental paid under an Interim Use and Occupancy Agreement will be credited toward the Unit's purchase price.

Sponsor's right and its designee's right to rent or occupy any Unsold Unit will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unit from Sponsor or its designee on the same terms offered to the prospective tenant or occupant.

Purchasers entering into an Interim Use and Occupancy Agreement for an Unsold Unit will be required to pay the legal fees of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, in connection therewith, upon execution of the Interim Use and Occupancy Agreement.

Such fee shall be approximately $750.00, plus disbursements. Notwithstanding the foregoing, Sponsor will be under no obligation to enter into any Interim Use and Occupancy Agreement and no portion of the Use and Occupancy fee paid under the Interim Use and Occupancy Agreement will be credited towards the Purchase Price of an Unsold Unit unless the Interim Use and Occupancy Agreement expressly provides. A copy of the form Interim Use and Occupancy Agreement is located in Part II of the Plan.

If any provisions of the Interim Use and Occupancy Agreement conflict with the terms of the Offering Plan, the terms of the filed Offering Plan shall prevail.

PROCEDURE TO PURCHASE

A Person desiring to purchase a Unit in the Condominium shall be required to execute a Purchase Agreement in quadruplicate, the form of which is contained in Part II, and return it to the Sponsor and/or Selling Agent, together with a check representing the Down Payment in an amount equal to (a) ten percent (10%) of the Purchase Price, or (b) fifty percent (50%) of the Purchase Price, if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). All such payments shall be made by check drawn on a member bank of the New York Clearing House Association made payable to "D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, as escrow agent". All such checks shall be subject to collection and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect, and to retain any Down Payment and other amounts previously deposited. These Down Payment deposits may be increased for the entire cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement. D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP shall be the "Escrow Agent" for Sponsor and Purchaser pursuant to the Purchase Agreement and the Offering Plan. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled the Purchase Agreement as provided above, if the Seller has not collected the proceeds of any check for any payment due under the Purchase Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith.

A Purchaser who is interested in purchasing a Roof Deck Unit must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the down payment paid under the Purchase Agreement shall include ten percent (10%), or, if applicable, fifty percent (50%) of the Purchase Price of the Roof Deck Unit as well as ten percent (10%), or, if applicable, fifty percent (50%) of the Purchase Price of the Unit. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the purchase of the Roof Deck Unit. Sponsor will be entitled to retain the Deposit as liquidated damages in connection with any termination of the Purchase Agreement due to Purchaser's default.

Purchasers pursuant to this Offering Plan who have not had an opportunity to review the Offering Plan and any filed amendments for at least three (3) business days prior to their executing a Purchase Agreement shall be afforded seven (7) days after delivering an executed Purchase Agreement together with the required Deposit to rescind the Purchase Agreement and have the full Deposit refunded promptly. Such rescission must be in writing, addressed to the Sponsor, and be postmarked or hand delivered by midnight of the seventh day subsequent to Purchaser's executing and delivering such Agreement. Those Purchasers who execute a Purchase Agreement after having had an opportunity to review the Offering Plan and any filed amendments for not less than three (3) business days prior to their executing a Purchase Agreement shall not be permitted the aforementioned time period to rescind for any reason.

A deposit in the amount of no more than $300.00 payable in check or money order to the Sponsor is required of all prospective purchasers in order to obtain a copy of the Plan. The amount of the deposit will either be credited toward the Down Payment of a Unit or returned upon execution of the Purchase Agreement by Sponsor for anyone who purchases a Unit or refunded to anyone who does not purchase a Unit if a copy of the Plan is returned undamaged, but subject to normal wear and tear, together with the original receipt, within thirty (30) days of receipt of a copy of the Plan.

A Purchaser may seek to finance any portion of the Purchase Price through a bank or other lending institution. No representation, warranty or assurance is given by the Sponsor, or any person on its behalf, as to the availability, cost, terms or other conditions of such financing. **HOWEVER, A PURCHASER'S OBLIGATION UNDER THE PURCHASE AGREEMENT IS NOT CONTINGENT UPON THE PURCHASER'S OBTAINING A SATISFACTORY MORTGAGE COMMITMENT FOR FINANCING THE PURCHASE OF A UNIT**. Therefore, a Purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under the Purchase Agreement. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her Down Payment Deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price.

In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, 9 East 40th Street, 5th Floor, New York, New York 10016, telephone number (212) 564-9800, to serve as the escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all Deposits, Down Payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Down Payment") The signatories on this special escrow account authorized to withdraw funds are the partners of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP who are Bruce H. Lederman, Esq., Wayne R. Landesman, Esq., Jose M. Rivera, Esq., Bettina Miraglia, Esq., Eric R. Garcia, Esq., Christopher M. Tarnok, Esq., Jonharold A. Cicero, Esq. and Grace Betancourt Powers, Esq., all of whom are located at 9 East 40th Street, 5th Floor, New York, New York 10016. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent shall establish a special segregated escrow account or accounts at the Sterling National Bank located at 489 Fifth Avenue, 5th Floor, New York, New York 10017 (the "Escrow Bank"), titled "D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, Escrow Agent for 349 West 51st Street," or a similar name within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposit to the Escrow

Agent and a completed and signed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8 BEN (Certificate of Foreign Status of Beneficial Owner for Units States Tax Withholding), whichever may be applicable. Purchasers are further advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Escrow Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

Within five (5) business days after the Purchase Agreement has been executed by all necessary parties and tendered to Escrow Agent along with the Down Payment, the Escrow Agent shall sign the Purchase Agreement and place the Down Payment into the Escrow Account. Within ten (10) business days of the placing the Down Payment in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Down Payment deposit. The notice shall provide the account number and the initial interest rate to be earned on the Down Payment. Any Down Payment deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement between Purchaser and Sponsor. The form of Purchase Agreement is disclosed in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 16 of the Purchase Agreement, which must be executed by the Escrow Agent. All Down Payment deposits received from Purchaser shall be in the form of a check, or at Sponsor's consent, a wire transfer, and shall be made payable to or endorsed by the Purchaser to the order of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, as Escrow Agent.

This escrow account will be interest-bearing and unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate from this type of account as stated by the Escrow Bank at the time of the initial deposit and as provided thereafter. Such interest rate as stated as of January 23, 2025 by the Bank is approximately 0.10%. Interest will begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Escrow Bank to the escrow account. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to the Escrow Agent a completed and signed 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), whichever may be applicable, along with any other items reasonably required by

the Escrow Bank to open the account, the Down Payment will be deposited in a non-interest-bearing escrow account at the depository. No fees of any kind from the account principal or any interest earned thereon may be deducted. Sponsor shall bear any administrative cost for maintenance of the account.

The Escrow Agent is obligated to send notice to the Purchaser once the Down Payment 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 fully-executed Purchase Agreement and Down Payment to Escrow Agent, the Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the fully-executed Purchase Agreement and Down Payment 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, 16th Floor, New York, NY 10005-1413. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Down Payments and requisite notice was timely mailed to the Purchaser.

Section 71-a(3) of the Lien Law, as applicable herein, also provides for the following:

(a) Down Payments shall be placed in an interest bearing account if so requested by Purchaser. Such Down Payment, with any accumulated interest, shall remain the property of the Purchaser, except as otherwise provided by law.

(b) As an alternative to depositing Down Payments in escrow as set forth in (a) above, Sponsor may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. If Sponsor elects to post a bond pursuant to this paragraph (b), an amendment to the Plan which complies with the applicable provisions of the Attorney General's Regulations will be filed disclosing same.

(c) Down Payments will be retained in escrow or bonded as set forth above until: (i) Sponsor performs under the terms of the Purchase Agreement or (ii) Purchaser rescinds, if permitted, or defaults in performance, thereby excusing performance by Sponsor or (iii) release or discharge of Sponsor's liability to refund such Down Payment or (iv) transfer of title to the Unit to the Purchaser, or (v) release by mutual consent of Sponsor and Purchaser.

(d) The Purchase Agreement shall contain the following:

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

Notwithstanding (b) or (d) immediately above, a bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the applicable provisions of the Attorney General's Regulations.

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 Deposits of a defaulting Purchaser until after Consummation of the Offering Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Offering 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 Deposits if so directed:

(a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in the Purchase Agreement; 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 Deposits pursuant to paragraphs (a), (b), or (c) above, and the Escrow Agent receives a request by either party to release the Deposits, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposits. If the Escrow Agent has not received notice of objection to the release of the Deposits prior to the expiration of the thirty (30) day period, the Deposits 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 Deposits within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposits 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 Deposits contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposits to:

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

(b) all Purchasers after an Amendment abandoning the Offering 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.

Prior to funds being transferred to a new escrow account, or if the Escrow Agent is replaced, the Offering Plan will be amended to provide the same full disclosure with respect to the new account, the new escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security, pursuant to the applicable provisions of the Attorney General's Regulations.

In the event that insufficient funds are raised through the offering or otherwise to effectuate the contemplated transaction, or in the event the Sponsor is unable for any reason to perform in accordance with the terms of the Purchase Agreement and the Purchase Agreement has been subsequently terminated as set forth above, such monies will be fully returned to Purchaser with any interest. In the event a Purchaser is entitled to rescind his Purchase Agreement, the Purchaser will not receive a refund of any additional escrowed funds for custom work to the extent such funds have been expended or will be expended on costs Sponsor has accrued and is obligated to pay with respect to custom work. However, should Sponsor abandon this Offering Plan, the Purchase Agreement shall be deemed cancelled, and Sponsor shall, not later than five (5) days thereafter, return in full all monies paid by Purchaser thereunder, including any funds paid for custom work.

As set forth above, the only other time monies received for the purchase of a Unit shall be disbursed from the Escrow Account are at the closing of title to a Unit by such Purchaser or upon a default by a Purchaser which is not cured within any time periods permitted, provided that no Deposit to be released pursuant to an uncured default shall be released prior to the Consummation of the Offering Plan. Any withdrawals or disbursement of funds from this Escrow Account shall be made only upon the written approval by a partner in the firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, despite the fact that Sterling National Bank may be a party to an escrow agreement with respect to such account or accounts. The amounts paid by the Purchasers prior to closing will be handled in accordance with the escrow and trust fund provisions of the Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto. If this Offering Plan is not consummated for any reason, Purchaser shall not lose any of his Down Payment. In the event of dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of 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, Offering Plan, or any amendment thereto.

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.

The Escrow Agent will maintain all records concerning the escrow account for seven (7) years after the release of the funds. In the event of the dissolution of the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit, or any other dispute between Sponsor and Purchaser and/or the New York State Department of Law, whether or not Escrow Agent is in possession of the Deposit and continues as Escrow Agent.

A copy of the form Purchase Agreement is enclosed Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 16 of the Purchase Agreement, which must be executed by the Escrow Agent.

Subsequent to the date that the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser. The notice shall state the date of the First Unit Closing and set forth the closing date for the respective Unit. Purchasers shall be given not less than thirty (30) days' notice of the closing of title on their Units. This notice period may be waived by Purchasers. The notice shall also provide that the balance of the purchase price shall be due at closing of title. The balance of the cash portion of the purchase price must be paid by cash, unendorsed certified, teller's or cashier's check made payable to the order of Sponsor or as otherwise directed by Sponsor. In all cases, all checks are to be drawn on a member bank of the New York Clearing House Association. The notice to Purchaser shall also specify when Common Charges will be due and payable.

Further, Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) of said form Purchase Agreement.

If, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date (as defined in the form Purchase Agreement set forth in Part II of the Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be

required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for the Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

The notice of closing will be served upon all Purchasers who have executed and delivered a Purchase Agreement for a Unit to the Sponsor or Selling Agent (and whose Purchase Agreements are in effect and not in default). The notice of closing will be served either by personal delivery or sent by registered or certified mail to the address of the Purchaser as set forth in the Purchase Agreement. Notices served by personal delivery shall be deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day after the date of mailing.

Sponsor anticipates the First Residential Unit Closing to occur on or about January 1, 2026 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. In the event that the First Residential Unit Closing with a temporary or permanent Certificate of Occupancy is delayed twelve (12) months or more beyond January 1, 2026, then all Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than ten percent (10%) or, if applicable, fifty percent (50%), of the total purchase price and any other amounts paid by the Purchaser for any special or custom work, plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work requested by Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds ten percent (10%) or, if applicable, fifty percent (50%), of the total purchase price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

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, provided Sponsor is deemed the prevailing party in such dispute.

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit and shall notify the Purchaser within one hundred twenty (120) days of the loss or casualty, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit, which loss or other casualty is not otherwise covered by either the Condominium's insurance or Sponsor's insurance or the Board's insurance, with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his or her insurance needs.

Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit, including custom work, or the Building or (b) other Units or (c) any recreation facilities or (d) the landscaped areas or (e) other portions of the Common Elements have not been completed. Minor details referred to in (a) above shall include but not be limited to any items which Purchaser may set forth or which are set forth on the Punchlist Inspection Statement, appearing in Part II of the Plan.

Within thirty (30) days of receiving four (4) copies of a Purchase Agreement, both executed by Purchaser, together with the required Down Payment, the Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement or reject the Purchase Agreement by returning to Purchaser the Down Payment tendered. If Sponsor takes no action within said thirty (30) day period the Purchase Agreement shall be deemed null and void. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, sex, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute a Purchase Agreement for any Unit, or a Purchase Agreement or Purchase Agreements, as the case may be, for more than one Unit to any one person or entity.

At the closing of title to a Unit, and as a condition thereto, the Purchaser shall be required to execute a Power of Attorney to the Board of Managers of the Condominium and to the Sponsor. The Power of Attorney appoints (i) the Board of Managers as attorney-in-fact to acquire, on behalf

of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine; (ii) the Sponsor, its designee, and/or their successors and assigns, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney; and (iii) the Sponsor, its designee, and/or their successors and assigns, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, its designee, and/or their successors and assigns, in whole or part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its designee, and/or their successors and assigns. The Form of Power of Attorney to be executed is set forth in Part II of the Offering Plan.

Further, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will also be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" set forth as **Exhibit "A"** to the Purchase Agreement which is included in Part II of the Offering Plan.

In addition, Purchasers of a Roof Deck Unit are advised that the construction of a Roof Deck Unit may or may not be completed prior to the closing date of a particular Residential Unit. In such event, the Purchaser of a Residential Unit shall be required to close title to his or her Residential Unit and Roof Deck Unit regardless of the fact that the Roof Deck Unit is not completed and available for use by such Residential Unit Owner. However, that portion of the total purchase price of the Unit allocated to the Roof Deck Unit will be held in escrow by Sponsor's attorneys until the date that such Roof Deck Unit is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Roof Deck Units prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building. Purchaser shall also be responsible for the payment of any state and city transfer taxes due in connection with the purchase of the Roof Deck Unit, which obligation shall survive the Closing.

The storage spaces are located on the cellar level of the Building. Each storage space which is part of a Residential Unit shall be made available for the exclusive use of an individual Unit Owner. The use of any such storage space shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers. The Sponsor and the Board cannot make any representation that the storage spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the storage spaces. Residential Unit Owners who place items in the storage spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the storage spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Further, Sponsor makes no representation that the size of a storage space will accommodate the items which a Purchaser intends to store in the such storage space.

Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a storage space under contract) to reconfigure, change, combine, relocate and/or modify any storage space, including, but not limited to, increasing the number of storage spaces in its sole discretion in order to sell, assign and/or lease any storage space.

Any conflict between this Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. In no event may the Purchase Agreement contain, or be modified to contain, any provision waiving Purchaser's rights, other than the ability of Purchaser to waive his right to thirty (30) days' notice prior to the closing of title to Purchaser's Unit. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Purchase Agreements are not assignable without Sponsor's prior written consent which may be withheld for any reason.

Sponsor reserves the right to negotiate all aspects of the purchase price of Units, including, but not limited to, the terms of the financing contingency, if any, decorating allowances, payment of fees otherwise paid by Purchasers, common charge rebates or subsidies, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced Down Payment deposits (but at least $1,000.00) and extra custom work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

Purchaser shall represent that Purchaser has full right and authority to execute the Purchase Agreement and perform Purchaser's obligations thereunder. 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 shall further represent that the Down Payment shall represent 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 Down Payment.

Purchaser shall be required to represent that: it is not now, nor shall it be at any time prior to or at the Closing, 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 (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; and 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 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.

Purchaser shall further represent that he or she has taken, and shall continue to take until the Closing, 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 shall 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. App. 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. The provisions of this paragraph shall survive the Closing of title to the Unit or termination of this Agreement.

Additionally, pursuant to the form Purchase Agreement set forth in Part II of the Offering Plan, Sponsor and Purchaser agree to keep all of the terms and conditions of the Purchase Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth therein.

With regard to any model unit, which Unit or Units ("Model Unit") shall be designated by Sponsor in Sponsor's sole and absolute discretion, such Model Unit shall be delivered by Sponsor to a Purchaser thereof in "AS IS" condition, including but not limited to, normal wear and tear. Sponsor shall have no further obligations with regard to any Model Unit. Additionally, Sponsor shall be under no obligation to repaint or repair anything in a Model Unit, including but not limited to, refinishing the floors in a Model Unit, repairing any appliance in a Model Unit or painting any room in a Model Unit.

Pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), 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 Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan, or Staten Island; (3) the total purchase price is $300,000.00 or more; (4) the purchaser does not obtain a

bank loan or 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, a funds transfer, or virtual currency. The Order affects all residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., April 14, 2025, which date is subject to change by FinCEN.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment or transfer of an executed Purchase Agreement shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Any purported assignment of a Purchase Agreement in violation hereof shall be voidable at the option of Sponsor. In the event Sponsor consents to the assignment of a Purchase Agreement, Purchaser shall pay D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP a legal fee for reviewing the assignment agreement. Such fee shall be approximately $750.00, plus disbursements.

Prior to, and for eighteen (18) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale without Sponsor's prior written consent. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit.

EFFECTIVE DATE OF PLAN

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Offering Plan effective pursuant to the requirements and terms of the Plan. These requirements, stated below, must be satisfied within one (1) year of the date the Plan is accepted for filing unless the Plan is amended so as to extend this period. However, any amendment to the Plan is hereby deemed to extend this time period to the same extent that the Plan is extended by such amendment. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been accepted for filing by the Department of Law substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

Sponsor will determine the number of contracted-for Units required to declare the Offering Plan effective based upon the total number of anticipated Units in the Condominium, rather than the number of Units Sponsor initially offers. Sponsor will at all times offer at least fifteen percent (15%) of the total number of anticipated Units necessary to declare the Offering Plan effective. The Plan may be declared effective when Purchase Agreements have been both executed and accepted by a bona fide Purchaser, including an investor, and Sponsor for the sale of five (5) Residential Units, which represent a minimum of at least fifteen percent (15%) of the total number of anticipated Units in the Condominium.

The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of twenty-six (26) Residential Units, which represents a minimum of at least eighty percent (80%) of the total number of anticipated Units in the Condominium.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before eighty percent (80%) of the Units have been purchased. The Plan, if abandoned, shall be abandoned by amendment filed with the Department of Law in appropriate form together with a notice of abandonment on form RS-3. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within twenty (20) days after the Amendment abandoning the Plan has been accepted for filing.

Once a Plan has been declared effective, Sponsor may not abandon it for any reason other than for: (a) a defect in title which cannot be cured without litigation or cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.5%) of the Total Purchase Price set forth on the front cover of the Plan, as same may be amended from time to time; or (b) work orders of a mortgagee or hazardous or dangerous conditions that cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.5%) of the Total Purchase Price set forth on the front cover of the Plan, as same may be amended from time to time; or (c) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.5%) of the Total Purchase Price set forth on the front cover of the Plan, as same may be

amended from time to time; or (d) the taking of any material portion of the Property by condemnation or eminent domain. The aforementioned amount set forth above as a basis for abandonment after effectiveness of the Plan shall exclude any title defects, attorneys' fees, hazardous or dangerous conditions, work orders or determinations of any authority or regulatory association which exist as of the date the Plan is declared effective and either are known to the Sponsor or are a matter of public record.

The Plan will be declared effective by either an amendment to the Plan or by the mailing or personal delivery of written notice to all purchasers. If the Plan is declared effective by notice, Sponsor shall, within five (5) business days after such notice is given, submit to the Department of Law an amendment to the Plan stating that the Plan has been declared effective. If requested, Sponsor will submit to the Department of Law copies of all Purchase Agreements, together with any amendments or modifications to such Agreements, within five (5) business days after the request is received.

The Plan will not be declared effective based upon Purchase Agreements: (a) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (b) if the Purchaser was either not afforded at least three (3) business days to review the Plan, and all filed amendments thereto prior to executing a Purchase Agreement, or if he was not permitted seven (7) days after delivering an executed Purchase Agreement and deposit to rescind the Purchase Agreement; or (c) with any Purchaser who is the Sponsor/Selling Agent or the Managing Agent or is a principal of the Sponsor/Selling Agent or the Managing Agent or is related to the Sponsor/Selling Agent or the Managing Agent or to any principal of the Sponsor/Selling Agent or Managing Agent by blood, marriage or adoption or as a business associate, an employee or 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 Sponsor submits proof satisfactory to the Department of Law establishing that the Purchaser is a bona fide Purchaser. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, the Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of First Unit Closing, regardless of whether the Condominium Declaration has been recorded.

As further discussed in the "Closing of Title to Units" section in Part I of the Plan, the First Unit Closing may not occur until the Plan has been declared effective and the effectiveness amendment has been accepted for filing by the Department of Law.

TERMS OF SALE

The Units, when sold by the Sponsor, will be sold in fee simple to Purchasers, who may be individuals, a duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in Schedule A (as such prices may be changed by the Sponsor as set forth in Part I of the Offering Plan), and the sale of the Units will include the respective undivided interests in the Common Elements. Good and marketable title to the Units and their appurtenant interests in the Common Elements will be conveyed by the Sponsor by Bargain and Sale Deed with Covenants against Grantor's Acts and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than those set forth below. The form of unit deed is set forth in Part II of the Plan.

1. Any state of facts which an accurate survey would show, provided such surveys do not render title uninsurable;

2. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the contemplated structures and use;

3. The Declaration, By-Laws, Maps and Floor Plans of the Condominium to be recorded in the Office of the City Register, as the same may be amended from time to time;

4. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction and rehabilitation of the Building, or construction of the individual Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

5. Easements, if any, in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

6. Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

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

8. Any easement or right of use created in favor of any public utility company and/or cable television company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

9. Service, maintenance and union contracts and agreements, if any, in effect on this date of the First Unit Closing;

10. Encroachments of stoops, areas, cellar steps, doors, ledges, window sills, bay windows, trim, coping, cornices, vaults, chutes, fuel oil lines, gas lines, drainage pipes, standpipes, sewerage pipes, foundations, footings, retaining walls, fences, fire escapes, air conditioning units, canopy and similar projections, if any, on, over or under the Property or the streets or sidewalks or property abutting the Property and rights of governmental authorities and adjoining property owners to require the removal of any such projections, and variations between record lines of the Property and fences, walls, retaining walls and the like, if any;

11. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent residential use of the Residential Units at the Property nor prevent the existence of the new structure, including, but not limited to, the following:

(a) Zoning Lot Certification dated 8/11/2023, recorded 9/15/2023 in CRFN 2023000235273;

(b) Zoning Lot Description and Ownership Statement dated 9/12/2023, recorded 9/15/2023 in CRFN 2023000235274;

(c) Terms, Provisions, Conditions, Restrictions and Obligations of an unrecorded Property Owners Agreement dated 4/14/2014 made by and between Lance Halperin and Norman Moskowitz. With Regard Thereto:

(i) First Amended and Restated Property Owners Agreement made by and between Lance Halperin, John Tamigi and Maxine Moskowitz dated as of 5/8/2015, recorded 7/5/2016 in CRFN 2016000226367. Zoning Lot Certification recorded in CRFN 2013000505579.

(d) One dollar condemnation clause contained in Deed from the City of New York to George Marlowe and Robert Krouse dated July 8, 1953 and recorded July 23, 1953 in Liber 4844 cp 450. (Affects Parcel 1)

(e) Legal Descriptions of Deeds recorded in CRFN 2022000001463, CRFN 2022000004191 and CRFN 2022000006768 recite party walls. Legal Descriptions of Deed recorded in CRFN 2023000108257 recite party walls. (Affects Parcels 2, 3 and 4)

12. Any service contracts to be entered into and/or assumed by the Condominium at the First Unit Closing;

13. The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally, (which shall be apportioned at closing);

14. Any service variations between tax lot lines and lines of recorded title;

15. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to his Unit;

16. Any current or future Zoning Lot Description and Ownership Statements; and

17. Any current or future Zoning Lot Certifications.

The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing. As set forth in the section of the Plan titled "Effective Date", in the event of a casualty which cannot be repaired for less than a cost which exceeds an amount equaling one half of one percent (0.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated with respect to the casualty by an insurance adjuster retained by Sponsor) and which occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such event all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a loss or casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of the damaged Unit, then the following shall be applicable:

Sponsor shall have one hundred twenty (120) days to elect to repair or restore the damage to the Building.

The term "Affected Unit" means a Unit that has been directly damaged in the casualty (other than minor damage not rendering the Unit uninhabitable) or is without such essential services as gas, electricity and heat, or no longer has a reasonably adequate means of ingress and egress to the street;

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to his or her Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonably adequate means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit or any other Unit, under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss or other casualty not covered by either Sponsor's insurance or the Board's insurance, with respect to the Unit, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or her Purchase Agreement and accepting title to the Unit.

The Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any delay in repairing the damage.

All personal property located within the Unit on the date the Purchase Agreement is signed that is owned by the Sponsor is included in the conveyance to the Unit Purchaser. All personal property affixed to or located within the Common Elements that is owned by the Sponsor is included in the property transferred to the Condominium by the Declaration.

At the time of the First Unit Closing each mortgagee will (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration of Condominium; or (c) release its lien on the Condominium Unit being conveyed.

Prior to the First Unit Closing and the conveyance of a Unit, and as a condition thereof, the Condominium Declaration and By-Laws must be recorded in the New York County Office of the

Register of the City of New York together with the filing in said office of a set of as-built floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built.

For a discussion of the events that shall take place prior to the First Unit Closing or concurrently therewith, Purchasers are referred to the section of Part I entitled "Closing of Title to Units.

CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD

Immediately prior to the First Unit Closing, Sponsor shall apportion the following items with the Condominium Board as of midnight of the day immediately preceding such closing:

(a) Any Common Charges or other payments to be made in lieu thereof, which are Sponsor's obligation for the period from the First Unit Closing to the end of the month in which same occurs;

(b) Any employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Building, if any;

(c) Any fees for assignable permits and licenses, if any;

(d) Any charges for gas for the Common Elements, for which Sponsor shall obtain readings;

(e) Any charges for electricity for the Common Elements, for which Sponsor shall obtain a reading;

(f) Any charges under service and maintenance contracts and concession agreements, if any;

(g) Any water charges and sewer rents on the basis of the fiscal or calendar year for which assessed or on the basis of meter readings if applicable, which Sponsor shall obtain;

(h) Any supplies on hand at Sponsor's cost (plus sales tax);

(i) Any premiums for transferable insurance policies, if any, provided that the amount and the extent of coverage conforms to the disclosures in this Plan in Schedule B as set forth in Part I of the Offering Plan;

(j) Any vault charges, or any substitute therefor, if any;

(k) Any such other items as are customarily included in closing adjustments in the City of New York;

The Condominium Board shall reimburse the Sponsor in full for any electric, utility or other utility construction deposits or security deposits paid by Sponsor. Such items are not items for closing adjustment.

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing. This fund is to be used

for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the contribution to Working Capital paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the Working Capital contribution checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds, if held separately from the Working Capital Fund or Reserve Fund accounts. If necessary, the Board of Managers may impose a special assessment. The Board of Managers will be entitled to repay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero (0) after making provision for the amount of monies that would be generated by the payment of Working Capital contribution for each Unit in the Building. The Board may only prepay the promissory note to the extent there are funds in the Working Capital Fund. If the result of the closing adjustment is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as well as determined by the Board of Managers in its sole discretion. The Plan will be amended to reflect the terms and subsequent balance of any such promissory note entered by and between the Board and Sponsor.

Other than as set forth in Schedule B, Projected Budget for First Year of Condominium Operation, beginning January 1, 2026, no provision has been made for any Reserve Fund or for any Working Capital Fund other than as set forth above.

CLOSING OF TITLE TO UNITS

At the closing of title to an individual Unit the Purchaser will pay to the Sponsor the balance of the purchase price for the Unit and the Sponsor, pursuant to section of the Plan titled "Terms of Sale," hereinbefore, will deliver to the Purchaser a bargain and sale deed for that Unit with covenants against grantors acts. The form of Unit Deed is set forth in Part II of the Plan.

Closing of title shall take place concurrently with or after the following events have occurred:

(1) The issuance of a temporary certificate of occupancy ("TCO") or permanent certificate of occupancy ("PCO") for the Building, or, alternatively, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering such Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined, which shall be disclosed in an amendment to the offering plan filed with the New York State Department of Law ("DOL"), which must be acceptable to DOL.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property conforms substantially to the DOB-approved plans and specifications and to the requirements of all applicable laws, rules, regulations for the uses and occupancies specified on the TCO, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new TCO or PCO is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires

and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, subject to Sponsor's consent, the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a PCO. Such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, and subject to the aforementioned delays, Sponsor and its principals are obligated to procure the PCO. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A Factsheet on certificates of occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

(2) The recordation in the New York County Office of the Register of the City of New York of the Declaration, the By-Laws and the filing in said office of a set of as-built floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built;

(3) The discharge of all duly recorded liens affecting the Unit to be closed and its undivided Common Interest and the recording of a partial release which releases such Unit and its undivided Common Interest from such lien, if any, as required by Section 339-r of the Real Property Law;

(4) The serving by personal delivery or registered or certified mail to the Purchaser written notice of the closing date not less than thirty (30) days prior to closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the

affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

(5) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications and that Sponsor has satisfied, or will satisfy prior to closing of title, all of the requirements of this section titled "Closing of Title to Units" located in Part I of the Plan.

At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change.

(a) Payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance, which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf, without penalty, from Chicago Title Insurance Company, having an office at 711 Third Avenue, New York, New York 10017 telephone number (212) 880-1205 ("Chicago"). However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. If Purchaser elects to obtain title insurance from another title insurance company and/or abstract company, there shall be no additional cost to Purchaser due to such choice. Purchaser will pay the premiums for title insurance, which will vary depending upon the purchase price of the Unit and, if applicable, the amount of the mortgage loan being obtained to finance the purchase thereof. Title insurance rates are regulated by law, subject to the approval of the Department of Financial Services of the State of New York ("DFS"), and should be the same, regardless of the title or abstract company used, for any given property. Rates for fee title insurance as of the date of this Plan, as quoted by Chicago, are as follows, but are subject to change based on DFS approval: a base rate of $338.00 for the first $35,000.00 in coverage; $7.52 per thousand dollars of purchase price in excess of $35,000.00 up to $50,000.00, plus $4.69 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $3.78 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00, plus $3.38 per thousand dollars of purchase price in excess of $500,000.00 up to $1,000,000.00; plus $3.09 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.00.

Purchasers are required to accept such title as a reputable title or abstract company authorized to do business in the State of New York will provide, approve and insure at its regular rates and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the "Terms of Sale" section of this Plan. Therefore, Sponsor is not obligated to cause the title company that Purchaser chooses to omit any exception to title if another reputable title or abstract company that is authorized to do business in the State of New York is willing to insure Purchaser's title without any such exception, at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit.

Purchasers should note that the premium rates quoted herein are for illustrative purposes only. All rates are subject to the applicable sections of the Title Insurance Rate Service Association, Inc. ("TIRSA") rate manual and any other filings with TIRSA and DFS, and are subject to change at any time. Additionally, the insurance rate or fees for recording documents are uniform and will be the same regardless of the company used.

Purchasers may use any reputable title or abstract company authorized to do business in the State of New York that they choose, but are required to accept such similar title as Chicago would provide, approve and insure without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the Terms of Sale section of this Plan. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception to title if Chicago is willing to insure Purchaser's title without such exception, at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. In the event there is a delay in the closing of title to a Unit due to clearance of title issues or otherwise as a result of Purchaser utilizing a title company other than Chicago, Purchaser will be responsible for the additional closing costs as provided for in the Purchase Agreement and in this Section of the Offering Plan.

Further, with regard to title defects, once the Offering Plan has been declared effective, Sponsor may not abandon it unless such defect in title cannot be cured without litigation or cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (0.5%) of the Total Purchase Price set forth on the front cover of the Plan. See the section of the Plan herein before titled "Effective Date of Plan" for further details in this regard.

(b) Recording fee for recording the deed and power of attorney of approximately $675.00;

(c) If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

(i) Legal fees of the lending institution's attorney;

(ii) Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Chicago, as of the date of this Plan are as follows: a base rate of $284.00 for the first $35,000.00 in coverage; $6.28 per thousand dollars of coverage in excess of $35,000.00 up to $50,000.00, plus $3.90 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00, plus $3.14 per thousand dollars of coverage in excess of $100,000.00 up to

$500,000.00; plus $2.81 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00; plus $2.57 per thousand dollars of coverage in excess of $1,000,000.00 up to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, insurance coverage rates may be discounted;

(iii) A mortgage recording tax of one and eight tenths percent (1.80%) of the first ten thousand dollars ($10,000.00) of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of two and five one-hundredths percent (2.05%) of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. For mortgages of $500,000.00 or more the rate is two and one hundred seventy-five thousandths percent (2.175%). Please note the discussion of Mortgage Tax Credit below. Institutional Lenders are required to pay one quarter of one percent (.25%) of the two and five one-hundredths percent (2.05%) tax, thereby reducing Purchaser's cost to one and eight tenths percent (1.80%) less $30.00, for mortgages less than $500,000.00 and 1.925% less $30.00 for mortgages of $500,000.00 or more;

(iv) Recording fee of approximately $650.00 for (i) recording of the Purchaser's Mortgage and the partial release of mortgage and termination of any Uniform Commercial Code Financial Statements related to the Unit and any underlying Mortgage, construction loan or otherwise, obtained by Sponsor; and (ii) ACRIS service fees of the title company relating to the required filing of real estate transfer tax forms; and

(v) Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution;

(d) New York City Real Property Transfer Tax ("NYC Transfer Tax"), which is currently at a rate equal to one percent (1%) of the consideration paid for residential real property if such consideration is $500,000.00 or less, and one and four hundred twenty-five thousandths percent (1.425%) of the consideration paid for residential real property where such consideration is greater than $500,000.00. The nonresidential rates which are currently at a rate of one and four hundred twenty-five thousandths percent (1.425%) of the consideration paid for such non-residential property where the consideration paid is $500,000.00 or less, and two and six hundred twenty-five thousandths percent (2.625%) of the consideration paid for such non-residential property where the consideration paid is greater than $500,000.00. It is customary in real estate transactions involving sales of multifamily buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes discussed in e. immediately below. In condominium transactions, either the seller or the Purchaser can pay these transfer taxes. Despite

the New York City and NYS Transfer Taxes (defined below) being a statutory obligation of the Sponsor, the obligation pursuant to the terms of the Offering Plan is assumed by a Purchaser if such obligation is imposed on the Purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying the NYC Transfer Tax with respect to this project, consideration also includes the amount of NYC Transfer Tax (defined below) to be paid for the Unit and any Roof Deck Unit, as well as the Purchaser's payment of Sponsor's legal fees as set forth in (g) below.

The payment of real estate transfer taxes is the statutory obligation of the seller. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT to be paid for the Residential Unit and any Roof Deck Unit, as well as the Purchaser's payment of Sponsor's legal fees as set forth in (g) below. A Purchaser purchasing a Roof Deck Unit is advised that payment for such Roof Deck Unit shall be deemed additional consideration for the Residential Unit being purchased and will thus be aggregated with the purchase price for the Residential Unit for the purposes of computing any applicable transfer taxes, including the NYC Transfer Tax, and Mansion Tax (defined below).

(e) New York State Real Estate Transfer Tax ("NYS Transfer Tax"), which is currently at a rate equal to $2.00 per each $500.00 of consideration or part thereof. However, pursuant to revisions to the State Tax Law, Section 1402-a, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), a higher rate of $3.25 per each $500.00 of consideration or part thereof shall be applicable to (i) conveyances of residential real property where consideration is $3,000,000.00 or more, and (ii) conveyances of any other real property where consideration is $2,000,000.00 or more. For avoidance of doubt, the current rate of $2.00 per each $500.00 of consideration or part thereof shall continue to apply with respect to each conveyance of residential real property where consideration is less than $3,000,000.00, and with respect to each conveyance of any other real property where consideration is less than $2,000,000.00. For purposes of paying the NYS Transfer Tax with respect to this project, consideration also includes the amount of NYC Transfer Tax to be paid for the Residential Unit and any Roof Deck Unit as well as Purchaser's payment of Sponsor's legal fees as set forth in (g) below.

In the event that the taxing authority of the City of New York determines that the conveyance of either (i) a Residential Unit together with a Roof Deck Unit, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is

taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00 and the higher Deed Stamps rate of $3.25 for each $500.00 of consideration or part thereof shall apply where the aggregate consideration is $2,000,000.00 or more. This higher rate would be applicable even if such total consideration is less than the $3,000,000.00, which is the minimum where such higher rate would be applicable to residential real property;

(f) Contribution to the Working Capital Fund in the amount equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing, payable to the Board of Managers;

(g) Legal fee of Sponsor's attorneys in the amount of $4,000.00 per Unit, payable to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys;

Additionally, a legal fee of $750.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation and/or release if prepared by such firm;

(h) Real estate taxes from the midnight preceding the date of the closing through the end of the tax payment period within which the closing date occurs, which shall be either a quarter (1/4) of a year or one half (1/2) of a year, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser;

(i) In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow in the name of the Board of Managers, at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit

apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

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

(j) Under the State Tax Law, Section 1402-a, an additional tax of one percent (1%) of the total consideration is payable by the grantee (Purchaser) on each conveyance of residential real property where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). However, pursuant to revisions to the State Tax Law, namely, to the addition of Section 1402-b thereto, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), the following higher rates for the Mansion Tax shall be applicable: (i) one and one-quarter percent (1.25%) of consideration with respect to each conveyance where such consideration for the entire conveyance is $2,000,000.00 or more but less than $3,000,000.00; (ii) one and one-half percent (1.50%) of consideration with respect to each conveyance where such consideration for the entire conveyance is $3,000,000.00 or more but less than $5,000,000.00; (iii) two and one-quarter percent (2.25%) with respect to each conveyance where such consideration for the entire conveyance is $5,000,000.00 or more but less than $10,000,000.00; (iv) three and one-quarter percent (3.25%) with respect to each conveyance where such consideration for the entire conveyance is $10,000,000.00 or more but less than $15,000,000.00; (v) three and one-half percent (3.50%) with respect to each conveyance where such consideration for the entire conveyance is $15,000,000.00 or more but less than $20,000,000.00; (vi) three and three-quarters percent (3.75%) with respect to each conveyance where such consideration for the entire conveyance is $20,000,000.00 or more but less than $25,000,000.00; and (vii) three and nine-tenths percent (3.90%) with respect to each conveyance where such consideration for the entire conveyance is $25,000,000.00 or more. For avoidance of doubt, the current rate of one percent (1%) of consideration shall continue to apply with respect to each conveyance where such consideration for the entire conveyance is $1,000,000.00 or more but less than $2,000,000.00. Under the terms of the Offering Plan, a Purchaser shall be liable for payment of the Mansion Tax, if applicable, at the closing of title of the Unit being purchased. For purposes

of paying the Mansion Tax with respect to this project, consideration also includes the amount of NYC Transfer Tax to be paid for the Residential Unit and any Roof Deck Unit, as well as Purchaser's payment of Sponsor's legal fees.

In the event that the taxing authority of the City of New York determines that either (i) the conveyance of more than one (1) condominium Unit to the same Purchaser, or (ii) the conveyance of a Residential Unit together with a Roof Deck Unit to the same Purchaser, is taxable at the non-residential rates, then, in such event, (a) the NYC Transfer Tax to be paid by Purchaser shall be one and four hundred twenty-five thousandths percent (1.425%) of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and two and six hundred twenty-five thousandths percent (2.625%) of the aggregate consideration when the consideration is greater than $500,000.00, and (b) the higher NYS Transfer Tax rate of $3.25 for each $500.00 of consideration or part thereof shall apply where the aggregate consideration is $2,000,000.00 or more, even if such consideration is less than the $3,000,000.00 minimum where such higher rate would be applicable to residential real property.

Purchasers should note that for purposes of this discussion of transfer taxes, "residential real property" shall include a one, two, or three-family house, an individual condominium unit (including an individual Residential Unit hereunder), or a cooperative apartment, that is or may be used, in whole or in part, as a personal residence, and that, as explained hereinabove, the transfer of a Residential Unit with any other unit or license could potentially trigger the non-residential tax rates. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Transfer Tax and Deed Stamps to be paid for the Unit by Purchaser, as well as Purchaser's payment of Sponsor's legal fees as set forth in (g) above.

In the event the City or State of New York shall promulgate a new or additional real estate transfer tax that shall apply to a transaction contemplated hereunder (e.g., a City equivalent of the Mansion Tax), such transfer tax shall be payable solely by the Purchaser.

Furthermore, in the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

In addition to the above costs, each Purchaser of a Unit will be responsible for the fees and expenses of his own attorney, if any. As a result of the variable factors with respect to each Unit, such as purchase price, terms of a possible mortgage commitment, fees of Purchaser's attorney and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchaser review their closing costs with an attorney.

The Purchaser will be required to pay to the Board of Managers Common Charges allocable to his Unit, monthly in advance. Common Charges assessed during the month in which title closes shall be adjusted with the Sponsor as of the midnight preceding the closing date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges, which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in closing of title by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown in Schedule A, respectively, contained herein.

Notwithstanding anything hereto the contrary, if, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally Scheduled Closing Date, or the Adjourned Closing Date (as defined in the form Purchase Agreement set forth in Part II of the Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and Common Charges will be made as of midnight of the day preceding the originally Scheduled Closing Date regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price of this Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault to 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 his Unit on the rescheduled Closing Date. Notwithstanding the foregoing, the penalty charged will not exceed the NYS maximum legal limit.

Water and sewer charges shall be adjusted between the Sponsor and the Condominium as of midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on January 1, 2026, Sponsor will have paid the real estate taxes for the Property through June 30, 2026. Sponsor shall place in escrow with the Condominium Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for six (6) months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for all or part of this six (6) month period, then this six (6) month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. For example, if the First Unit Closing occurs on January 1, 2026, and real estate tax have been paid

through June 30, 2026, then Sponsor shall be required to place zero (0) months of real estate taxes into escrow with the Condominium Board of Managers since six (6) months of real estate taxes will have already been paid. Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing or an amount necessary to pay the amount of allocated taxes for the Unit which will be due on the next tax payment date (which in New York City is either July 1st or January 1st). At the option of Sponsor, this funding may occur in addition to Purchaser paying such funds to its mortgagee, or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit. Notwithstanding anything to the contrary herein, Sponsor shall have the sole and absolute discretion to elect, in lieu of establishing at the First Unit Closing the real estate tax escrow described immediately hereinabove, to cause the Board of Managers (for so long as Sponsor controls the same), pursuant to Article VI Section 17 of the By-Laws, to charge each Unit Owner, as a Common Charge, its respective pro rata share (on the basis of the percentage of Common Interest attributable to such Unit) of all real estate taxes with respect to the Property, until the Units have been separately assessed for real estate tax purposes.

Subsequent to this six (6) month period, until a separate assessment for each Unit has occurred, each Unit Owner or its mortgagee shall, on January 1st and July 1st of each year, pay to the Board of Managers, for the purpose of paying such Unit Owner's share of the real estate taxes for the ensuing six (6) months, an amount determined by multiplying such Unit Owner's percentage of Common Interest by the aggregate real estate taxes assessed against the tax lot comprising the Property for the six (6) month time period. At the option of Sponsor, Purchasers may be required to fund at the closing of title to their Unit, their proportionate share of the funds to be escrowed with the Board of Managers for this purpose. The Board of Managers shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Property when due. Sponsor shall also pay into this special account with respect to any Units owned by it.

At Unit Closings individual Purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax payment period within which the closing date occurs. However, Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of percentage Common Interest and adjustment on the basis of actual apportionment, it shall be made at that time.

2. Mortgage Tax Credit

(a) Section 339-ee(2) of the New York Real Property Law provides as follows:

> "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two (2) years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

If Sponsor has paid a mortgage recording tax for a construction loan and/or blanket mortgage on the Property and in the event that a mortgage tax credit becomes available pursuant to the above Section of the New York Real Property Law, then it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing the Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

(b) In the event the mortgage recording tax credit pursuant to Section 339-ee(2) of the New York Condominium Act is unavailable, Sponsor, at its option, may arrange, in lieu of the mortgage recording tax credit, to have BSP ODF II FINANCE, LLC, the holder of the loans encumbering the Property, assign to a Purchaser's lender, a portion of Sponsor's Mortgages, in an amount equal to the mortgage loan obtained by Purchaser (the "Mortgage Assignment"). If Sponsor chooses to have BSP ODF II FINANCE, LLC deliver a Mortgage Assignment to Purchaser's lender, Sponsor will pay the costs and fees charged by Purchaser's lender, and Purchaser's lender's attorneys, as well as all applicable recording charges to effect the contemplated assignment ("Mortgage Assignment Expenses").

If, at Sponsor's option, the Mortgage Assignment is effected, Purchaser shall, in lieu of paying mortgage recording tax to the State of New York, pay Sponsor, at Closing, an amount equal to the mortgage recording tax which would otherwise have been due by Purchaser ("Mortgage Recording Tax Reimbursement"). Sponsor also reserves the right to direct Purchaser to pay, from the Mortgage Recording Tax Reimbursement, the Mortgage Assignment Expenses. It is intended that Purchaser shall not be obligated to pay or incur any expense or sum of money that it would not have paid in the event the mortgage recording tax credit was available. The Mortgage Assignment as contemplated herein will not result in any additional risk or cost to the Purchaser and will only be feasible if Purchaser has secured financing.

The entire contents of this Paragraph 2 as well as those in Paragraph 1 above, as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

A numerical example for the costs set forth in this section of the Offering Plan for a typical Residential Unit, such as Unit 1D, with a purchase price of $1,750,000.00 and a mortgage of $1,400,000.00 are estimated as set forth below. Tax, insurance and recording rates are subject to change.

(i) Title insurance for fee and mortgage, including the simultaneous fee discount $8,749.00 ($7,253.00 fee) ($1,496.00 mortgage);

(ii) recording costs for deed and power of attorneys $675.00;

(iii) Purchaser's portion of mortgage recording tax (including payment to Sponsor pertaining to mortgage tax credit, if any) $30,420.00 ($26,920.00 Borrower)(Lender $3,500.00);

(iv) Recording cost of mortgage, partial release, UCC Termination Statements and ACRIS filings $825.00;

(v) New York City Real Property Transfer Tax $25,392.61;

(vi) New York State Real Estate Transfer Taxes (deed stamps) $7,128.00;

(vii) New York State Mansion Tax $17,819.38;

(viii) Working Capital Fund Contribution (2 months Common Charges) $ 2,399.12;

(ix) Legal fee of Sponsor's attorney (assuming the closing takes place in the office of Sponsor's attorneys, no assignment, and no unauthorized delay in closing by Purchaser) $4,000.00;

(x) Real estate tax escrow -

For a closing occurring on January 1, 2026, second half 2025/2026 real estate taxes will have been paid. Therefore, for second half 2025/2026 real estate taxes, due January 1, 2026, six (6) months of real estate tax escrow would be picked up. For example, for Unit 1D, this amount would be estimated at approximately $8,804.70 based upon the estimates in Schedule A for the First Year of Condominium operation. It is also noted that a February 1, 2026 closing where the second half 2025/2026 real estate taxes are paid would mean the Purchaser would have to reimburse Seller for one (1) month of real estate taxes. For Unit 1D based upon the estimates in Schedule A for the First Year of Condominium operation, this amount would equal approximately $1,467.45.

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include, purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.

Summary of Estimated Closing Costs for Numerical Example for Unit 1D

(i)	Title insurance for fee and mortgage	$ 8,749.00
(ii)	Recording costs for deed and power of attorneys	$ 675.00
(iii)	Purchaser's portion of mortgage recording tax	$ 26,920.00
(iv)	Recording cost of mortgage, partial release, UCC Termination Statements and ACRIS filings	$ 825.00
(v)	New York City Real Property Transfer Tax	$ 25,392.61
(vi)	New York State Real Estate Transfer Taxes (deed stamps)	$ 7,128.00
(vii)	New York State Mansion Tax	$ 17,819.38
(viii)	Working Capital Fund Contribution (2 months Common Charges)	$ 2,399.12
(ix)	Legal fee of Sponsor's attorney	$ 4,000.00
(x)	Real estate tax escrow	$ 8,804.70
(xi)	Real estate tax adjustment	$ 1,467.45
		$ 104,180.26

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. In the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers who are not then in default will be given, for a period of fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, prior to Sponsor returning the monies paid thereunder pursuant to such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit by Purchaser within fifteen (15) days after the presentation of the rescission Amendment.

The project is currently being financed from Sponsor's own funds and from construction loan financing provided by BSP ODF II FINANCE, LLC (the "Construction Lender"). Pursuant to the terms of the Sponsor's construction loan financing, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than a minimum sales price determined by the loan documents, and has an option to rent the Units. Sponsor represents that all of the offering prices as set forth in Schedule A set forth in Part I of the Offering Plan will be at or above the minimum sales prices required by the loan documents. Upon the payment by Sponsor of a release price for each Unit which shall be generated by the proceeds from each Unit closing until the loan is paid in full, the Construction Lender will agree to partially release the Unit closed from the lien of its construction loan. Additionally, pursuant to the loan documents, the Sponsor will not lease any portion of the Property without the consent of the Construction Lender.

Sponsor makes the representations set forth below with respect to certain obligations under the Plan.

1. The Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction of the Units and Common Elements for the authorized and proper work performed and fixtures, material and equipment supplied or installed in said construction.

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost and with the proceeds from construction loan financing provided by BSP ODF II FINANCE, LLC, the Construction Lender, complete the construction of the Units and Common Elements substantially in accordance with the plans and specifications described herein. If any work still remains to be done to complete such work, provided such work will not prevent the issuance of a permanent Certificate of Occupancy, Sponsor, at Sponsor's own cost and expense, will perform or cause all

such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units or Common Elements.

The Sponsor reserves the right to substitute for any of the materials or any of the construction procedures specified in the Building Plans, the Description of Property and Building Specifications or elsewhere in the Plan, with materials which are of equal or better quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment and procedures described in this Plan and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, appliances and equipment which are equal to or of better quality and design and/or similar construction procedures for any of those set forth in the specifications or otherwise in this Plan. Sponsor will not amend the Plan each time it makes such substitutions.

The Sponsor also reserves the right, without altering the total amount of space contained in the Building, to change the size, interior layout and location of any Unit or the number of Units, provided such changes are made in accordance with the Section of the Plan titled "Changes in Prices or Units" herein.

Changes will be made in the size, location or number of Units, their respective percentage of Common Interest, or in the amount or quality of Common Elements, except as otherwise provided herein, only with the consent of all Unit Owners or contract vendees directly affected, and by amendment to the Plan and also by amendment to the Declaration if the Declaration was filed prior to such change. For a Unit Owner or contract vendee to be directly affected, the change must be to the percentage of Common Interest of his or her Unit, or to the size of his or her Unit or in the amount or quality of Common Elements which he or she is entitled to use, that, as a result, adversely affects the value of his or her Unit. However, Sponsor shall not be obligated to obtain consent of any Unit Owner for changes made prior to the execution of a Purchase Agreement for the affected Unit or Units, provided such changes are made by amendment to the Offering Plan and to the Declaration if the Declaration was filed prior to such change.

Material changes to the size, layout or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or material adverse changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser, shall be made only with the written consent of the Purchaser of such Unit, provided, however, that such Purchaser's consent shall only be required if the Purchaser is not then in default. Notwithstanding the foregoing, such changes may be made, provided all directly affected Unit Owners consent in writing to such change and all directly affected Purchasers who are still contract vendees and who are not then in default consent in writing to such changes

or are given the right to rescind and receive from Sponsor a return of any deposit or Down Payment for fifteen (15) days from the date of mailing or personal delivery of written notice from Sponsor.

Further, Sponsor cannot make a material adverse change with respect to a Roof Deck Unit for which there is an executed Purchase Agreement without the Purchaser's consent or granting the right to rescind his Purchase Agreement as to the affected Roof Deck Unit. Should the Purchaser make a timely election to rescind pursuant to a right of rescission offered by Sponsor, Sponsor shall return to Purchaser the portion of the deposit allocated to the applicable Roof Deck Unit (i.e. 10%, or if applicable, 50%, of the Roof Deck Unit Payment), and the Total Purchase Price shall be reduced by the amount of the applicable Roof Deck Unit Payment specified in the Purchase Agreement.

3. The Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined. In the event that Sponsor does not obtain an architect's opinion as to the amount to be escrowed, then in such event, the Sponsor shall hold all proceeds of the Unit sale in escrow with an escrow agent until a permanent Certificate of Occupancy covering the Unit or the Building is issued.

Any amount(s) retained in escrow pending the delivery of a permanent certificate of occupancy and the architect's certification(s) certifying such amount(s) will be included in the post-closing amendment to the Plan until the permanent certificate of occupancy is obtained.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a

Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

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

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have an FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

4. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the section of the Plan titled "Unit Closing Costs and Adjustments," and will pay or have

paid, except as otherwise provided in the Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

5. The Sponsor will pay all Common Charges, real estate taxes, special Assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. As set forth in Part I of the Offering Plan, however, Sponsor, where Purchaser has caused an unauthorized delay in closing of title, shall be entitled to certain reimbursement of real estate taxes, Common Charges and interest. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds. If this source proves insufficient Sponsor shall seek funds from a construction lender, if any, or another lender.

Notwithstanding anything in the Offering Plan to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as the owner of any Unsold Units, may delay the commencement of Common Charges and decide that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, in lieu of enforcing the collection of Common Charges by the Board of Managers, pay an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan, provided that such 'in lieu' payments are less than the Common Charges then due.

In the event that Sponsor or its designee as the owner of all Unsold Units elects to have Sponsor make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any required reserve fund payments, if any; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, and during the period that Sponsor controls the Board of Managers, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

6. Prior to the First Unit Closing, all liens affecting the Property shall be paid and satisfied or bonded or the Units being conveyed and their appurtenant Common Interest shall be released therefrom by partial release duly recorded.

7. The Sponsor will correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications identified in the Offering Plan, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit affected within six (6) months from the date of closing

of title to such Unit or, with respect to Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. If any defect in the Common Elements can only be detected after said period by occupancy of a particular Unit, Sponsor will correct said defect in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein due to improper workmanship or materials materially at variance with the architectural plans and specifications identified in the Offering Plan, if notified by the Board of Managers within six (6) months from closing of title to or first leasing of that particular Unit. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or material materially at variance with the architectural plans and specifications identified in the Offering Plan, provided it is notified of such defects in writing by the Unit Owner as to such Unit within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to Common Elements within one (1) year after the later of (i) the issuance of a certificate of occupancy, or (ii) the completion of that portion of the Common Element that is claimed to be defective. However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation. Notwithstanding anything contained herein to the contrary, any work shall be comparable to local standards customary in the particular trade and shall be done in accordance with (i) all applicable codes, and (ii) approved plans and specifications for the Building. Sponsor, in its sole discretion, shall select the method of correcting any defect. On three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect.

Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all applicable codes and filed plans and specification (subject to Sponsor's right to substitute anything that is of equal or better quality) and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified within the time periods specified herein or (ii) the Board of Managers and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor makes no warranties as to kitchen appliances or other appliances and mechanical equipment in the Unit, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same are assignable.

Notwithstanding the foregoing, Sponsor will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board of Managers or Unit Owners. Sponsor shall assign any warranties with respect to equipment and appliances installed in the Common Elements to the Board of Managers. In addition, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging and cracking on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in Formica, ceramic or porcelain surfaces, bath and kitchen tile grouting, adjustment of any bi-fold or sliding doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, marks, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble, granite or stone used in kitchens or bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble, granite or stone aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, Formica, ceramic and porcelain surfaces, which repair shall be made by grinding the stone, filling the Formica or ceramic or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, Formica, ceramic or porcelain surfaces.

The Housing Merchant Implied Warranty Law (GBL Article 36 B) does not apply to this Offering of the Units and/or the Property.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation

of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

Notwithstanding any provision to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of, (i) any insubstantial variations from the plans and specifications or the description of the Building or a Unit set forth in the Offering Plan or (ii) immaterial variations from the plans and specifications or description of the Building or a Unit set forth in the Offering Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of materially equal or better quality.

Notwithstanding any representations set forth herein, Sponsor is obligated to build and complete the Condominium in accordance with the building plans and specifications identified in the plan.

With regard to any model Unit, which Unit or Units ("Model Unit") shall be designated by Sponsor in Sponsor's sole and absolute discretion, shall be delivered by Sponsor to a Purchaser in "AS IS" condition, including but not limited to normal wear and tear. Sponsor shall have no further obligations with regard to any Model Unit. Sponsor shall be under no obligation to repaint or repair anything in a Model Unit, including but not limited to, refinishing the floors in a Model Unit, repairing any appliance in a Model Unit or painting any room in a Model Unit.

8. The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing.

As set forth in the section of the Plan titled "Effective Date," in the event casualty which cannot be repaired for cost of less than an amount equaling one half of one percent (0.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of a damaged Unit, then the following shall be applicable: The Purchase Agreements for all Units, other than "Affected Units" (as previously defined in the section of the Plan titled "Terms of Sale"), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to his or her Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonable means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss or other casualty not covered by either Sponsor's insurance or the Board's insurance, with respect to the Unit, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or her Purchase Agreement and accepting title to the Unit.

The Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium in the event of any delay in repairing the damage.

9. Sponsor shall deliver to The Board of Managers a set of "as built" architectural plans upon completion of the project and, to the extent they exist and are available, any maintenance manuals for the mechanical systems and equipment in the Building.

10. Sponsor shall procure on behalf of and at the expense of the Condominium, prior to the First Unit Closing, the insurance policy(ies) provided for in Schedule B located in Part I of the Plan.

11. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions, and shall be obligated to indemnify the Board of Managers and the Unit Owners against any such suits or proceedings.

Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording

of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

Sponsor's representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

12. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

13. In the event of the dissolution or liquidation of the Sponsor or the transfer of the lesser of ten (10) Units or twenty percent (20%) or more of the total number of Units in the Condominium, 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.

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction or rehabilitation of buildings.

15. During the time the principal of the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such 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.

16. Although it is the intent of Sponsor to sell all of the Residential Units and Roof Deck Units, the Sponsor, its successors, assigns or designees, may offer all or any Unsold Units, for occupancy to contract vendees prior to or after Consummation of the Plan pursuant to Interim Use and Occupancy Agreements or to non-interim lessees after Consummation of the Plan has been consummated. Purchasers of any such leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

17. Additionally, all of the Roof Deck Units are intended to be sold in accordance with this Plan at the prices noted in Schedule A located in Part I of the Offering Plan.

Since there are eleven (11) Roof Deck Units being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Roof Deck Unit and how many Roof Deck Units will be sold to an individual purchaser.

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any or all of the Roof Deck Units in its sole discretion in order to sell and/or assign any of the Roof Deck Units and in order to increase the number of Roof Deck Units. Sponsor shall determine the total number of Roof Deck Units prior to the issuance of the permanent certificate of occupancy for the Building.

18. At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

19. Sponsor and its designee(s) shall have the right, until the earlier of the tenth (10th) anniversary of the First Unit Closing or the sale of all Units, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to his Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in Paragraphs 1 through 18 of this section shall survive delivery of the deed. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, 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 all other Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in paragraph "(a)" above, such rights reserved to Sponsor and its designee(s) specifically include the following:

(i) The right to maintain any vacant and Unsold Unit(s) as general, construction and sales and leasing office(s) and/or Model Residential Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units and all other Common Elements, to prospective purchasers or lessees;

(ii) Right of access in and to Units, and all other Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

(iii) Right to show vacant or leased Units;

(iv) Utility and other easements for the benefit of Unit Owners and Common Elements.

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agrees to repair damage directly attributable to and caused by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, or other Common Element subject to filed amended plans and/or specifications, and consistent with the terms of this Plan.

Sponsor, its assignee or designee, and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use the elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use Building electricity, water and other utility services and facilities; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

Marketing Materials

In no event shall the presence of any furniture, furnishings, finishes, light fixtures, equipment or decorations, wall coverings, window treatments, carpeting, built-ins, light fixtures and the like ("FFE") in any portion of the Building or Units set forth in any marketing materials, advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from, but are consistent with, the designations utilized on the Floor Plans of the Units set forth in Part II of the Offering Plan, including, without limitation, closets, hallways, dining rooms, family rooms, and powder rooms; however, in no event shall any such designation, labels or nomenclatures conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

Amendments to Condominium Declaration and By-Laws

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees). Should such an amendment have a material adverse effect on a purchaser of a Unit in contract, Sponsor shall offer to such purchaser a right to rescind his purchase agreement pursuant to 13 NYCRR 20.5(a)(5) of the Attorney General's Regulations.

MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS

Management Agreement

At or prior to the First Unit Closing, the Condominium Board (hereinafter the "Board") will enter into a management agreement with MD Squared Property Group, LLC ("Managing Agent"), having an office at 7 Penn Plaza, Ste 601, New York, NY 10001.

The Management Agreement shall become effective as of the First Year of Condominium operation (the "Commencement Date") and shall continue until the first anniversary of the last day of the month in which the Commencement Date falls unless the Commencement Date is the first day of a calendar month, in which case the Agreement shall continue until the first anniversary of the Commencement Date (the "Initial Term"). Thereafter, it shall automatically renew for one (1) year periods until terminated as hereinafter provided. The management fee for the First Year of Operation shall be $40,000.00.

The management fee will be paid by the Board and will be charged to all of the Unit Owners as a Shared Common Expense. It is Sponsor's opinion that the projected annual management fee for the Building is a comparable market rate for property management of similar buildings.

At any time after the Initial Term, this Agreement may be terminated at the option of either party at the end of any calendar month upon not less than sixty (60) days' previous notice from one party to the other.

Pursuant to the proposed management agreement, the duties and services to be rendered by the Managing Agent include, among others:

(a) Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Condominium. Any and all decisions as to hiring, firing and disciplinary actions and terms and conditions of employment of the building services employees shall be made by the Board with such consultation with the Managing Agent as the Board deems appropriate. Managing Agent shall promptly implement all decisions of the Board.

(b) Oversee the interior and exterior cleaning, and cause repairs and alterations of the Condominium to be made including, but not limited to, electrical, plumbing, steam fitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in this Agreement or in any corporate documents or other agreement with any Unit Owner or other tenant. Ordinary repairs or alterations involving an expenditure of over $3,000 for any one item, which is not part of a previously approved operating budget or capital budget of the Board, shall be made only with the approval of the Board, but emergency repairs, i.e., those immediately necessary for the preservation of the Condominium, or for the safety of the Unit Owners, the occupants of the Condominium, or other persons, or required to avoid the suspension of any necessary service at the Condominium, may be made by the Managing Agent irrespective of the cost thereof, without the prior approval of the Board, after consultation, to the extent feasible considering the nature of the emergency, with the president, vice president or

treasurer of the Board (in the order given). Managing Agent shall notify the Board of any emergency repairs promptly after such emergency. If the Board undertakes any capital improvement, major repair or extensive reconstruction or rehabilitation of the Condominium exceeding a cost of $10,000 (a "Major Project"), the Managing Agent's responsibility shall be limited to seeing that the work is done with as little interference or interruption of services to the Condominium as possible, and for seeing that all reasonable precautions are taken to preserve and protect the Condominium and the Condominium of the Unit Owners and the occupants of the Condominium.

(c) Recommend and, with the prior approval of the Board, cause all such acts and things to be done in or about the Condominium as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, orders or violations affecting the Condominium, as a result of any action by any federal, state, or municipal authority having jurisdiction there over, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "laws").

(d) Enter into contracts on behalf of the Board for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, security services, vermin extermination, other essential services, or such of them as shall be advisable, but any such contract having a term longer than one (1) year or requiring annual payments in excess of $3,000 must be authorized by the Board unless it is part of a previously approved operating budget or capital budget of the Board.

(e) On behalf of the Board, purchase all supplies as shall be necessary to properly maintain and operate the Condominium; make all such contracts and purchases either in the Board's name or the Managing Agent's; and credit to the Board any discounts or commissions (other than insurance commissions) obtained for purchases or otherwise.

(f) Advise the Board, in conjunction with an insurance broker, regarding the proper insurance coverage for the Board, the Condominium, the building services employees and occupants of the Condominium; if requested by the Board, cause to be effected and/or maintained, in such amounts and through such carriers as the Board shall designate or approve, fire, rent, plate glass, boiler, water damage, liability, workers' compensation, disability, directors' and officers' liability coverage and any other insurance coverage/policies the Board may elect to carry; and to cooperate with any independent insurance broker or consultant that the Board may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto.

(g) Check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Condominium; pay or cause to be paid all such bills, as well as payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, corporate income taxes and governmental charges assessed against the Board or the Condominium as and when the same shall become due and payable, provided that the Board's operating account has sufficient funds to meet such obligations.

(h) In a timely manner, bill or cause to be billed, Unit Owners for common charges or other charges; use commercially reasonable efforts to collect such common charges and other charges; and, when and if directed by the Board, at the Board's sole cost and expense, engage an attorney, approved by the Board, to (i) sue for common charges and other charges, which may at any time be or become due to the Board from any Unit Owner, and (ii) institute such other appropriate proceedings to recover monies owed. For services rendered by Managing Agent as a witness or expert witness on behalf of the Board either at the Board's request, or if subpoenaed in person by any litigant, in any arbitration, discovery proceeding ("deposition") or court proceeding ("legal action"), by reason of Managing Agent's role as Managing Agent of the Building (a "court appearance"), Managing Agent shall be entitled to a fee of $200.00 per hour for each hour expended by a representative of Managing Agent in addressing a legal action, whether in a deposition, court appearance or expended in document production.

(i) Consider and, when reasonable, attend to complaints of the Unit Owners and lawful tenant, subtenants and occupants. If the Managing Agent shall deem any such complaint unreasonable, it shall advise the Board of the complaint and the reason for its opinion that the complaint is unreasonable.

(j) Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of the building services employees and maintenance and operation of the Condominium required by any federal, state or municipal authority. Managing Agent, at the Board's expense, may engage a payroll service company for the preparation and filing of payroll and payroll related forms.

(k) Not later than the twentieth day of each month, electronically render monthly statements to the Board Treasurer, detailing the amounts collected during the previous month and disbursements made on behalf of and for the account of the Board on a cash basis and in the standard form used by Managing Agent for reporting to its clients. The statements shall be supported by disbursement vouchers and other documentation of the disbursements on behalf of the Board.

(l) Set up and keep in good order a separate, accurate income and operating expense statement maintained on a cash basis (other than books of account maintained by the Board's accountants) and maintain orderly files containing rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Condominium or the operation thereof. In the event that the Board notifies Managing Agent of any error in bookkeeping, billing or payment of expenses, Managing Agent shall use its best efforts to correct such error immediately.

(m) Cooperate with the Board's accountants in performing the annual audit of the books of account of the Board, including the annual report of the operations of the Board for the year then ended. Managing Agent shall send a copy of such annual report to each Unit Owner after receipt from accountant.

(n) Cooperate with the Board's accountants in their preparation and filing of the Board's federal, state, city and any other income and other tax returns required by any governmental authority.

(o) Assist the Board in preparing an operating budget prior to the last meeting of the Board held in each fiscal year of the Condominium, setting forth the anticipated income and expenses for the Board for the ensuing year, a comparison of such budget to the income and expenses of the preceding and current years, and any reasonably required explanations with respect thereto.

(p) Arrange a suitable place at its offices for meetings of the Board and a suitable place for annual and special meetings of Unit Owners; and send notices to Managers and Unit Owners, prepare agendas for, and cause the Building Manager or other senior executive to be a representative of its organization to attend, the annual meeting of the Unit Owners and meetings of the Board (one per month) provided that such meetings are held at reasonable times and reasonable advance notice of the meetings is given to Managing Agent. Managing Agent shall maintain a record of the minutes of such meetings, which shall be prepared by a representative of the Board unless Managing Agent is specifically authorized to do so, in which case the Building Manager shall prepare the minutes unless the Board requests an administrative assistant attend the Board meeting for that purpose and agrees to reimburse Managing Agent for the cost of the attendance at such Board meetings. It is Managing Agent's policy to bring such administrative assistants, as in Managing Agent's reasonable judgment is, necessary to adequately run any annual or special meeting of Unit Owners. The Board shall reimburse Managing Agent for reasonable costs related to the administrative assistant attendance at such annual and special meetings.

(q) If requested by the Board, coordinate and assist in processing and negotiating insurance claims for losses sustained by the Board to the Condominium. Such services shall be performed at no additional fee to Owner, unless the damage to the Condominium exceeds $10,000.00. When the damage to the Condominium exceeds $10,000.00, and if the Board authorizes Managing Agent to negotiate with the insurance carrier with respect to the adjustment of the amount to be paid to the Board for such damages, the Board will pay Managing Agent 5% of any insurance recovery for services negotiating such claim. If the Board elects to engage an independent adjustor or otherwise handle the negotiations with the insurance carrier, Managing Agent shall cooperate in its role as Managing Agent, making all relevant records and information available to any party authorized by the Board to act on its behalf in negotiating such insurance claim. Managing Agent shall not settle any insurance claim without the prior consent of the Board.

(r) (1) Accept applications and references from all prospective Unit Owners and tenants of Unit Owners; obtain a basic consumer report relating to such prospective Unit Owners and tenants; obtain from Unit Owners proposing lease or sell their apartment such record searches as the Board may require and submit same to the Board.

(2) Coordinate through the building services employees at the Condominium the scheduling of the moving in and out of Unit Owners, tenants and sub-tenants so that there will be a minimum of disturbance to the operation of the Condominium and of inconvenience to other Unit Owners, tenants or sub-tenants.

(3) Accept applications from unit-owners for review by Owner to perform alterations to their apartments, including (i) obtaining copies of the plans for the alterations; (ii) engage an architect, engineer or other professional to review the plans on behalf of the Board, provide recommendations on feasibility of such plans, and supervise the work for conformance to the approved plans; (iii) obtain a signed alteration agreement on a form approved by the Board; and (iv) after consent by the Board to an alteration, coordinate through the building services employees with the Unit Owner the work so that there will be a minimum of disturbance to the operation of the Condominium and inconvenience to other Unit Owners, tenants or sub-tenants. Managing Agent is not responsible for the supervision of the alterations by the Unit Owner or for verifying that the alterations are performed in accordance with the plans approved by the Board or in accordance with applicable building codes or other applicable laws. Managing Agent may charge Unit Owners for Board processing such requests a fee in the amount of $400.00 for regular alterations and $1,000.00 for major alterations. For the purposes of this Agreement, a major alteration is any alteration for which a building permit is required to be obtained by the Unit Owner prior to commencing the alteration. A minor alteration is any alteration for which a permit is not required but which will require more than two contractors to be on site. No fee shall be payable to Management Company for (x) regular repair work and/or (y) work that is neither a major alteration nor a minor alteration.

(s) Cooperate with the Board's tax certiorari attorneys in ascertaining the tentative assessed valuations of the Condominium, in notifying the Board of such assessments, and 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. If the Board shall not have any regular attorneys, retain special counsel (with the Board’s approval and at the Board's expense) to prepare such application (with the Managing Agent's cooperation) and to institute tax certiorari proceedings.

(t) Generally, do all things reasonably deemed necessary or desirable by the Board for the proper management of the Condominium.

Other Contractual Arrangements

Sponsor has reserved the right, prior to the First Unit Closing, to modify, renew and replace any existing agreements and to enter into new agreements that will be binding on the Condominium Board, provided that there will be no material increase in the estimated Common Charges for the “Projected Budget for the First Year of Condominium Operation.”

The current service contracts which are anticipated to be effective at the date of the First Unit Closing or service contract projections pertaining to the Building are set forth in Schedule B located in Part I of the Plan.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor, which shall include Howard Glatzer, the principal of Sponsor, Rachel Glatzer and Jeffrey Glatzer, who are related to the principal of Sponsor. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the first Board as set forth below. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Notwithstanding the above to the contrary, Sponsor, while it maintains voting control of the Board of Managers, will provide levels of maintenance, facilities and services consistent with those set forth in "Schedule B, Projected Budget For First Year of Condominium Operation Commencing January 1, 2026." Sponsor shall relinquish voting control of the Board of Managers upon the earlier of (i) the transfer of title to Residential Units, the percentage Common Interest of which, in the aggregate, equals at least ninety percent (90%) or (ii) five (5) years after the First Unit Closing. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of three (3) managers, within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety (90%) percent or (iii) two (2) years after the First Unit Closing. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

As long as the Sponsor or a Sponsor designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest, allocated to the Residential Unit, the Sponsor or Sponsor-designee shall have the right to elect or designate at least three (3) of five (5) members of the Board of Managers or in any event a majority of the members of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest, or, Residential Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect or designate at least two (2) of the five (5) members

of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a majority of the Board. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in the event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) the contingency fund provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4%) of the budgeted expenses of the Condominium, and (b) the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B for the Property and as required by the Federal Housing Administration and Fannie Mae guidelines, to the extent that the aggregate amount of such fund does not exceed ten percent (10%) of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage 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) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

As long as the Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale or leasing of Units at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction,

renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Except for a member of the Board of Managers designated by Sponsor or a Sponsor designee, a member of the Board of Managers 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%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor or Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Unit

Each Unit Owner is free to sell or lease his Unit, except that a Unit Owner must first give to the Board of Managers, a right of first refusal, on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws of the Condominium. Any such lease of a Unit shall be substantially in the form for apartment leases prepared by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., except as otherwise provided in the By-Laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

Notwithstanding the foregoing, the Sponsor, its designee, or a mortgagee acquiring title to a Unit in foreclosure or by deed in lieu of foreclosure, shall have the right to sell or lease Units owned by the Sponsor, its designee, or such mortgagee without any requirement that the same be offered to the Board of Managers prior to such sale or lease as required pursuant to the aforementioned Article and Section of the By-Laws. The Board of Managers shall be required to cooperate in providing appropriate physical access to any such Unit and related Common Elements, as well as all financial information regarding same.

The Sponsor also hereby reserves the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor reserves the right to lease Units to non-purchasers after the Plan has been consummated without limitation as to the rents to be charged therefor except such rents shall not be in violation of any applicable law. If, in fact, prior to the sale of a Unit, the Sponsor leases such Unit to any person or entity who does not purchase, the initial purchaser thereof will be purchasing a Unit that has been previously occupied. In all such cases Sponsor will deliver title to such Units at closing free and clear of any tenancy or occupancy. No amount paid as either rent or security under the lease will be credited towards the purchase price. Sponsor also reserves the right to use license agreements in lieu of or in addition to the leases.

Each purchasing Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an Interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Each Conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens

against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

The Board of Managers may not discriminate against any person for a reason proscribed by the laws of the State of New York.

A Unit Owner may, without restriction, make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or to pass same by intestacy.

No residential lease shall be entered into by Sponsor having a commencement date which is prior to the issuance of a temporary or permanent Certificate of Occupancy for the Building, or, alternatively, the issuance of a temporary Certificate of Occupancy for the Unit which permits lawful use of the leased Unit.

No portion of a Unit other than the entire Unit may be leased. A Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium at the same price and terms the Owner has been offered, subject to the terms of the Declaration and By Laws. In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal. The Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The storage spaces are located on the cellar level of the Building. Each storage space which is part of a Residential Unit shall be made available for the exclusive use of an individual Unit Owner. The use of any such storage space shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers. The Sponsor and the Board cannot make any representation that the storage spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the storage spaces. Residential Unit Owners who place items in the storage spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the storage spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Prior to, and for eighteen (18) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit

for sale without Sponsor's prior written consent. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit.

Mortgage of Units

Each Unit Owner is free to mortgage his Unit, provided that any mortgage encumbering a Residential Unit shall be a first mortgage or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee, or to the Seller of such Unit(s). Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures, if any, set forth in the Purchase Agreement in Part II of the Plan. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. The Sponsor or its designee may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions. Such restrictions also do not apply to Unsold Units. Sponsor makes no representations as to Federal Housing Administration ("FHA") or Fannie Mae Mortgage requirements, which are subject to change at any time, and which Purchasers are encouraged to discuss with Purchaser's attorneys prior to entering in a Purchase Agreement. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE PROCEDURES FOR MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT, IF ANY. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearage for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens therefor.

Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of other Units to use and maintain all pipes, ducts, cables, wires, conduits, public utility lines or other Common Elements located in other Units and serving his Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of the Building, or as a result of restoration of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by the Board of Managers to the Common Elements so that any such encroachment may remain undisturbed so long as the Building stands. The Board of Managers, through a designated manager, managing agent, or their employees or other designee shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements, Limited Common Elements or any other Unit.

Use of Units

The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

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

Any Roof Deck Unit which is owned by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Roof Deck Unit by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Roof Deck Unit will not be applicable to a Roof Deck Unit held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units, and/or Roof Deck Units for use as models, sales and/or production offices in connection with the sale or rental of the Units, and/or Roof Deck Units.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one foot (1') by two feet (2'). Additionally, the right is reserved by Sponsor and its designee to maintain and staff one (1) or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers, unless such installation is required by law, nor shall anything be projected out of any window of any Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

No exterior of any Residential Unit, including the private balcony or yard or terrace areas, or the windows or doors thereof, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any private balcony or yard or terrace areas shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the private balcony or yard or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches (3") from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private balcony or yard or terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private balcony or yard or terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

Each Unit Owner shall keep his 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 of a Unit, or any private balcony, yard or terrace areas, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, or open private balconies, yard or terrace areas, or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units by a Unit Owner unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. No tenant of any Unit pursuant to a lease or other occupancy agreement shall be permitted to raise, breed, keep, or harbor any bird, reptile, or animal, including a domesticated dog or cat without, in each instance, having first been expressly permitted to do so, in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, balconies, yards, terraces, roof terraces or other public portions of the Building, or on the sidewalk or street adjacent to the Building. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the

Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit.

No Unit Owner shall use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

Nothing shall be done or kept in any Residential Unit or in the Common Elements, including but not limited to the storage spaces, that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, including but not limited to the storage spaces, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit, including its storage space at any reasonable hour of the day, on at least one (1) day’s prior

notice to the Unit Owner, for the purpose of inspecting such Unit, including its storage space for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or storage space for its permitted purposes.

The Board of Managers or the Managing Agent shall retain a pass-key to each Roof Deck Unit and Residential Unit, including its storage space. No Unit Owner shall change any lock on any door leading into his Roof Deck Unit and Residential Unit, including its storage space without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit, including its storage space, if any, promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit, including its storage space. If Sponsor or the Board of Managers must gain access to a Roof Deck Unit and/or Residential Unit, including its storage space for emergency purposes and a Roof Deck Unit and/or Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Roof Deck Unit and/or Residential Unit, including its storage space, caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his Unit, including its storage space, at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit, including its storage space, without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Roof Deck Unit and Residential Unit Owner's property).

If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

The use of: (i) the residential storage spaces located at the cellar level of the Building; (ii) bicycle storage room, gym, yoga studio, coworking space and remote conferencing space, and storage area located at the cellar level of the Building; (iii) the interior courtyard corridor, lobby and mail area located at the first floor of the Building; and (iv) the common terrace area located at the main roof level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion. Further, the Board of Managers reserves the right, in its sole discretion, to establish usage fees for certain Building amenities, including, but not limited to, the bicycle storage room; however, such usage fees shall be based upon the cost of maintenance and operation of the applicable areas.

The use of the unattended gym, yoga studio, and coworking space at the cellar level of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the non-public areas of the main roofs of the Building.

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, terrace, and/or yard. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25’) of any outside entrance to the Condominium or within twenty-five feet (25’) of any outdoor air intake or operable window opening onto Common Elements or Units.

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses when due. Common Charges for each Unit as set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Beginning January 1, 2026," and shall be determined by multiplying that Unit's percentage of Common Interest by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, 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. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon 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 may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the 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 foreclosing the lien.

On July 22, 1998 the Governor of the State of New York signed Real Property Law Section 339-kk, allowing a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not current on his or her common charges, assessments or late fees. In order to collect rents directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments

or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen (15) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

Sponsor will cause the Board of Managers to file a lien as provided for in Real Property Law Section 339-aa 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.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance made by him of his Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Repairs

All maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit

Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the seven (7) individual condensing units respectively dedicated to Units 1A, 1B, 1C, 7A, 7B, 7C and 7D shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining Units shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit	Residential Units Served	Location
ACCU-A	1F, 3D, 4D, 5D, 6D	Bulkhead
ACCU-B-1	1E, 1D, 3C, 4C, 5C, 6C	Bulkhead
ACCU-B-2	1H, 1G, 3E, 4E, 5E, 6E	Bulkhead
ACCU-B-3	3B, 4B, 5B, 6B	Roof
ACCU-B-4	3A, 4A, 5A, 6A	Roof

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning equipment or other mechanical equipment.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Common Expense, if such Limited Common Element is for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the individual Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iii) by the Board of Managers at the sole cost and expense the individual Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (iv) at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner, where such maintenance, repair or replacements result

from the Unit Owner's negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters, if any, in which they are contained, in front of or at the sides of the Building shall be a Common Expense.

Additions, Alterations and Improvements

A non-structural alteration to a Residential Unit that does not affect the exterior of the Building or the value of other Units may be made by any Residential Unit Owner without consent of the Board of Managers. Notwithstanding the above to the contrary, Sponsor or its designee may also make structural alterations in any Unit owned by it without prior consent of the Board of Managers. No Unit Owner other than the Sponsor or its designee as a holder of Unsold Units may make a non-structural or structural alteration which does affect the exterior of the Building or the value of other Units without prior written approval of the Board of Managers. The Sponsor or its designee needs no such consent for any of their Units. No Unit Owner other than the Sponsor, or its designee, as a holder of Unsold Units, may make a structural alteration in a Unit, without the prior written approval of the Board of Managers. The Sponsor, or its designee needs no such consent for any of their Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (a certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect/engineer consulted in connection with the request by a Unit Owner for approval of a structural alteration.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a

Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

The Board of Managers and Managing Agent shall have a right of access to any Unit, for the purpose of inspection, making any repairs or replacements to any of the Common Elements contained in such Unit, or elsewhere in the Building, remedying 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 encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Insurance

The insurance policies obtained by the Board of Managers shall provide that each Unit Owner shall be an additional insured. These policies shall provide fire and casualty insurance for the Building, liability insurance, water damage legal liability insurance, Board of Managers and officers liability coverage and Workers Compensation and New York State Disability insurance. The specific amounts of coverage are noted in the footnotes to the section titled "Schedule B" which is located in Part I of the Offering Plan.

The insurance coverage to be carried by the Board of Managers does not include any coverage for losses either due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element or the cost of living elsewhere if a Unit is greatly damaged. Nor does it include liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element appurtenant to a particular Unit. Unit Owners should consult their insurance agent as to the availability of this insurance, the required insurance set forth below, and any additional coverage which might be recommended.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, yard or terrace areas). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture,

furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Miscellaneous

In certain instances the Sponsor or its designee as the holder of Unsold Units are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one (1) or more Units, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, adversely affect the Sponsor or its designee in any way, unless the Sponsor or its designee gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the 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 not less than three (3) and not more than five (5) persons. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one (1) vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one (1) or more members to be elected. If Units are owned by more than one (1) person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

The Board of Managers of the Condominium for the period terminating upon the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety percent (90%) or (iii) two (2) years after the First Unit Closing, shall be selected by the Sponsor. During this period the Board of Managers will consist of three (3) individuals designated by Sponsor. These individuals will resign as board members upon the termination of the aforesaid period and the Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) Managers, within thirty (30) days after the expiration of the aforementioned period. Thereafter, elections to the Condominium Board will be held at the regular annual meeting of Unit Owners. The calling of the first annual meeting to elect a Condominium Board does not require Sponsor to surrender control of the Board. Sponsor control provisions are set forth in the next paragraph. The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Each of the members of the five (5) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members designated or elected by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee, Managers 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%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor or a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

As long as the Sponsor or a Sponsor designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest, allocated to the Residential Unit, the Sponsor or Sponsor-designee shall have the right to elect or designate at least three (3) of five (5) members of the Board of Managers or in any event a majority of the members of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest, or, Residential Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to elect or designate at least two (2) of the five (5) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a majority of the Board. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in the event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to, determination of the Common Charges, adoption of rules and regulations covering the details of the Property, opening of bank accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board of Managers and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for capital replacements and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. As set forth in the Plan, in the section titled “Management Agreement

and other Contractual Arrangements," at or immediately prior to the First Unit Closing the Board of Managers shall enter into a management agreement with MD Squared Property Group for an initial term of at least one (1) year, commencing on the date of the First Unit Closing, at an annual fee of $40,000.00 being payable in twelve (12) equal monthly installments.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall 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.

Officers

The principal officers of the Condominium shall be: The President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Other than an officer designated by the Sponsor or Sponsor's designee, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its judgment may be necessary. All officers shall serve without compensation from the Condominium. 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 Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately 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.

Repairs

All maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the seven (7) individual condensing units respectively dedicated to Units 1A, 1B, 1C, 7A, 7B, 7C and 7D shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining Units shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit	Residential Units Served	Location
ACCU-A	1F, 3D, 4D, 5D, 6D	Bulkhead
ACCU-B-1	1E, 1D, 3C, 4C, 5C, 6C	Bulkhead
ACCU-B-2	1H, 1G, 3E, 4E, 5E, 6E	Bulkhead
ACCU-B-3	3B, 4B, 5B, 6B	Roof
ACCU-B-4	3A, 4A, 5A, 6A	Roof

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment, if any, which only services their Unit.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Common Expense, if such Limited Common

Element is for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the individual Unit Owner having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iii) by the Board of Managers at the sole cost and expense of the individual Unit Owner having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (iv), at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building shall be a Common Expense.

The Board of Managers and Managing Agent shall, upon reasonable notice of at least twenty-four (24) hours (except for emergencies), have a right of access to any Unit, for the purpose of making any repairs or replacements to any of the Common Elements contained in 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 encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof.

Additionally, the Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircase in, on, over and across the Residential Units, Limited Common Elements and General Common Elements, including, the main roofs or other applicable roofs of the Building and private balconies and/or yards and/or terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one (1) or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof or balcony, terrace, or yard areas.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: Fire insurance with extended coverage, insuring the Building, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their

mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items, but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker or the amount of insurance necessary to avoid the effects of co-insurance. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building shall be $20,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in Article XII, Section 5 of the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (i) worker's compensation and disability benefits insurance for Condominium employees, if any, (ii) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury, property damage, and products liability arising out of any occurrence in the Common Elements, including any of the sidewalks in front of the Building, or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit, and (iii) such other insurance, including but not limited to, boiler and machinery coverage, as the Board of Managers may determine. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the general liability insurance will be in a limit of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, covering all claims for bodily injury, property damage, and products liability with respect to any one occurrence.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying

the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, yard or terrace areas). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Notwithstanding the foregoing or any other provisions of these By-Laws, any insurance maintained by the Board of Managers shall not obviate the obligations of the Unit Owners with respect to insurance, maintenance, and/or repair of their respective Units, and if applicable, appurtenant Limited Common Elements (including, but not limited to, the obligations of Unit Owners with respect to fixtures initially installed in their respective Units by the Sponsor or by prior construction).

In the event of a fire or other casualty which destroys or substantially damages less than seventy-five percent (75%) of the Building the insurance proceeds shall be dedicated to the repair

and/or renovation of the Building and the Units, but not the repair or replacement of any improvements made by individual Unit Owners. If the cost of such repair exceeds the insurance proceeds available the excess cost shall constitute a Common Expense and Unit Owners may be accordingly assessed an amount which shall be in proportion to their respective Common Interests.

In the event of a fire or other casualty in which seventy-five percent (75%) or more of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least seventy-five percent (75%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Notice of Meetings; Reports to Unit Owners

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 of 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.

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, his undivided interest in the Common Elements, together with his interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to his Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal. The Board shall not discriminate against any person or persons by reason of their race, religion, color or place of national origin, or any other grounds prohibited by law.

In the event the Board does exercise its right of first refusal, the acquisition or lease of the Unit may be made from the working capital and Common Charges or, if such funds are insufficient, the Board of Managers may assess each Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of Common Interest or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Unit. In the event any Units are acquired or leased by the Board of Managers the title or lease shall be held by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interests. Such Unit, while owned or leased by the Board of Managers, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Power of Attorney

Each Unit Owner, at the closing of title to his Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney", designating the Board of Managers and their successors, as his attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners. Failure to execute the Power of Attorney is a default under the Purchase Agreement.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest, in the aggregate, equals or exceeds sixty-seven percent (67%). However, for as long as Sponsor or its designee owns title to one or more Units, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in the sole discretion of Sponsor or its designee, unless the Sponsor or its designee gives its written consent to such an amendment.

The Condominium Declaration may be amended by an affirmative vote at a duly held meeting by Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest equals, in the aggregate, at least sixty-seven percent (67%), provided, however, that (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee of such Unit, or Units, if any; (iii) no amendment may change the percentage of Common Interests allocated to any Unit, or Units, without the written consent of such Owner; and (iv) no amendment shall adversely affect the Sponsor or its designee or any Unsold Unit, without the prior written consent of Sponsor or such designee, as the case may be.

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or Certificate of Occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees).

Termination

The Condominium may be terminated by withdrawing the Property from the provisions of the New York Condominium Act, by an affirmative vote of not less than eighty percent (80%) of Unit Owners in number and whose percent of Common Interest equals, in the aggregate, not less than eighty percent (80%) and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. The Sponsor shall not cast the votes of any Unsold Units it holds for such withdrawal unless votes equaling eighty percent (80%) in number and of the Common Interest have been so cast or unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have voted to terminate. If the Unit Owners vote to terminate the Condominium the Property shall be subject to an action for partition by any Unit Owner or lienor and the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided that no Unit Owner shall receive any payment until there has first been paid out of such Unit Owner’s share of the net proceeds all liens on his Unit.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

The projections of real estate taxes due for each of the Residential Units and Roof Deck Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium operation and (ii) upon one hundred percent (100%) completion of Sponsor's construction of the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT.

The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units and Roof Deck Units, and the projected tax rates, have been projected by DL Partners, 9 East 40th Street, 5th Floor, New York, NY 10016. A copy of DL Partners' letter is set forth in the "Post-Construction Assessment" section of Part I of the Plan. It has been assumed by DL Partners that the assessed valuation for the 2025/2026 tax year will reflect a partially completed structure while the assessed valuation for the 2026/2027 tax year will reflect the completed structure. Therefore, for the purpose of projected real estate taxes for the Residential Units and Roof Deck Units during the Projected First Year of Condominium operation commencing on January 1, 2026 and ending December 31, 2026 ("First Year"), DL Partners has assumed completion and full one hundred percent (100%) valuation of the Property for the 2026/2027 tax year.

However, as the projected completion date for the Building of on or about December 1, 2025 is subsequent to the January 5, 2025 taxable status date for the 2025/2026 tax year, the actual total assessment for the Property reflective of completion and full one hundred percent (100%) valuation will not likely be effective until July 1, 2026 for the 2026/2027 tax year, which has a taxable status date of January 5, 2026. For this reason, the taxable total assessed valuation for the Property for the 2025/2026 tax year (the latter six months of which correspond with the first six months of the projected First Year of Condominium operation) is likely to reflect the Building as only partially renovated, and therefore, the 2025/2026 total assessed valuation may be lower than as estimated by DL Partners. As a result, aggregate real estate taxes due for the Property are likely to be substantially higher for the 2026/2027 tax year than for the 2025/2026 tax year.

BASED UPON THE PROJECTED AGGREGATE 2025/2026 AND 2026/2027 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENTS FOR ALL THE RESIDENTIAL UNITS OF $4,692,338.00 AND $8,743,088.00, RESPECTIVELY, AND A PROJECTED TAX RATE 12.500% FOR THE RESIDENTIAL UNITS FOR BOTH TAX YEARS, THE ESTIMATED REAL ESTATE TAXES DUE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION (WHICH CONSISTS OF THE LATTER SIX MONTHS OF THE 2025/2026 TAX YEAR AND THE FIRST SIX MONTHS OF THE 2026/2027 TAX YEAR) WOULD BE APPROXIMATELY $839,714.00 FOR ALL OF THE RESIDENTIAL UNITS.

BASED UPON THE PROJECTED AGGREGATE 2025/2026 AND 2026/2027 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENTS FOR ALL THE ROOF DECK UNITS OF $52,012.00 AND $ 96,912.00, RESPECTIVELY, AND A PROJECTED TAX RATE 12.500% FOR THE ROOF DECK UNITS FOR BOTH TAX YEARS, THE ESTIMATED REAL ESTATE TAXES DUE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION (WHICH CONSISTS OF THE LATTER SIX MONTHS OF THE 2025/2026 TAX YEAR AND THE FIRST SIX MONTHS OF THE 2026/2027 TAX YEAR) WOULD BE APPROXIMATELY $9,308.00 FOR ALL OF THE ROOF DECK UNITS.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate real estate tax for the Property as determined by their percentage of Common Interest, multiplied by the aggregate real estate taxes assessed against the entire Property as apportioned to all the Residential Units.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow in the name of the Board of Managers, at such time an amount equal to the unpaid real estate taxes for the Unsold Units for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall (i) adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs and (ii) place in escrow with Escrow Agent, an amount equal to the unpaid real estate taxes for six (6) months from the Closing Date. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner’s percentage of Common Interest.

After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the

payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

The Sponsor's estimate of the projected real estate taxes for the Units to be levied by the City of New York during the First Year of Condominium operation and upon one hundred percent (100%) completion of project is based upon an estimate provided by D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, 9 East 40th Street, New York, NY 10016, and information available to the Sponsor at the date of this Plan. A copy of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP's letter is set forth in the "Post-Construction Assessment" section of Part I of the Plan.

For a detailed discussion of projected real estate taxes, see the section titled, "Notes to Schedule A," and located in Part I of the Plan.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, located in Part I of the Offering Plan, are for (i) the anticipated First Year of Condominium operation, and (ii) upon one hundred percent (100%) completion of Sponsor's construction of the Building, as set forth in the Notes to Schedule A, located in Part I of the Offering Plan, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax assessments and rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax assessments and rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT.

As set forth in the Notes to Schedule A, the estimates of real estate taxes due for each Residential Unit and Roof Deck Unit for the First Year of Condominium operation commencing on January 1, 2026 and ending December 31, 2026 ("First Year") are based upon the last six (6) months of the 2025/2026 tax year which commences July 1, 2025 and the first six (6) months of the 2026/2027 tax year which commences July 1, 2026. Estimates of real estate taxes due for the Units are based upon (i) the projected 2025/2026 and 2026/2027 assessed valuations for the Property as apportioned to all the Residential Units and Roof Deck Units, and (ii) projected tax rates for the 2025/2026 and 2026/2027 tax years. The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units and Roof Deck Units, and the projected tax rates, have been projected by DL Partners, 9 East 40th Street, 5th Floor, New York, NY 10016. A copy of DL Partners' letter is set forth in Part I of the Plan. DL Partners' letter projects that the tax year aggregate assessed valuation during the First Year of Condominium operation shall be $6,717,713.00 for the Residential Units and $74,462 for the Roof Deck Units.

Since the Property is being newly constructed into residential apartments with amenities and Roof Decks, it can be expected that the aggregate Actual Total Assessed Valuation may be further increased for the First Year of Condominium operation and subsequent tax years due to such construction. See "Notes to Schedule A" located in Part I of the Plan for an additional discussion of the total increase in assessed valuation and real estate taxes for the Property due to the construction to be completed by Sponsor.

As stated above, Sponsor's projection of real estate taxes for all of the Residential Units and Roof Deck Units for the First Year of Condominium operation are based upon projections by DL Partners, which projected (i) the total taxable assessed valuation for the Residential Units upon partial completion of construction for the 2025/2026 tax year, assumed to be effective July 1, 2025, as $4,692,338.00, and upon 100% completion, assumed to be prior to January 5, 2026, with a projected post-construction actual assessment for all the Residential Units, assumed to be effective July 1, 2026 for the 2026/2027 tax year, as $8,743,088.00, and (ii) the total taxable assessed valuation for the Roof Deck Units upon partial completion of construction for the 2025/2026 tax year, assumed to be effective July 1, 2025, as $52,012.00, and upon 100% completion, assumed

to be prior to January 5, 2026, with a projected post-construction actual assessment for all the Roof Deck Units, assumed to be effective July 1, 2026 for the 2026/2027 tax year, as $96,912.00.

It is the last six (6) months of the projected 2025/2026 tax year and the first six (6) months of the 2026/2027 Actual Total Assessment of the Property, as apportioned to all of the Residential Units and Roof Deck Units, upon which real estate taxes for the First Year of Condominium operation have been based.

Therefore, the real estate taxes for all of the Residential Units for the First Year of Condominium Operation are projected to be approximately $839,714.00, and the real estate taxes for all of the Roof Deck Units for the First Year of Condominium Operation are projected to be approximately $9,308.00.

Another assumption is that each Unit will be assessed in direct proportion to each Unit's percentage of Common Interest as it bears to the aggregate percentage of Common Interest of all of the Residential Units and the Roof Deck Units. No warranties are made that the assessments of the individual Units amongst the various type Units will be arrived at in a manner stated above. The Department of Finance of the City of New York may arrive at individual Unit assessments (or the apportionment of the entire value of the Property) which are different from those projected by DL Partners and may use a methodology which varies from that set forth herein. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the initial Offering Plan or any amendment to the Offering Plan. In such event, Sponsor makes no representation as to what Purchase Prices the City would use.

There can be no assurance that there will not be a further increase in the assessed valuation of the Residential Units and/or the Roof Deck Units comprising the Property and/or an increase in the tax rate above those projected for the First Year of Condominium operation or subsequent years.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Residential Units or the Roof Deck Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

A Unit Owner who feels that the assessed valuation for his or her Unit(s) is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

There are no tax certiorari proceedings currently pending.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

The projections of real estate taxes due for each of the Residential Units and Roof Deck Units set forth in Schedule A, located in Part I of the Offering Plan, are for (i) the anticipated First Year of Condominium operation, and (ii) upon one hundred percent (100%) completion of Sponsor's construction of the Building, as set forth in the Notes to Schedule A, located in Part I of the Offering Plan, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax assessments and rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax assessments and rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY

PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT. *It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation may not be based on the Building being completed, but instead on the assumption that less than 100% of the improvements were completed by January 5, 2025, the Taxable Status Date. It is assumed for projection purposes that the Property will not be fully assessed for the 2025/2026 tax year, but will be fully assessed for the 2026/2027 tax year*.

Upon 100% completion of the construction by Sponsor, which is assumed to be prior to January 5, 2026 for assessment purposes, and the implementation of the post-construction actual total assessment of the Property, the post-construction actual assessed valuations for all of the Residential Units has been projected by DL Partners, Sponsor's Consultant, as $8,743,088.00, and for all of the Roof Deck Units has been projected by DL Partners, Sponsor's Consultant, as $96,912.00.

Further, DL Partners has projected the tax rate for the Residential Units and the Roof Deck Units during the First Year of Condominium operation to be 12.500%.

BASED UPON THE PROJECTED TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS AND THE PROJECTED TAX RATES FOR THE RESIDENTIAL UNITS, AS SET FORTH ABOVE, THE REAL ESTATE TAXES DUE FOR THE ENTIRE FIRST YEAR OF CONDOMINIUM OPERATION WOULD BE APPROXIMATELY $839,714.00 FOR ALL OF THE RESIDENTIAL UNITS. BASED UPON THE PROJECTED AGGREGATE POST-CONSTRUCTION TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS UPON 100% COMPLETION, AS SET FORTH ABOVE, AND THE PROJECTED TAX RATE OF 12.500%, THE REAL ESTATE TAXES DUE UPON 100% COMPLETION WOULD BE APPROXIMATELY $1,092,886.00 FOR ALL OF THE RESIDENTIAL UNITS.

BASED UPON THE PROJECTED TOTAL ASSESSMENT FOR ALL THE ROOF DECK UNITS AND THE PROJECTED TAX RATES FOR THE ROOF DECK UNITS, AS SET FORTH ABOVE, THE REAL ESTATE TAXES DUE FOR THE ENTIRE FIRST YEAR OF CONDOMINIUM OPERATION WOULD BE APPROXIMATELY $9,308.00 FOR ALL OF THE ROOF DECK UNITS. BASED UPON THE PROJECTED AGGREGATE POST-CONSTRUCTION TOTAL ASSESSMENT FOR ALL THE ROOF DECK UNITS UPON 100% COMPLETION, AS SET FORTH ABOVE, AND THE PROJECTED TAX RATE OF 12.500%, THE REAL ESTATE TAXES DUE UPON 100% COMPLETION WOULD BE APPROXIMATELY $12,114.00 FOR ALL OF THE ROOF DECK UNITS.

The estimates are based on the further assumption that the final assessment when apportioned amongst the individual condominium tax lots will be apportioned to the Units in accordance with the proportion that each Unit's percentage of Common Interest bears to the aggregate Common Interest of all of the Residential Units and Roof Deck Units. However, no assurance can be given that this method of apportionment of real estate taxes will be the final method used by the City of New York taxing authorities in establishing real estate taxes. **For**

example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the Plan or as amended. The estimates are also based upon the projection of DL Partners that the taxable total assessed valuation for the Property upon partial completion of construction for the 2025/2026 tax year, as apportioned to all of the Residential Units will be $4,692,338.00, and as apportioned to all of the Roof Deck Units will be $52,012.00, while the final actual and taxable total assessed valuation for the Property upon one hundred percent (100%) completion of the construction of the improvements for the 2026/2027 tax year, as apportioned to all of the Residential Units, will be $8,743,088.00, and as apportioned to all of the Roof Deck Units, will be $96,912.00. However, no representation or warranties are herewith given by the Sponsor that the actual assessed valuations of the Property will not exceed or be less than those amounts or that the City of New York will use any assumed method of apportionment.

Projected real estate taxes for each of the Residential Units and Roof Deck Units are set forth in the notes to Schedule A located in Part I of the Offering Plan. See the Notes to Schedule A for a full discussion of projected real estate taxes.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion by D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, counsel to the Sponsor ("Sponsor's Counsel"), in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year. It is the opinion of Sponsor's Counsel that a Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000.00 ($5,000.00 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under section 164. The Federal limitation on the deduction for real estate taxes applies in the aggregate to 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 income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor nor Sponsor's Counsel make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,
(ii) qualifies and elects to be taxed under section 528, or

* All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments;

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty-five percent (85%)) of the square footage of the units must be used for residential purposes.

Under the Treasury regulations issued pursuant to section 528, a condominium management association must qualify annually for the election under section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

A condominium management association meeting the requirements of section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an

association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will qualify) or chooses not to elect the benefits of section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from nonresidential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

DLPARTNERS

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

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

TEL: 212.564.9800 | FAX: 212.564.9802
DLPARTNERSLAW.COM

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

OF COUNSEL
PAUL J. KORNGOLD

SENIOR COUNSEL
KELLYANN STANARD

SPECIAL COUNSEL
SUSAN M. SCHARBACH°

JANE S. JEONG

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

COUNSEL'S INCOME TAX OPINION LETTER

August 21, 2025

The Board of Managers of
Linden Lane Condominium
349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, New York 10019

Re: **Offering Plan for Condominium Ownership of Premises 349 West 51st Street (A/K/A 354 West 52nd Street) New York, New York 10019**

Gentlemen/Mesdames:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The Board of Managers of
Linden Lane Condominium
Premises: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, New York 10019
August 21, 2025

The condominium units of Linden Lane Condominium will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance and care of a multistory residential building being newly constructed at 349 West 51st Street, New York, New York. The newly constructed building will contain thirty-two (32) Residential Units and eleven (11) Roof Terrace Units. The By-Laws of the Condominium provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended, including the Tax Cuts and Jobs Act of 2017 ("Code"), the New York State Tax Law, the New York City Administrative Code ("Tax Law"), the regulations ("Regulations") promulgated thereunder and such other materials as we deemed relevant as they exist as of the date hereof, and we have assumed that the closing under the Plan will occur in 2026 pursuant to said Code, Tax Law and Regulations as they currently exist.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his 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 his 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 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A(d)(1) that the Owner

selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code. The Federal limitation on the deduction for real estate taxes applies in the aggregate to 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 income taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for the full amount of real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the New York State Tax Law; Section 11.1715 of the Administrative Code of the City of New York. However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to twenty-five percent (25%) of such deduction.

The Board of Managers of
Linden Lane Condominium
Premises: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, New York 10019
August 21, 2025

In addition to the Federal limitations on itemized deductions noted above, the benefit of a Unit Owner's deductions for interest and real estate taxes may be further reduced if the Unit Owner is subject to the Federal alternative minimum tax. Section 55 of the Code. It should also be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk" within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528, added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. These requirements are further discussed below.

If the Condominium qualifies as a condominium management association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, common charges, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least sixty percent (60%) of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) ninety percent (90%) or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association

property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least eighty-five percent (85%) of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one (1) year, it may nevertheless, qualify in one or more future years.

Based upon the information contained in Schedule A, the Description of the Property and Building Specifications and the Floor Plans to the Plan, we can affirmatively opine that the Property will qualify as a condominium management association under Section 528 of the Code and therefore the Condominium will be eligible to elect to be treated as a condominium management association under Section 528 of the Code.

Even if the Condominium Board is eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

Under existing law, the tax status of the Condominium Board is uncertain. The By-Laws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of

The Board of Managers of
Linden Lane Condominium
Premises: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, New York 10019
August 21, 2025

Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

The Board of Managers of
Linden Lane Condominium
Premises: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, New York 10019
August 21, 2025

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Rul. 74-75. 1974-1 Cum. Bull. 19; Rev. Rul. 86-14 I.R.B. 1986-5, 33.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Residential Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change and based upon the current financial status of the country, most likely will change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

The Board of Managers of
Linden Lane Condominium
Premises: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, New York 10019
August 21, 2025

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

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



DLPARTNERS

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

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

TEL: 212.564.9800 | FAX: 212.564.9802
DLPARTNERSLAW.COM

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

OF COUNSEL
PAUL J. KORNGOLD

SENIOR COUNSEL
KELLYANN STANARD

SPECIAL COUNSEL
SUSAN M. SCHARBACH°

JANE S. JEONG

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

February 10, 2025

Linden Lane
349 West 51 Street
New York, NY 10019

RE: 349 West 51st Street (a/k/a 354 West 52nd Street)
Block 1042, Currently Lot 54
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate assessments and taxes upon the completion of construction and creation of a condominium. You have requested our opinion concerning the real property tax assessment and real estate taxes to be levied upon the captioned premises for the first year of condominium operation which you have advised us will be the period January 1, 2026 through December 31, 2026. You have advised us that the project will consist of the construction of a building containing 32 residential condominium units with no commercial units and no parking. You have advised us construction has commenced pursuant to a new building permit and you expect construction to be complete by the December of 2025.

In order to prepare this letter and the opinion set forth herein, we have been supplied with certain information upon which we have relied. This information includes your acquisition cost and the estimated construction costs. We have also been supplied with a square footage analysis of the project contained in your proposed Schedule A. With the exception of information that is on publicly accessible web sites maintained by agencies of the City of New York, the factual information contained in this letter is based entirely on information provided to us by you or your agents and we have made no independent investigation of such information. This opinion letter and estimate of future real estate tax assessments and taxes is provided solely as an estimate of such assessments and taxes and we accept no liability in the event the opinions expressed herein

are not accurate. The projection of real estate taxes for years into the future is highly speculative and subject to change.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of economic value.

2. The estimate of the cost of the construction.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding 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 July 1. The tentative assessment roll containing the 2025/2026 assessed values was published on January 15, 2025. The tentative 2025/2026 assessment roll showed the following value:

Actual Assessed Value	Tax Class
$4,744,350	2

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by the sponsor, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium unit will be designated as tax class 2 property and will pay at the class 2 tax rate. The 2024/2025 tax class 2 residential tax rate has been set at $12.500 for each $100 of assessed. The 2025/2026 tax rate will be set later this year.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. There was increase in value for the 2025/2026 tax year as a result of the new construction which was placed on the tentative

assessment roll and is not subject to the five year phase in. In future years, part of the increases in assessed value will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

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

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

We caution you that it is likely that there may not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Predicated upon the foregoing, it is our estimate that the total taxable assessed value for the period January 1, 2026, through June 30, 2026, will be $2,372,175 and $4,417,365 for July 1, 2026 through December 31, 2026. We estimate the total assessed valuation at $8,834,730 for the post construction tax year of 2026/2027.

Therefore assuming the tax rates remain at the same level as currently set, we make the following estimates of the real estate taxes prior to any abatements or exemptions for the initial budget year January 1, 2026 through December 31, 2026:

Residential Units

January 1, 2026 through June 30, 2026 (6 months of the 2025/2026 Tax Year)

Assessed Value	Tax Rate	Tax (6 months)
$2,346,169	12.500%	$293,271

July 1, 2026 through December 31, 2026 (6 months of the 2026/2027 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$ 4,371,544	12.500%	$546,443

Cabana Units

January 1, 2026 through June 30, 2026 (6 months of the 2025/2026 Tax Year)

Assessed Value	Tax Rate	Tax (6 months)
$26,006	12.500%	$3,251

July 1, 2026 through December 31, 2026 (6 months of the 2026/2027 Tax Year)

Assessed Value	Tax Rate	Tax (6 Months)
$48,456	12.500%	$6,057

Residential Units Initial Budget Year Real Estate Tax	$839,714
Cabana Units Initial Budget Year Real Estate Tax	$9,308

Based upon our previous experience with such proceedings and with information you or your agents have furnished to us, we have issued the within letter which the specific understanding our opinion is not a guarantee of the amount of future real estate taxes. In no

event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate.

Interested parties should be aware that the estimate of the real estate tax assessments and taxes for the initial and post construction years cover a period into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. The estimates set forth in this letter are merely our opinion. Changes in economics, law or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes than the taxes estimated herein. This opinion letter is given as of the date hereof and we disclaim any obligation to you or any unit purchaser of any change which hereafter may be brought to our attention. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

DL Partners
Grace Powers
By: Grace Powers

RESERVE FUND

No provision has been made for any Reserve Fund for the Condominium other than any reserve fund set forth in Schedule B located in Part I of the Plan. Such funds may not be sufficient to pay for the replacement of capital items likely to be needed within the first five (5) years of condominium operation. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners. In the event a Reserve Fund is established for the Condominium, such contributions will be deposited into a separate Reserve Fund account.

For such period as Sponsor retains control of the Board of Managers, the Reserve Fund shall not be used to reduce estimated Common Charges.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND.

WORKING CAPITAL FUND

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to two (2) months Common Charges for the Unit being purchased, to the Board of Managers for its working capital (the "Working Capital Fund"). This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the two (2) months Common Charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the Working Capital contribution checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds, if held separately from the Working Capital Fund or Reserve Fund accounts. If necessary, the Board of Managers may impose a special assessment. The Board of Managers will be entitled to repay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero (0) after making provision for the amount of monies that would be generated by the payment of Working Capital contribution for each Unit in the Building. The Board may only prepay the promissory note to the extent there are funds in the Working Capital Fund. If the result of the closing adjustment is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as well as determined by the Board of Managers in its sole discretion. The Plan will be amended to reflect the terms and subsequent balance of any such promissory note entered by and between the Board and Sponsor.

Other than as set forth in Schedule B located in Part I of the Plan, no provision has been made for any Working Capital Fund other than the above. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

For such period as Sponsor retains control of the Board of Managers, the Working Capital Fund shall not be used to reduce estimated Common Charges.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF EITHER THE WORKING CAPITAL FUND OR THE RESERVE FUND.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is Cadence 51/52 Development LLC, with an address c/o Cadence Property Group LLC, 65 West 13th Street, 4th Floor, New York, New York 10011, a Delaware limited liability company authorized to conduct business in New York.

The sole principal of sponsor is Howard Glatzer ("Principal of Sponsor"). The principal of Sponsor maintains offices at the principal office of Sponsor, which is specified above.

Mr. Glatzer has been an active investor and developer of residential and commercial real estate for more than ten (10) years. Mr. Glatzer is a resident of the State of New York.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor. There have been no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Prior to this offering and within the preceding five (5) years of the initial date of filing hereof, neither the Sponsor nor Principals of the Sponsor have been a principal, nor have they had any prior public offerings in the State of New York, nor do they currently own ten percent (10%) or more of the unsold units in any other condominium, cooperative or homeowners association.

Selling Agent

The firm Brown Harris Stevens Development Marketing, LLC, with an office at 451 West Broadway, New York, New York 10012 has been engaged by Sponsor to be the exclusive Selling Agent ("Halstead"). Halstead is duly licensed under the laws of the State of New York as a real estate broker. The firm and its principals have been involved with the development and marketing of numerous condominium and cooperative projects in the metropolitan area for a number of years.

There have been no prior felony convictions or any prior bankruptcies, prior convictions, injunctions, or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally during the fifteen (15) years prior to the date of this Plan.

Architects

The Sponsor's Architect for the project is Architecture Outfit, located at 2 East Broadway, 3rd Floor, New York, New York 10038 ("AO"). AO, and/or the principals thereof, have been providing architectural services, including the preparation of Description of Property and Specifications reports, in excess of ten (10) years.

Thaddeus M. Briner, a registered architect in the State of New York and a principal of AO, prepared the report which Sponsor has adopted as Sponsor's Description of Property and Specifications included in Part II hereof. AO, and/or the principals thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services.

AO's past projects include, (i) The Cooper Park Commons, built on the historic Greenpoint Hospital site in East Williamsburg, Brooklyn; (ii) a mixed-use building on Central Avenue in Bushwick, Brooklyn; (iii) The Sorting House, a residential building on Manhattan's West Side, and many more.

Counsel to Sponsor

The Sponsor has retained the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP (D/B/A DL Partners), located at 9 East 40th Street, 5th Floor, New York, New York 10016, to represent it in the preparation and consummation of the Offering Plan. Jose M. Rivera, Esq., and Jonharold A. Cicero, Esq., both partners of the firm, drafted the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of deed and all other documents necessary in connection with the formation of the Condominium, and are advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Managing Agent

The Managing Agent for the Property for the first year subsequent to the First Unit Closing will be MD Squared Property Group, LLC which has a place of business at 7 Penn Plaza, Ste 601, New York, NY 10001. The Managing Agent or the principals thereof have been managing residential and commercial buildings in Manhattan and New York City for over seven (7) years. Some of the properties that MD Squared Property Group, LLC has managed are as follows:

502 Ninth Avenue Condominium, 502 9th Avenue, New York, NY
The Wachusett Condominium, 311 Amsterdam Avenue, New York, NY
220 Third Avenue Condominium, 148 East 19th Street, New York, NY
11 Hancock Place Condominium, 11 Hancock Place, New York, NY
The Nolita Place Condominium, 199 Bowery, New York, NY

MD Squared Property Group, LLC and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services. There have been no prior convictions, injunctions, or judgments against the Managing

Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally, that occurred within the fifteen (15) years prior to the submission of the proposed Offering Plan.

REPORTS TO UNIT OWNERS

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

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year or the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers, it shall be Sponsor's obligation to deliver to all Unit Owners a proposed annual budget which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be 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 for such inspection for a period of six years from the date of the First Unit Closing. The Sponsor shall, at the time of the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording office.

GENERAL

A. Each Unit Owner shall be required to comply with and abide by the Declaration, the By-Laws and the Rules and Regulations of the Condominium made in accordance therewith and to pay the Common Charges levied by the Board of Managers. Such obligations shall be enforceable by the Board of Managers by foreclosure of the statutory lien against the Unit for the amount of any such unpaid Common Charges or by suit to collect the same by action for damages, by injunction or by other appropriate relief.

B. There are no lawsuits or other legal proceedings pending, the outcome of which could materially affect this Offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all its obligations under the Plan, the Condominium or the operation thereof.

C. To the best of Sponsor's knowledge, the Property located at 349 West 51st Street, New York, New York was not the subject of a prior public offering. Sponsor has filed a CPS-1 Application to Test the Market for the Property.

D. The Declaration and By-Laws of the Condominium located in Part II of this Plan are made part of this Offering Plan.

E. Annexed to the By-Laws are the Rules and Regulations of the Condominium which shall apply until amended by the Board of Managers.

F. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein, must not be relied upon. This Plan does not omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation which is not expressly contained herein.

G. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

H. This Plan may not be changed or modified orally.

I. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in the case of an uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then-existing Purchasers or reducing the undertakings or obligations of Sponsor,

such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

J. Sponsor hereby represents that neither it or any of its agents has entered into a contract or agreement to sell a Unit and no deposits or advances of funds have been received or will be accepted, as of the date the Offering Plan is accepted for filing by the Department of Law.

K. Sponsor hereby represents that all of the Units offered in the Offering Plan are vacant and that none of the Units in the Building that are part of the Offering Plan were occupied by residential or commercial tenants as of the date of the submission of the Plan to the Department of Law.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

As against all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, Sponsor's designee, and/or their successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property (collectively, "Unused Development Rights"), which Sponsor is herein reserving for itself, its designee, and/or their successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended. Sponsor has also bound itself, its designee, and/or their successors and assigns from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) will allow any party, including Sponsor as the holder of Unsold Units, but excluding the Board of Managers of the Condominium, to build on or directly above the land and/or expand the Building.

With regard to (ii) above, the Sponsor, its designee, and/or their successors and assigns, may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such event, any construction by the Condominium shall (i) not increase the number of Units in the Building; (ii) be limited in scope to a minor alteration to a Unit and/or the Building; (iii) not have any material impact on the operating budget of the Condominium; (iv) not impact the Percentage of Common Elements allocated to any of the Units; and (v) be made only in accordance with the Condominium's Declaration and By-Laws and all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(af) of the Attorney General's Regulations. As used herein, "Unused Development Rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor, Sponsor's designee, and/or their successors and assigns, will not build any further on or above the Property. Any and all consideration paid to Sponsor, its designee, and/or their successors and assigns in connection with a transfer of any Unused Development Rights shall be the sole and absolute property of the Sponsor, its designee, and/or their successors and assigns.

Based upon the approved Building Plans for the construction of the Building, there are approximately three thousand fifty-five (3,055) square feet of Unused Development Rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable air rights and/or development rights pertaining to the Property at that time. Until such time as the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development air rights and/or development rights that

would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess air rights and/or development rights.

The Sponsor, Sponsor's designee, and/or their successors and assigns, herein have the right to cause all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, Sponsor's designee, and/or their successors and assigns, in the Register's Office of the County of New York in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owners', Board's, and/or mortgagees' interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor, Sponsor's designee, and/or their successors and assigns; (ii) any amendment to the Condominium Declaration which the Sponsor, Sponsor's designee, and/or their successors and assigns deem necessary or appropriate to effectuate their rights hereunder.

Failure of the Unit Owners and Board of Managers to comply with the terms of the Condominium Declaration shall result in liquidated damages payable by the Board of Managers to the Sponsor, Sponsor's designee, and/or their successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee, and/or their successors and assigns for the transfer, assignment or surrender of such Unused Development Rights.

As a result of Sponsor's reservation of Unused Development Rights for itself, its designee, and/or their successors and assigns, the Building may not be expanded without the purchase of said rights from Sponsor, Sponsor's designee, and/or their successors and assigns. Additionally, the transfer of such development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor represents that, to the best of its knowledge, the Description of Property and Specifications hereinafter set forth in Part II of the Plan, which Sponsor hereby adopts, accurately sets forth the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. Sponsor represents that Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Specifications. However, Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of equal or better quality. Sponsor further reserves the right to make all decisions relative to construction methods, practices and designs. In addition, Sponsor will, by the First Unit Closing or within a reasonable period thereafter, cure or cause to be cured all violations of record against the Property as set forth in the Plan.

The Description of Property and Specifications set forth in Part II of the Plan was prepared by Thaddeus M. Briner of the architectural firm of Architecture Outfit, and is included in this Plan in reliance upon the expertise of such firm.

PART II

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT AND SHOULD BE READ CAREFULLY BY EACH PROSPECTIVE PURCHASER AND SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER'S ATTORNEY BEFORE EXECUTING IT.

PURCHASE AGREEMENT ("Agreement")
LINDEN LANE ("Condominium")

Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Additional Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Residential Unit Number:_____, and Roof Deck Unit #_____ (if applicable)

Percentage Interest in Common Elements:

Residential Unit: _____%; Roof Deck Unit: _____% (if applicable)

Aggregate Down Payment, (not including custom work**):

Down Payment (10%) (50%, if applicable***) $_____

Balance Due at Closing $_____

Total Purchase Price*** $_____

Name(s) and manner in which title will be taken:_____

* If a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Down Payment equal to fifty percent (50%) of the applicable Total Purchase Price.

** Additional Deposit for custom work $_____

*** If applicable, the Total Purchase Price is allocated as follows: $_____ for the Residential Unit; and $_____ for the Roof Deck Unit Payment.

Statement of Seller

Cadence 51/52 Development LLC, with an address, c/o Cadence Property Group, LLC, 65 West 13th Street, 4th Floor, New York, New York 10011, a Delaware limited liability company authorized to conduct business in New York ("Sponsor" or "Seller"), has promulgated a Plan of Condominium Ownership of "Linden Lane" (the "Plan") pursuant to which the land with appurtenances and the Residential Units and the Roof Deck Units (sometimes collectively referred to as "the Unit" or "the Units") being newly constructed by Seller, located at 349 West 51st Street (A/K/A 354 West 52nd Street), New York, New York 10019, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Seller and to be recorded in the Office of the Register of the City of New York, New York County, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

AFTER DELIVERING AN EXECUTED AGREEMENT, TOGETHER WITH THE REQUIRED DEPOSIT, I WILL BE AFFORDED SEVEN (7) DAYS TO RESCIND THIS PURCHASE AGREEMENT AND HAVE THE FULL DEPOSIT REFUNDED TO ME PROMPTLY, PROVIDED THAT I HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SUCH DELIVERY. SUCH RESCISSION MUST BE BY WRITTEN NOTICE, ADDRESSED TO SPONSOR, AND BE POSTMARKED OR HAND DELIVERED NO LATER THAN MIDNIGHT OF THE 7TH DAY SUBSEQUENT TO MY DELIVERING THE EXECUTED PURCHASE AGREEMENT. IF I HAVE HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO MY MAKING THE AFORESAID DELIVERY, I SHALL NOT BE PERMITTED THE AFOREMENTIONED SEVEN (7) DAY TIME PERIOD TO RESCIND THIS PURCHASE AGREEMENT.

The seven (7) day rescission period is (delete whichever is incorrect): applicable; not applicable.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit and for the building in which it is located (the "Building"), prepared by Architecture Outfit (the "Architect").

Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together

with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit");

Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Unit**. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit for the Total Purchase Price stated above. The Down Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. If the check representing the Down Payment is returned for insufficient funds or for any other reason (i) such return shall be deemed a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled, and (ii) upon such cancellation 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 any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 2, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Seller.

2. **Closing of Title**. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Seller. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one (1) reasonable adjournment of up to fifteen (15) days, on five (5) days written notice by Purchaser to Seller, provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) herein. If, through no fault of Seller, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date, and Seller does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and common charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the closing of title occurs, and (b) Purchaser will be required to pay Seller, as a reimbursement of Seller's higher carrying costs for the Unit by virtue of the delay, and in addition

to the other payments to be made to Seller under this Agreement and the Plan, an amount equal to 0.03% (10.95% annual percentage interest) 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. If, though no fault of Purchaser, Seller 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 his Unit on the rescheduled Closing Date.

At the closing of title Seller shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be in the form contained in Part II of the Plan, executed and acknowledged by Seller in form for recording.

Simultaneously with the delivery of the deed, Purchaser (i) shall cause the proceeds of any mortgage loan to be transferred to the Seller on account of the Total Purchase Price, (ii) shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Seller and (iii) shall deliver the Balance Due at Closing.

Title to the Unit will close only after or concurrently with the occurrence of the events set forth in the Section of the Plan entitled "Closing of Title to Units".

3. **Power of Attorney to Board of Managers.** At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Seller at the closing of title for recording and to pay the recording fee.

4. **Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations.** Purchaser hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations and the Plan.

5. **Condition of Title.** Seller agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I thereof in the section titled "Terms of Sale," and Exhibits submitted in connection therewith (as well as other mortgages, if any, obtained by Purchaser). Purchaser will be responsible to pay the title company the entire premium for Purchaser's title insurance.

However, and notwithstanding anything herein to the contrary, Purchaser may obtain title insurance from any title insurance company or not obtain any title insurance at all, at Purchaser's sole discretion.

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Seller may pay and

discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments.** Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax or mortgage recording tax reimbursement as set forth in such Section, payment for title insurance, if Purchaser elects or is required by a lender to obtain same, recording fees for recording the Deed, Power of Attorney and any Partial Release and/or UCC-3 Termination Statement for the Unit related to Sponsor's financing encumbering the Building, ACRIS Service Fees of the Title Company required to close the Unit, real estate taxes, New York City Real Property Transfer Tax, New York State Transfer Tax, Seller's attorney's fees for closing the Unit, and costs associated with obtaining a mortgage loan. The legal fees of Seller's attorneys in the amount of $4,000.00 will be payable by Purchaser to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, if rendered by such firm, provided that an additional fee of $750.00 per closing shall be due and payable for any Unit closing which occurs outside the office of Seller's attorneys. A further fee of $750.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment of a purchase agreement or contract. Assignments are permitted only with prior written consent of Sponsor. A legal fee of $750.00 shall be payable for the work involved as a result of any adjournment by a Purchaser, beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation of a Purchase Agreement and/or release related thereto if prepared by such firm. Purchaser will also pay to the Board of Managers the sum equal to two (2) months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium. Except as otherwise provided in this agreement, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $750.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New York Clearing House Association or any successor organization. The obligation of the Purchaser to pay the transfer taxes as stated above shall survive the Closing.

Notwithstanding anything herein to the contrary, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance. If requested by Purchaser, Sponsor shall order on Purchaser's behalf from Chicago Title Insurance Company, provided Purchaser elects to obtain title insurance. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company, subject to the terms of paragraph 5 above.

7. **Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the

security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, on the Closing Date the only mortgage to which the Unit will be subject will be to any other mortgage(s) obtained by Purchaser.

8. **Mortgage Financing Contingency**. THE PURCHASE OF THE UNIT WILL NOT BE CONDITIONED ON FINANCING AND THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the Down Payment or the balance of the purchase price when due, fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser. Seller shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. If such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Seller has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment and any other amounts paid by Purchaser for any special or custom work shall be paid over to Seller as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Seller shall elect so to cancel this Agreement, Seller shall certify to its attorneys, D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, that title has not closed because of Purchaser's default, that a notice to cure was delivered to Purchaser and Purchaser has failed to cure the default within thirty (30) days from the mailing date or within thirty (30) days from personal delivery of such notice and that Seller has elected to cancel this Agreement by reason thereof, and D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Seller as liquidated damages the Down Payment (and the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser) and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If Sponsor instructs Escrow Agent 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 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 either (a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this

Purchase Agreement; (b) a subsequent writing signed by both Sponsor and Purchaser; or (c) a final, non-appealable order or judgment of a court. 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 Condominium is located and shall give written notice to both parties of such deposit. Seller shall reimburse D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP insofar as it is acting in its capacity as Escrow Agent for its reasonable cost and expenses, including attorney's fees and the fair value of legal services rendered by the Escrow Agent to itself incurred as a result of any dispute or litigation concerning the right to the Down Payment. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. If this Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **Agreement May Not be Assigned; Advertising**. Purchaser shall have no right to assign this Agreement without the prior consent in writing of Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. In the event Sponsor consents to the assignment of this Agreement, Purchaser shall pay D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP the legal fee of Sponsor's attorneys for reviewing the assignment agreement. Such fee shall be approximately $750.00, plus disbursements. Prior to, and for eighteen (18) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale without Sponsor's prior written consent. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above and to Seller at 515 Madison Avenue, New York, New York 10011 (with a copy to D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, 9 East 40th Street, 5th Floor, New York, New York 10016) or at such other address as either party may hereafter designate to the other in writing. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth (5th) day after mailing.

12. **No Representation**. Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller's Counsel or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services or amenities, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the

layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications identified in the Offering Plan for the Building are not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications identified in the Offering Plan for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error. This provision shall survive the closing of title to the Unit.

13. **Recording of Deed and Power of Attorney**. At the closing of title, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, New York County. Such deed and power of attorney will be in the form set forth in the Plan.

14. **Binding Effect**. This Purchase Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. **Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel**. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and before eighty percent (80%) of the Residential Units have been purchased. Seller also reserves the right to abandon the Plan after it has been declared effective pursuant to other provisions of the Offering Plan as set forth in the section titled "Effective Date of Plan". Additionally, the Plan shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Paragraph 2 hereof or in the Plan, for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Seller within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this Paragraph 15, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

Seller may cancel this Purchase Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at his address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the

manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

Notwithstanding anything herein to the contrary, Sponsor anticipates the First Unit Closing to occur on or about January 1, 2026 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. In the event that the First Unit Closing with a temporary or permanent Certificate of Occupancy is delayed twelve (12) months or more beyond January 1, 2026, then all Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

16. **Monies to be Held in Trust; Escrow Agent and Escrow Account; Down Payment; Payment of Purchase Price; Notice of Closing**.

The required Down Payment pursuant to this Agreement will be either ten percent (10%) or, if applicable, fifty percent (50%), of the Total Purchase Price for the Unit set forth in the Plan, as amended, which Down Payment shall be increased by special custom work or materials, if any, requested by Purchaser and agreed to by Sponsor in its sole discretion and as itemized in this Agreement.

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP , with an address at 9 East 40th Street, 5th Floor, New York, NY 10016, telephone number (212) 564-9800, to serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust (the "Deposit" or "Deposits"). Escrow Agent has designated the following partners to serve as signatories: Bruce H. Lederman, Esq., Wayne R. Landesman, Esq., Jose M. Rivera, Esq., Bettina Miraglia, Esq., Eric R. Garcia, Esq., Christopher M. Tarnok, Esq., Jonharold A. Cicero, Esq. and Grace Betancourt Powers, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

The Escrow Agent has established the escrow account at Sterling National Bank located at 489 Fifth Avenue, 5th Floor, New York, New York 10017 (the "Escrow Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP Escrow Account for The 349 West 51st Street ("Escrow Account"). Purchasers are further advised that a Purchaser's funds are insured by the Federal

Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Escrow Bank, the aggregate of Purchaser's funds at the Escrow Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Escrow Bank, that a Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non-interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Escrow Agent makes no guarantee of the solvency of the Escrow Bank. If the FDIC insurance limits change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

All Deposits remitted to Escrow Agent shall be in the form certified or official checks, personal checks subject to collection, money orders, or, subject to Sponsor's prior written approval, wire transfers, and shall be made payable to, or endorsed by the Purchaser to, the order of D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP, as Escrow Agent.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which, as of January 23, 2025, is approximately 0.10%. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Escrow Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at Closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account.

Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered to Escrow Agent along with the Deposits, the Escrow Agent shall sign the Purchase Agreement and place the Deposits into the Escrow Account. With ten (10) business days of the placing the Deposits in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposits. 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 with the terms of the Purchase Agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposits are placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the fully-executed Purchase Agreement and Deposits to Escrow Agent, the Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the fully-executed Purchase Agreement and Deposits 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, 16th Floor, New York, NY 10005-1413.

Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposits were 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.

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 Deposits of a defaulting Purchaser until after Consummation of the Offering Plan, as evidenced by the acceptance of an post-closing amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposits if so directed:

(a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; 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 Deposits pursuant to paragraphs (a), (b), or (c) above, and the Escrow Agent receives a request by either party to release the Deposits, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposits. If the Escrow Agent has not received notice of objection to the release of the Deposits prior to the expiration of the thirty (30) day period, the Deposits 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 Deposits within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposits 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 Deposits contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposits to:

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

(b) all Purchasers after an Amendment abandoning the Offering 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.

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of 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, Offering Plan, or any amendment thereto.

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

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).

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.

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.

Sponsor shall obtain, or cause the Selling Agent under the Offering Plan to obtain, a completed and signed 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), whichever may be applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 or Form W-8BEN, whichever may be applicable, along with any other items reasonably required by the Escrow Bank to open the account, the Down Payment will be deposited in a non-interest-bearing escrow account at the Escrow Bank.

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.

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.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit, or any other dispute between Sponsor and Purchaser and/or the New York State Department of Law, whether or not Escrow Agent is in possession of the Deposit and continues as Escrow Agent.

As an alternative to depositing Down Payments in escrow as set forth above, Seller may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. Notwithstanding the foregoing, no such alternative security shall be applicable to Purchaser unless the same is first disclosed in an amendment to the Offering Plan and approved by the New York State Department of Law.

YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

In the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than ten percent (10%) or, if applicable, fifty percent (50%), of the Total Purchase Price plus any interest earned thereon, may be retained as liquidated damages. Notwithstanding the above, the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser and agreed to by Sponsor, in its sole discretion may also be retained as liquidated damages. Seller agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing and/or the Consummation of the Plan.

The balance of the Total Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days prior written notice of the closing date for his Unit, which notice will also remind him of his obligation to pay the balance of the purchase price at that time and will state when Common Charges will be due and payable.

17. **Equipment and Furnishings**. Seller will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the purchase price of the Unit.

18. **Acceptance of Condition of Unit; Risk of Loss**.

(i) Purchaser shall accept title (without abatement in or credit against the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit, including custom work, or the Building or (b) other Units or (c) any recreation facilities and/or amenities or (d) the landscaped areas or (e) other portions of the Common Elements have not been completed. Minor details referred to in (a) above shall include but not be limited to any items which Purchaser may set forth or which are set forth on the Punchlist Inspection Statement, appearing in Part II of the Plan.

(ii) Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Seller or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title, but shall be obligated to make an inspection appointment with Seller or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

(iii) Purchaser represents to Seller that he or she has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date and subject to any other obligations of Seller under the terms of the Plan.

(iv) The risk of loss from fire or other casualty with respect to the Unit shall remain with Seller until the closing of title for the Unit. Seller at its sole discretion, reserves the right to either repair or restore such Unit (which election shall be made within one hundred twenty (120) days of loss or casualty) whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not covered by either Sponsor's insurance or the Board's insurance, with respect to the Unit. Additionally, in the event that Purchaser, or one claiming by or through Purchaser enters into possession of the Unit prior to the closing of title, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Seller shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR INSURANCE AGENT AS TO HIS OR HER INSURANCE NEEDS.

(v) Prospective Purchasers of a Roof Deck Unit are advised that the construction of a particular Roof Deck Unit may or may not be completed prior to the closing date of a particular Residential Unit. In such event, the Purchaser of a Residential Unit shall be required to close title to his or her Residential Unit and the Roof Deck Unit regardless of the fact that the Roof Deck Unit is not completed and available for use by such Residential Unit Owner. However, that portion of the Total Purchase Price of the Unit allocated to the Roof Deck Unit will be held in escrow by Sponsor's attorneys until the date that the Roof Deck Unit is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Roof Deck Units prior to the issuance of the Temporary Certificate of Occupancy for all of the Residential Units in the Building.

19. **Possession of Unit Prior to Closing**. It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and if the Seller so elects, the Seller may cancel this Agreement and the amount deposited hereunder shall belong to the Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property before, on or after the closing of title herein. The provisions of this Paragraph 19 shall survive the Closing.

20. **Sponsor's Inability to Convey the Unit.** Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten (10) days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

21. **Liability of Sponsor.** (i) The Sponsor's liability under this Purchase Agreement for failure to complete and/or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

(ii) The Sponsor and/or Purchaser shall be excused from timely performing any obligation or undertaking provided for in this Purchase Agreement and/or under the Offering Plan, as amended, for so long as such performance is prevented, delayed or hindered by the following occurrences or similar or dissimilar occurrences which are not within the control of Sponsor: an act of God, weather, fire, flood, explosion, war, riot, sabotage, outbreaks, governmental orders arising out of epidemics and/or pandemics, order(s) of public authority having jurisdiction implementing shelter-in-place rules, requirements and/or quarantine measures, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, government prohibitions, governmental restrictions, governmental orders, governmental preemptions or governmental approvals, strike, lockout, action of labor unions or any other cause. Purchaser's and Sponsor's time to perform such delayed obligations or undertakings shall be tolled for the length of time during which such performance and/or obligation was excused in accordance with this sub-paragraph or as otherwise determined in a final decision or order issued by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order (collectively, the "Tolling Period"). Any Tolling Period is subject to review by the New York State Department of Law and must be disclosed in an Amendment to the Offering Plan prior to becoming effective.

22. **Definitions**. The term "Purchaser" shall be read as "Purchasers" if more than one (1) person are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

23. **Gender**. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

24. **Other Agreements**. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

25. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

26. **Brokerage**. Purchaser represents and warrants to Seller that Brown Harris Stevens Development Marketing, LLC and _____, as the co-broker, are/is the only

broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, hereinafter the "Broker". Seller agrees to pay the commission earned by the Broker pursuant to a separate agreement between Seller and the Broker. Purchaser agrees that should any claim be made against Seller or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Seller and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Paragraph 26 shall survive the closing of title.

27. **Roof Deck Units**. The Roof Deck Units are located on the main roof level of the Building and Sponsor cannot make any representation that the Roof Deck Units may be used for any purpose except as permitted under the Zoning Resolution of the City of New York, as amended, and applicable law, ordinances and buildings codes. Residential Unit Owners can only rent their respective Roof Deck Units to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed by the Board. Neither the Sponsor or the Board will be responsible for any damage to items placed on the Roof Deck Units. Residential Unit Owners who place items on the Roof Deck Units do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

Residential Unit Owners must comply with all applicable Law regarding the Roof Deck Units, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the Roof Deck Units may not be completed prior to the closing of title to a particular Unit and the fact that a Roof Deck Unit may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. Purchaser shall be responsible for the payment of any state and city transfer taxes due in connection with the Closing of the Roof Deck Unit. The provisions of this paragraph 27 shall survive the Closing.

28. **Governing Law**. This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York, notwithstanding the principals of Conflict of Laws.

29. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

30. **Costs of Enforcing and Defending Agreement**. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement (including without limitation legal fees and disbursements related to escrow disputes to be determined by the Department of Law), or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise

enforcing either Seller's rights or Purchaser's obligations hereunder, provided Sponsor is deemed the prevailing party in such dispute.

31. **Acceptance by Seller**. 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 Down Payment to Sponsor, and a counterpart hereof executed by Sponsor and Escrow Agent has been delivered to Purchaser. Within twenty (20) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, together with the required Down Payment, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or

(b) reject this Agreement offer and refund the Down Payment tendered by Purchaser.

If Seller takes no action within said twenty (20) day period this Purchase Agreement shall be deemed null and void and Seller will return Purchaser's Down Payment within twenty (20) days.

Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

32. **Transfer Tax Returns**. At closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (TP-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and TP-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental officer.

33. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after February 17, 2016, the Purchaser of such real property interest must deduct and withhold a tax equal to fifteen percent (15%) of the purchase price unless the Seller furnishes a certificate that it is not a foreign entity or individual. Seller, a limited liability company formed pursuant to the laws of New York, will furnish to Purchaser a non-foreign

certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

34. **Custom Work**. Purchaser acknowledges and agrees that all custom work ordered by Purchaser, which is agreed to by Seller in its sole and absolute discretion, is to be performed by Sponsor's contractors. The cost of such custom work will be in addition to the total purchase price for the Unit and will be at the sole cost and expense of Purchaser. The Down Payment for the purchase of the Unit will be increased by the total cost of the custom work. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been disbursed or are required to pay for the custom work.

35. **Damage to Public Improvements, Amenities and Common Elements**. Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Element on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. The provisions of this Paragraph shall survive delivery of the deed at Closing.

36. **Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction**. If applicable, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to the Purchaser's Unit, to expressly waive any and all immunity from suit by Sponsor and/or the Board of Managers of the Condominium. Such Purchasers at closing will be required to execute the "Waiver of Diplomatic or Sovereign Immunity and Consent to Jurisdiction" which is attached hereto as **Exhibit A** to the Purchase Agreement.

37. **Smoking Policy.** Purchaser hereby acknowledges and agrees that no person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, terrace, and/or yard. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

38. **Confidentiality**. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers,

architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be deemed a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

39. **Purchaser's Representations**. 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 Down Payment 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 Down Payment.

Purchaser is not now, nor shall it be at any time prior to or at the Closing, 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 (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 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.

Purchaser has taken, and shall continue to take until the Closing, 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. App. 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.

The provisions of this Paragraph shall survive the Closing of title to the Unit or termination of this Agreement.

40. **Survival**. The closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom. All representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

41. **Conflict with Plan**. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

42. **Counterparts.** This Purchase Agreement and any Rider(s) attached thereto may be executed by facsimile and/or PDF signature and/or in any number of counterparts and each of such facsimile and /or PDF signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimile and/or PDF signatures and/or counterparts shall together constitute but one and the same Purchase Agreement.

[*Remainder of this page left blank intentionally*]

43. **Captions**. The captions in this Purchase Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Purchase Agreement, or the intent of any provision hereof.

Dated: _____, New York
_____, 20__

_____L.S.

_____Purchaser

Accepted:

_____L.S.

_____Purchaser

SPONSOR/SELLER:

Cadence 51/52 Development LLC

By:_____
Name:
Title:

Dated:_____, 20__

ESCROW AGENT:

D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP

By:_____
_____, Partner

Dated:_____, 20__

EXHIBIT A

WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

In consideration of Sponsor/Seller conveying title to Unit _____ of "Linden Lane," located at 349 West 51st Street, New York, New York and for other good and valuable consideration to Sponsor/Seller, the receipt and sufficiency of which is hereby acknowledged by Sponsor/Seller, Purchaser hereby agrees to the following:

Capitalized terms used and not otherwise defined in this Waiver shall have the respective meanings ascribed thereto in the Offering Plan, as amended from time to time.

Purchaser represents and warrants that the Purchase Agreement for Unit _____ and the sales transaction contemplated thereunder is a commercial rather than a public or governmental act, and that Purchaser is not entitled to claim immunity from legal proceedings with respect to Purchaser or any property of Purchaser on the grounds of sovereignty or otherwise under any law or in any jurisdiction where any action may be brought for enforcement of Purchaser's obligations thereunder.

To the extent that Purchaser has now or may hereafter acquire such, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and the Condominium Declaration and By-Laws, (i) immunity from the jurisdiction of any court (including but not limited to the courts of the United States or any State thereof) and (ii) immunity of Purchaser's revenues, assets or properties (whether commercial or non-commercial) (A) from execution upon, attachment in aid of execution upon, and attachment prior to a judgment of any such court, (B) from setoff, and (C) from any other legal action or proceeding taken to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws. In addition to the extent not prohibited by the laws of the United States or international law, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and/or the Condominium Declaration and By-Laws, "mission inviolability" as same has been interpreted under the Vienna Convention on Diplomatic Relations, 23 U.S.T. 3227.

Purchaser, Sponsor/Seller and the Board of Managers of the Condominium acknowledge and agree that all disputes arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws and all actions to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws may be dealt with and adjudicated in the courts of the United States of America or the State of New York, as Sponsor/Seller and/or the Board of Managers of the Condominium elect, and, by execution of the Purchase Agreement, Purchaser hereby expressly and irrevocably accepts for itself and, to the extent permitted by law, in respect of Purchaser's property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in any suit, action or proceeding arising, directly or indirectly, out of or relating

to the Purchase Agreement and/or the Condominium Declaration and By-Laws or in any action to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws. So far as is permitted under applicable law, this consent to personal jurisdiction by Purchaser shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Waiver, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by applicable law, Purchaser hereby irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection which Purchaser may now or hereafter have to the laying of venue or any suit, action or proceeding relating, directly or indirectly, to the Purchase Agreement and/or the Condominium Declaration and By-Laws in the State of New York, (ii) any claim that the State of New York is not a convenient forum for any such suit, action or proceeding, and (iii) any claim that Purchaser is not personally subject to the jurisdiction of the above named courts. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by law, 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 of competent jurisdiction shall be conclusive and binding upon Purchaser and may, to the fullest extent permitted by 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.

In the case of the courts of the United States of America and the State of New York, Purchaser hereby designates, appoints and empowers the party described below ("Purchaser's Agent"):

_____

_____

_____

as its authorized agent to accept and acknowledge for and on Purchaser's behalf service of process in any legal action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws, but for no other purpose. Purchaser acknowledges that the provisions of this Section 6, and the provisions of Section 8, below constitute a "special arrangement for service" within the meaning of 28 USC § 1608.

Purchaser shall have Purchaser's Agent execute all documents and affidavits reasonably necessary to insure that (i) the designation and appointment of Purchaser's Agent as such shall be irrevocable until one (1) year after the date of the closing of title to the Unit, and (ii) Purchaser's Agent shall not cease to act as the agent for service unless and until, in either case, another agent for such purpose reasonably satisfactory to Sponsor/Seller and/or the Board of Managers of the Condominium shall have been irrevocably designated and appointed and Purchaser shall have

delivered to Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, evidence in writing of such other agent's acceptance of such appointment. Any attempt by Purchaser's Agent to cease to so act shall be ineffective and without force or effect unless the foregoing provisions of this Section 7 shall be complied with.

Purchaser hereby consents to process being served in any suit, action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws either by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested to (i) Purchaser at the address set forth in the Purchase Agreement, if mailed prior to the closing of title to the Unit, and thereafter at the Unit conveyed, and (ii) to Purchaser's Agent at the address set forth in Section 6 of this Waiver. Service shall be deemed completed ten (10) days after delivery thereof to such party served. Purchaser irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service and agrees that such service (i) shall be deemed in every respect effective service of process upon Purchaser in any such suit, action or proceeding, and (ii) shall to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal, delivery to Purchaser. Copies of any process or other papers served on Purchaser's Agent shall be forwarded promptly to Purchaser but failure to do so shall have no effect on the effectiveness of such service on Purchaser's Agent. Purchaser undertakes to enter an unconditional appearance within thirty (30) days after the completion of such service.

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 (a) the appointment of Purchaser's Agent, (b) the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York, and (c) any other provisions of this Waiver.

Nothing in this Waiver shall affect the right of Sponsor/Seller and/or the Board of Managers of the Condominium to serve process in any other manner permitted by law or limit the right of Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

The provisions of this Waiver shall survive the closing of title to the Unit to Purchaser for the purpose of any suits, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or any action to enforce the Purchase Agreement and/or Condominium Declaration and By-Laws.

Dated: _____, 20__

_____

, Purchaser

_____

, Purchaser

POWER OF ATTORNEY

The undersigned, _____ the Owner of Unit No. _____ located at 349 West 51st Street New York, New York, in the Condominium known as "Linden Lane" consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of "Linden Lane Condominium" jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, including the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

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

The undersigned do(es) hereby nominate, constitute and appoint Cadence 51/52 Development LLC, a Delaware limited liability company authorized to conduct business in New York ("Sponsor"), Sponsor's designee, and/or their successors and assigns, as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 16 and 17 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with Articles 16 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor or its designee, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the

Condominium, or (c) any title insurance company selected by Sponsor or its designee, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do(es) further nominate, constitute and appoint Cadence 51/52 Development LLC, its designee, and/or their successors and assigns as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, its designee, and/or their successors and assigns in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its designee, and/or their successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

The undersigned do(es) further nominate, constitute and appoint (i) the persons who may from time to time constitute the Board of Managers of the Condominium jointly, and (ii) Cadence 51/52 Development LLC and/or its designee, their successors or assigns, as attorneys-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute, acknowledge and deliver, and, if necessary, to cause to be recorded in the Office of the Register of New York County, (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the Landmarks Preservation Commission, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any agreement, consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has (have) executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

FORM OF UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between Cadence 51/52 Development LLC, a New York limited liability, having an office at c/o Cadence Property Group LLC, 65 West 13th Street, 4th Floor, New York, New York 10011, "Grantor", and _____, "Grantee," residing at _____.

W I T N E S S E T H:

That the Grantor, in consideration of Ten Dollars ($10.00) and other 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 Unit known as Unit No. _____ in the Building known as Linden Lane, located at 349 West 51st Street, in the Borough of New York, New York County, City and State of New York and also designated and described as Unit No. _____ in the Declaration establishing Linden Lane (hereinafter called the "Property") made by the Grantor 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 _____, 20__, and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 20__, as CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated as Block No. 1042, Tax Lot No. _____ on the Floor Plans and Site Plan (the "Floor Plans") of the Building, certified by Architecture Outfit, filed in the Real Property Assessment Department of the City of New York on the _____ day of _____, 20__, as CRFN _____ and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, New York County, as Condominium Plan No. ____, CRFN _____ (hereinafter called the "Unit"). The land area of the Property is described as follows:

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of West 52ND Street (60' Wide) distant 182 feet and 5 inches (182.42') Easterly from the corner formed by the intersection of the Easterly side of 9TH Avenue (100' Wide);

RUNNING THENCE Easterly, along the Southerly side of West 52ND Street a distance of 92 feet and 7 inches (92.58') to a point;

THENCE Southerly, parallel with 9TH Avenue, 100 feet and 5 inches (100.42') to the center line of the block;

THENCE Westerly parallel with West 51ST Street and along the center line of the block 10 feet and 0 inches (10.00') to a point;

THENCE Southerly, parallel with 9TH Avenue, 100 feet and 5 inches (100.42') to the Northerly side of 51st Street (60 Wide);

THENCE Westerly, along the Northerly side of West 51ST Street a distance of 20 feet and 0 inches (20.00') to a point;

THENCE Northerly, parallel with 9TH Avenue, 100 feet and 5 inches (100.42') to the center line of the block;

THENCE Westerly parallel with West 51ST Street and along the center line of the block 71 feet and 1 inch (71.08') to a point;

THENCE in a northeasterly direction forming an interior angle of 85 degrees 09 minutes 40 seconds with the last mentioned line, 100 feet and 9 ½ inches (100.79') to the point or place of BEGINNING.

SAID PREMISES being situated at 354 & 360 West 52nd Street, Borough of Manhattan, County and State of New York.

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements");

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now

existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

TOGETHER with and SUBJECT TO EASEMENTS, rights of way, restrictions and encumbrances created by the Declaration for "Linden Lane" recorded in the New York County Office of the Register of the City of New York on the _____ day of _____, 20__ as CRFN _____.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid; this deed was authorized at a duly called meeting of the members of Grantor;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The Unit is intended to, and, subject to and by the terms of the Declaration, is to be used as a Residential Unit.

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 clause 18 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such

consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The Grantee accepts and ratified the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the office of the New York City Register, New York County.

This conveyance has been made with the consent of all the members of the party of the first part entitled to vote thereon at a meeting duly called.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

Grantor:

Cadence 51/52 Development LLC

By:_____
Name:
Title:

_____
Grantee:

_____
Grantee:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

AO

“Linden Lane” A Condominium located at
349 West 51st Street
[aka 354 West 52nd Street]
NY, NY 10019

Description of Property and Specification

Date:
August 19, 2025

Prepared by: **Architecture Outfit**
2 East Broadway, 3rd Floor
New York, Ny 10038

PROPERTY ADDRESS:	349 W 51st Street New York, NY 10019 Borough of Manhattan Block: 1042 Lot: 54
OWNER:	Cadence 51/52 Development LLC 65 West 13th Street, 4C New York, NY 10011
ARCHITECT:	Architecture Outfit 2 East Broadway, 3rd Floor New York, NY 10038
STRUCTURAL ENGINEERS:	Madsen Engineering 26 Broadway, 3rd Floor New York, NY 10004
MEP ENGINEERS:	EP Engineering 100 William Street, Suite 1205 New York, NY 10038

DESCRIPTION OF THE PROPERTY AND BUILDING CONDITION:

A. Location and Use of Property

B. Status of Construction

C. Site

D. Utilities

E. Subsoil Conditions

F. Landscaping and Enclosures

G. Building Size

H. Structural System

I. Auxiliary Facilities

J. Plumbing and Drainage

K. Heating and Cooling

L. Gas Supply

M. Air conditioning

N. Ventilation

O Electrical System

P. Intercommunication

Q. Public Area Lighting

R. Garages and Parking Area (Not applicable to the development)

S. Swimming Pools (Not applicable to the development)

T. Tennis courts, playgrounds and recreation facilities

U. Permits and Certificates

V. Violations

W. Unit Information

X. Common area finish schedules

Y. Safety and Warning Devices

Z. Additional Information Required

A. Location and Use of Property:

1.	Address:	349 W 51st Street NY, NY 10019 (primary) 354 W 52nd Street NY, NY 10019 (secondary)
2.	Block/Lot Number:	Block 1042 Lots 54 (54 and 57 combined)
3.	Zoning:	Clinton Special District, (R8). Building will comply with zoning requirements at closing.
4.	Permissible Uses:	Residential Building will comply with the use requirements at closing.
5.	Landmark Status:	None

B. Status of Construction:

1. Status of Construction: The project is currently under construction and is anticipated to be completed in October 2025. Construction commenced in February 2024.

2. Class of Construction: Class I-B Non-Combustible; applicable building code: 2022 NYC Building Code.

   Structural Frame = 2 hour Rated
   Load Bearing Exterior walls = 2 Hour Rated
   Non-load-bearing exterior walls= 1 Hour Rated
   Floors = 2 Hour Rated
   Roof = 1 Hour Rated
   Load Bearing interior walls = N/A
   Non-load-bearing interior walls = Non-Rated
   Unit Separation walls = 1 Hour Rated
   Stair enclosures= 2 Hour Rated

   The fire rating for the various elements noted above complies with all applicable code, regulations and law.

3. Certificate of Occupancy: A Certificate of Occupancy will be issued for the entire building upon completion, and Temporary Certificates of Occupancy will be issued for the residential units and other common elements prior to securing the Certificate of Occupancy.

4. DOB Permit: NYC DOB New Building BIS job number: NB. M00845252

   SOE: M00845352-S1
   Foundation: M00845352-S2
   Structural: M00845352-S3
   Plumbing: M00845352-S4
   Mechanical: M00845352-S5
   Sprinkler: M00845352-S6
   SCP: BWSO0046008754
   Tree Work: 40358

C. Site:

1. Dimensions: The site has a Lot Area of 11,732 square feet. The lot is a through lot with frontage along W. 52nd Street and W. 51st Street. The lot has 92'-3" of frontage along West 52nd Street and extends 100'-5" into the lot to a width of 101'-1". The site continues another 100'-5" to front West 51st Street at a width of 20'-0".

2. Respective Use: The building is a 7-story residential condominium building with a cellar and comprised of 32 residential condominium units with recreational areas for residents, a common terraced patio for residents and an entry garden for residential recreation use. The 51st Street screened street wall, gate and garden shall function as the primary and accessible entry into the building.

3. Streets: The building fronts W. 52nd Street and W. 51st Street . Both streets are owned and maintained by the City of New York.

4. Drive, Sidewalks and Ramps:

   a) Sidewalks: Sidewalks shall be repaired and/or replaced as necessary so that they are free of tripping hazards and ponding. The residential unit owners shall be responsible for the future maintenance and repair of the sidewalk in front of the entrances to the residential portion of the building per NYC DOT requirements. Both sidewalks in front of the residential entrances to the building will be ADA compliant.

   b) Ramps: An ADA accessible ramp and pathway will be constructed from the West 51st street entry to the rear residential patio area of the building, providing an accessible path from the city street to the building entrance and vestibule/lobby located at the south side of the building. See Landscaping and Enclosures for more detailed information.

   c) Paving: Sidewalks along West 52nd and West 51st Street frontages will be replaced and/or repaired, as necessary, with 4" concrete over 6" gravel in accordance with NYC guidelines.

   d) Curbing: Steel-faced concrete.

   e) Catch Basins: Catch Basins are existing on both streets. Sidewalks are sloped to drain water away from the foundation of the building.

   f) Street Lighting: Street lighting is provided and maintained by the City of New York. Lighting at both West 51st Street and West 52nd Street entries are provided.

   g) Vaults: None

5. Flood Zone: The project is not in a Flood Zone.

D. Utilities:

1. Electric: Electrical service to the building is provided by Con Edison, with Residential Unit distribution individually sub-metered by a residential sub-meter assembly and technology provided by Quad Logic. All public lighting and power in the common elements will be metered by a house meter.

2. Water: The incoming water service is provided by the New York City Department of Environmental Protection.

3. Sewer: The building shall utilize a combined 8” sanitary and storm sewer connected to the New York City Department of Environmental Protection street main on West 52nd Street. Storm drainage is diverted to a storm detention tank located at the cellar level and gravity drained, at the DEP acceptable flow rate, to the combined sewer as required by NYCDEP.

4. Natural Gas: There is no gas service in the building.

5. Telephone, Cable TV, and High-Speed Internet:

    a) Verizon FiOS and Spectrum will provide cable television, internet, and telephone service to the building. Wiring designed for CATV transmission is provided from the Telecom MDF room in the cellar to NID Boxes within each Residential Unit. Each Residential Unit has distribution wiring from the NID Box to various CATV jack locations throughout the unit.

    b) Each Residential Unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of operation and service use for their individual Residential Unit.

    c) Internet, Cable TV and phone services in shared and common residential areas, including residential amenities, will be provided as a Residential common expense under a separate account.

E. Subsoil Conditions:

1. Subsoil conditions were analyzed by a geotechnical engineer, who performed soil borings and prepared a boring report. The geotechnical engineer verified that the subsoil conditions possess the required soil bearing capacity. The cellar is constructed with concrete foundation walls throughout and concrete columns within. There is a concrete slab at cellar grade throughout as well.

    a) The foundation will be new construction. The building is founded on rock with various concrete mat slab thicknesses and tie-down anchors.

    b) Ground water is present approximately 8 to 14 feet below grade as observed in test pits. The foundation floor slab and walls are designed to resist hydrostatic lift and are to be waterproofed with membrane waterproofing.

    c) Subsoil environmental site issues: None.

F. Landscaping and Enclosures:

1. Grass covered areas:

    a) The landscaped garden portion of the site between the 51st Street garden street wall and the residential building will have approximately 700 square feet of softscape landscaping comprised of a mixture of grass covering, plantings and trees.

2. Paved Areas:

    a) The accessible ramp, and landings from the 51st Street garden street wall to the residential portion of the building will be surfaced with wet set porcelain pavers over the structural slab on grade. Steps located in the garden area will have stone treads and risers.

b) The patio and secondary walkway located within the garden portion of the site between the 51st street garden street wall to the residential portion of the building will be surfaced in stabilized gravel.

c) The outdoor terraces for the residential units and common recreational areas on the cellar and ground level will have porcelain pavers on pedestals. Roof terraces at the roof level will have a 24" x24" concrete paver and pedestal system.

3. Plantings: A mixture of plantings consisting of shrubs, perennials, winter & spring bulbs and vines will be planted in the garden portion of the site.

4. Trees: Shade and pollution tolerant birch and honey locust trees will be planted in groves within the garden portion of the site along with grasses. 3 street trees will be planted within the sidewalk along West 52nd Street.

5. Fencing: Fencing will be located at exterior spaces of the cellar level, ground level and roof level. The fencing will operate as partitions between individually owned limited common elements as well as limited common elements and common elements.

a) A fence operating as the street wall (written as garden street wall throughout this text) will be located at the 51st Street entry spanning between the east and west existing party walls and rise to height of 16'. The garden street wall will function as a street wall, aligning with the neighboring street walls, creating an access control point along the 51st Street entry. The garden street wall will incorporate a gate providing controlled access to the property. The garden street wall will be supported by a structural steel frame anchored to a concrete curb and foundation as well as the existing masonry party walls. The garden street wall will be clad in painted architectural metal.

b) Fencing at the cellar level will operate as partitions between units 1A, 1B, 1C and the common patio area. Fencing will be extended to a height 8 feet above ground level and be constructed of concrete masonry units and steel with brick veneer at the common patio facing surfaces and stucco at all other locations. Stone coping will cap the tops of all fencing.

c) Fencing at the ground level will operate as partitions between units 1A, 1B, 1C and the common patio area. Fencing will be extended to a height of 8 feet above the ground level and be constructed of concrete masonry units and steel with brick veneer at the common patio facing surfaces and stucco at all other locations. A fence constructed of painted metal posts and horizontal painted metal slats will operate as a partition between unit 1A patio walkway and unit 1B patio.

d) Fencing at the ground level will operate as a partition between unit 1A and neighboring properties to the south and west. Fencing will be extended to a height of 8 feet above the ground level and be constructed of concrete curb & concrete masonry units with stucco finish and a stone coping.

e) Fencing at the grade level of the eastern neighboring property (approximately 2nd floor level) will be constructed between the building southeast corner and the southeast corner of the property. Fencing will operate as a partition between the neighboring property and the patio of unit 1C. Fencing will be extended to a height of 6 feet above grade.

f) Fencing at the roof level will operate as partitions between common roof terraces and other individual roof terraces. Fencing will rise to a height of 4'-6" above the roof level and will be supported by painted metal posts anchored to the structural concrete roof

slab. Fencing will have horizontal painted metal slats and painted metal trim. Fencing at the roof level will incorporate gates for access(see gates section).

g) Fencing will be used to screen the mechanical equipment for units 1A, 1B and 1C at the cellar level sunken patios. These fences will be clad in composite wood planks and will provide open free air space of 50% when located in front of the mechanical equipment.

6. Gates: Gate will be located at exterior spaces of the cellar level, ground level and roof level to provide access to individual limited common elements, common areas, and mechanical equipment.

   a) A gate will be located within the garden street wall at the 51st Street entrance. The gate will be 8 feet in height and will provide secure access control to the site as well as meet ADA requirements. The gate will be supported by a structural steel frame and be clad in painted architectural metal.

   b) Gates will be located at the cellar level units 1A, 1B and 1C. These gates will operate as a mechanical screen when closed for each unit's respected mechanical unit located at the cellar level. When open, the gate will provide access to each mechanical unit. Gates will be constructed of painted metal frames with painted metal slats.

   c) Gates will be located at the ground level and will provide controlled access to units 1A, 1B, and 1C private ground level patios. Gates will be 8 feet tall and will have painted metal frames with painted metal slats. The gates will have hardware providing secure access control to individual patio spaces.

   d) Gates will be located at the roof level and will provide access to each private roof terrace from the common roof terrace. Gates will be supported by painted metal frames and will have painted metal slats. Gates will be 4'-6" in height.

7. Garden walls: Garden walls will be located at exterior spaces of the ground level units 1A, 1B, 1C and common patios. The garden walls will operate as decorative structure as well as guard rails where some areas have level differences of more than 30". Garden walls will be constructed with concrete and/or concrete masonry units with a stucco finish and stone coping. The garden walls will be 1 foot to 3 feet 6 inches in height.

8. Retaining Walls: Retaining walls will enclose the sunken patio areas at cellar level and rear patio areas at ground level as well as provide soil support at the garden portion of the site.

   a) Retaining walls at cellar level to ground level will be constructed with reinforced concrete and will be waterproofed to prevent the intrusion of ground water. Retaining walls will be finished in stucco.

   b) Retaining walls at ground level to the adjacent grade will be constructed with reinforced concrete and will be finished in stucco with stone copings.

   c) Retaining walls at garden portion of the site will be used to terrace the landscape planters and provide soil support at slopping ramps. Retaining walls will be constructed with reinforced concrete and finished in stucco with stone copings.

9. Display Pools and Fountains: None

G. Building Size:

1. Total height: The building's height, upon completion, will be 66'-0" from proposed mean top of curb to top of structure.

2. Crawl spaces: None

3. Number of Cellars: 1 Cellar located approximately 14' below grade (11' below the ground floor).

4. Number of floors: The building will have a total of 7 stories above grade.

5. Equipment rooms: The Cellar contains mechanical equipment rooms, tenant storage lockers, bicycle storage, building management services (super's office), toilet, and trash compactor room,

6. Parapet: The parapets shall be extensions of the building's exterior walls which will maintain of minimum height of 3'-6" above the walking surface.

H. Structural System:

1. Foundation: The building is founded on rock. The foundations are reinforced concrete, which is comprised of spread footings under columns, continuous footings under foundation walls, and a mat foundation under the elevator, stair core and shear walls. The cellar slab is a pressure slab designed to resist hydrostatic uplift. Rock anchors were installed to provide additional uplift anchorage for overturning due to lateral forces on the overall building. The foundation slab waterproofing consists of a continuous waterproofing membrane on a mud slab. The vertical portions of the foundation have a continuous waterproofing membrane, ½" drainage mat, and 2" XPS rigid insulation.

2. Superstructure: The superstructure for the residential building consists of 8" and 10" concrete slabs. Lateral forces are resisted by structural concrete shear walls at the elevator and stair core as well as along the east and west lot line walls. Reinforced concrete columns convey gravity loads down to the building foundations.

    a) Walls, partitions and floor/ceiling assemblies separating dwelling units from each other, from adjacent occupancies, from public or service areas, from stairs or from mechanical equipment spaces, including boiler rooms, or elevator or other shafts shall have a sound transmission class (STC) for air-borne noise of not less than 50. Floor/ceiling assemblies between dwelling units and sleeping units or between a dwelling unit or sleeping unit and a public or service area stair, exterior mechanical equipment, or other mechanical equipment space, including boiler rooms, shall be constructed of assemblies having an impact insulation class (IIC) rating of not less than 50. The wall, partition and floor/ceiling assemblies will comply with NYC code Sections 27-768 and 27-679 regarding the minimum STC requirements for building structures and acoustical isolation of dwelling units.

        I. Sound insulation between floors is comprised of a 3/16" thick Sound Control Underlayment (see (W)(3) Finishes).

    b) Slab depressions are provided to accommodate slope at roll-in shower locations.

    c) Thermal isolation connections are used between balcony slabs and interior slabs to provide thermal breaks.

3. Walls:

    a) Opaque walls - The building envelope consists of several systems: reinforced cast-in-place concrete, heavy gauge metal framed walls, and concrete masonry walls. Finish materials include modular, Norman size, masonry brick (Brick) by Glen-Gery, painted metal composite (Metal Panel) by Alfrex, and exterior insulation finish system (Stucco)- by Sto Corp.

        I. Exterior Wall - Brick: Located on north façade floors from ground to roof level and south façade floors from cellar to 3rd floor. Consisting of 3 5/8" face brick with a 1.5" air space, 4" semi-rigid insulation, over backup wall of either 3 5/8" metal stud cavity wall with 3" closed cell spray insulation or reinforced cast in place concrete (columns and slab edges). Fenestration openings in brick walls will be provided with precast masonry sills, sloped to drain water away from building façade.

        II. Exterior Walls – Metal Panel: Located on south façade floors 3rd floor to roof and portion of 2nd floor. Consisting of painted aluminum panel rainscreen system on subframe with a 1" air space, 4" semi-rigid insulation, over backup wall of either 3 5/8" metal stud cavity wall with 3" closed cell spray insulation or reinforced cast in place concrete (columns and slab edges).

        III. Exterior Walls – Stucco (EIFS: Exterior Insulated Finish System): Located on the east façade at all levels, west façade above neighboring roof line, and all bulkheads. Consisting of StoTherm ci GPS product (internally drained): Air and Water Barriers, 4" thick continuous exterior GPS insulation (R-5 per inch), Reinforcement Mesh, and Base & Finish Coat, over backup wall of either 6" metal stud cavity with R-19 insulation or 12" min thick reinforced concrete (shear walls) or CMU. The interior side of the wall consists of furring strips and 5/8" gypsum wallboard.

        IV. Exterior Walls – Abutting: Located on East façade where neighboring building abuts exterior wall. Consisting of 2" minimum rigid insulation over reinforced cast in place concrete or CMU.

    b) Local Law 11 of 1998, Façade Inspection Safety Program (FISP) is applicable. Owners of properties higher than six stories must have exterior walls and appurtenances inspected every five (5) years during standard reporting periods established by the City of New York– and they must file a technical façade report with the City of New York. The reporting cycle will begin after TCO (Q4 2025) with the current Cycle 10, Sub-cycle 10C.

    c) Window Fenestration:

        I. Manufacturer:
            i. Unit windows and doors are manufactured by Architectural Window Manufacturing Corporation and consist of the following: Series 3042i for projected and fixed windows, Series 3400i casement, & fixed windows, Series 3442i casement, & fixed windows, and Series 924i for terrace doors.
            ii. Storefronts are manufactured by All City Glass & Mirror.

        II. Frames: The windows will be thermally broken aluminum windows. Fixed and operable casement windows will be painted aluminum frames and be thermally broken. Windows will be installed with in-swing casement-type operable windows and window guards (see window guards). All exterior

windows will be caulked.

III. Glazing: Will be 1” double glazed windows. All glazing will be Ornilux Mikado bird friendly glazing.

IV. Energy Code Compliance: Windows will achieve energy code compliance will have a U=0.24 and a SHGC=0.36

V. Warranty: The windows will have the following warranties:

i. A 5-year workmanship warranty
ii. A 20-year exterior finish warranty
iii. A 5-year interior finish warranty
iv. A 10 year glass warranty.

VI. Window guards: Limiting devices will be provided as required by NYC code.

VII. Lot line windows: There are five (5) lot line windows located in residential units 3C, 4C, 5C, 6C and PH-C. No lot line windows are included in the calculations to provide the required light and ventilation required by code for residential units. These fixed units have a sprinkler above each window as required by code. Should the vacant parcel of land adjacent to our property’s eastern facade be developed with a building covering our lot line windows, it is possible that these lot line windows will have to be in-filled with a fire rated assembly. In the event that any or all of the lot-line windows must be sealed, all construction to enclose the windows shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction is estimated to be $4,500 per window and shall be the sole responsibility of the Unit Owner or Owners affected, and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

VIII. Light and Air Requirements: Exterior windows will meet NYC Code Light and Air requirements where applicable.

IX. Window Treatments: Shade pocket provisions provided for future installations

d) Storefronts will be located at the building entrances and fenestrations at the common area spaces. The storefront systems will be made by Kawneer and will have aluminum thermally broken frames. Frames will be center glazed with insulated, tempered/laminated safety Ornilux Mikado A61 bird friendly glass. Storefront entry doors will have overhead closers with operating arms, magnetic locks and aluminum geared hinges.

4. Parapets and Copings: Parapets at roof level are framed with autoclave aerated concrete block (ACC block) at the roof insulation level to provide thermal break. Above the ACC block, CMU continues the framing to maintain a 3’-6” height above walking surface. Parapets located at bulkhead consist of reinforced cast-in-place concrete curbs with continuous insulation on all surfaces. Parapets at penthouse bulkheads are framed with metal studs infilled with rigid insulation.

a) Copings: All parapets, except at the top of the north façade, will have painted metal copings. At north façade parapet, coping will be precast masonry. All copings will be secured in place to meet NYC Code.

b) Inward face of parapet walls will be finished with Stucco from the counter flashing at the roofing membrane to the underside of the coping.

5. Chimneys and Caps: There will be one (1) refuse chute connected to the compactor located on the cellar floor that will extend from the cellar floor to the roof. The chute is 24" diameter, #16 gauge aluminized steel. There are no fireplaces, flues or chimneys.

6. Balconies and Terraces:

   a) Balconies: Units 4A, 4B, 5A, 5B, 6A, 6B, PH-A, and PH-B have walk-out balconies on the south facade of the building. Balconies are accessed from each residential unit from the 4th, 5th, 6th and 7th floors.

      I. Balcony structure will be reinforced concrete slab with a Shock Isokorb thermal break between exterior and interior slabs. Balcony slabs will taper away from building to provide drainage away from building.

      II. Balconies will have continuous guard rail comprised of a steel framed low walls 1'-7" above finish floor. The low wall will be clad in metal panels on the exterior face, coping and interior face. A painted metal guard rail will be anchored to the inside face of the low wall, to the steel framing, and will have a height of 3'-6" above the finish floor. The metal guard rail will consist of vertical stanchions. No additional protection requires as guard rail design does not create "ladder effect".

      III. Balconies floor decking will be Ipe wood plank decking tiles approximately level with interior finish floor for ADA accessible transition at door threshold. Deck tiles will be raised by a subframe providing cavity space below for drainage.

      IV. Underside of balconies will with have stucco finish over the underside of the concrete slab

      V. Balcony doors: See C) Windows Fenestration.

   b) Roof terraces: There are 11 private rooftop terraces accessed through the common area of the roof. The roof is accessed by the elevator and elevator lobby at the bulkhead on the roof level. PH-A, PH-B, PH-C and PH-D have rooftop terraces that are each accessed through private stair bulkheads connected to each penthouse.

      I. PH-A, PH-B, PH-C and PH-D bulkheads will be framed in heavy gauge metal framing and clad in stucco finish. Bulkheads will have a height of approximately 12' above finish roof level.

         i. PH terraces will be equipped with a receptacle, hose bib and wall sconce for lighting.

         ii. PH terraces will be enclosed with fencing (see fencing).

         iii. PH terraces will have a 2'x2' precast concrete paver and pedestal system.

         iv. PH terraces will have gates (see gates) providing access to roof common area.

II. The 11 private roof top terraces will be enclosed with fencing (see fencing) and a gate (see gates) for access.

i. Terraces will have a 2'x2' precast concrete paver and pedestal system.

ii. Terraces will be equipped with a shared receptacle.

7. Exterior Entrances for the residential portion of the building:

a) Exterior Doors and Frames: The main entrance to the lobby will be thermally broken and made of aluminum frame and glass. The doors will have lockable electronic hardware with key and card access managed by a system provided by ButterflyMX (see O: Intercommunication)

b) Vestibule Doors and Frames and handrails: There will be a vestibule at each common entrance with an interior storefront door and window enclosing the vestibule, made of painted aluminum frame and glass.

c) Mailboxes: Mail to be placed in individually keyed US Postal Service approved mailboxes for each Residential Unit which will be located in the main lobby of the building with parcel lockers. A package room for resident deliveries to be received by building staff is located at the cellar level.

d) Lighting: Refer below to (p) under lighting fixtures.

e) USPS: The main entrance for the USPS is the south entrance on the 51st Street side on the ground floor at the residential entrance.

f) Drainage: The West 52nd street and West 51st street entries will both have canopies directing water away from the entry doors. The sidewalk directly in front of the residential entries slope away from the building towards the street. All storm water is adequately drained.

g) ADA compliance: The residential entry door accessed from the West 51st street side will comply with ADA requirements. Entry door sills will have a maximum of ½" elevation change from adjacent grade. Adequate pull bars and clearances will be provided. The front entry door will be built free of tripping hazards and ponding.

8. Roof and Roof Structures: There are two types of roofing assemblies – an IRMA roofing assembly occurs over the main roof level; a conventional roofing assembly occurs at all bulkhead roofs.

a) IRMA roofing system: The IRMA roofing membrane will be Johns Manvil Dynaweld base and Dynaweld Cap 180 FR and PMMA cold applied at terminations and penetrations and installed over the concrete roof structure, which will be positively sloped to pitch to drains. Drainage board will rest directly on the membrane and be covered by 6" thick minimum loose laid extruded polystyrene insulation. The insulation will be covered with filter fabric. Pavers mounted on adjustable pedestals will top the assembly to provide an accessible surface for residences

b) Conventional roofing system: A roofing vapor barrier membrane will be Johns M Dynaweld base and JM Dynaweld Cap 180 FR with PMMA cold applied flashing at terminations and penetrations installed to tapered insulation. The tapered 6" thick minimum polyisocyanurate insulation will be fastened or adhered over the roof deck

and vapor barrier. A high density coverboard is then fastened or adhered over the insulation followed by the roofing membrane. Walkway pads will be provided along paths expected to receive heavy traffic for the maintenance of bulkhead rooftop mechanical equipment.

c) Bond or guarantee: Manufacturer's standard 20-year NDL with overburden rider covering the expense of removing and replacing the roof pavers in the event a warranty repair is required. The commencement date of the roof warranty is expected to be on or about September 1, 2025.

d) Drains: Roof drains, including overflow drains, are provided at all roof levels. Standard roof drains and overflow roof drains are 4" Cast Iron construction. Roof and overflow drain coverage per NYC BC. The roof level has 6 roof drains with 6 overflow drains. The bulkhead has 1 roof drain with 1 overflow drain. Penthouse bulkheads use painted metal through wall scuppers and downspouts for primary and secondary (overflow) drainage.

e) Skylights: None

f) Bulkheads: Mechanical equipment and stair bulkheads are located on the main roof.

I. Stairs: The egress stair bulkhead located at the roof level is constructed of concrete with a stucco finish on the exterior. The Penthouse stair bulkheads located at the roof level are constructed of heavy gauge metal studs with a stucco finish on the exterior.

II. Elevator: The elevator bulkhead is constructed of concrete with a stucco finish on the exterior.

III. Mechanical bulkhead is constructed of concrete and heavy gauge metal studs with a stucco finish on the exterior.

g) Metal work at roof levels:

I. Mechanical platform: A mechanical platform supported by a structural steel frame will support mechanical equipment. The platform will be at an elevation of approximately 10'-8" above the finished roof level. Additional mechanical equipment will be located under the platform.

II. Mechanical Screen: A mechanical screen will enclose the mechanical platform and will continue over the main building bulkhead to enclose additional mechanical equipment located on main building bulkhead. The mechanical screen will be made of perforated and corrugated painted metal panels. The mechanical screen will be fastened to structural steel frame anchored to the roof and bulkhead roof slabs.

III. A Metal ladder and platform on steel frame will provide access from the bulkhead roof to the elevator equipment room within the elevator bulkhead.

IV. Access to the bulkhead roof will be through 2 hatches located above each common egress stair roof landings. Hatches will also operate as smoke vent hatches as required at the top of each egress stair. Access to each hatch will be by a metal ladder located below each hatch and will extend from roof level to bulkhead roof level.

9. Roof Top Facilities: The main roof will have both a common roof as well as private terraces

for residential unit owners (see terrace section). Rooftop will be allocated as an accessory to the residential space in the Certificate of Occupancy,

a) The residential common roof area is approximately 550 SF with an additional approximately 1000 SF of circulation space providing access to elevator lobby, egress stairs, and individual roof terraces. The overall roof maximum occupancy permitted is 32. Circulation space meets FNDY clear path requirements.

b) Common roof areas will have 2'x2' precast paver and pedestal throughout. Fencing will separate individual terraces from the common roof space (see fencing).

c) The common roof area will have an outdoor kitchen with 1 electric barbeque and 1 outdoor sink.

d) Outdoor furniture includes tables and chairs for common use.

e) Local Law 92/94 Sustainable roofing zones / green roof and or solar photovoltaic electrical generating systems. Exempt under excluded areas designated for mechanical equipment, parapets, guardrails, and areas for recreational spaces including accessory to the use of the building for the building occupants use that are documented on the certificate of occupancy or DOB -approved filing.

10. Fire Escapes: None.

11. Yard, Courts and Terraces: A common entry patio will be located on the ground level in the rear yard and accessed by the garden off the West 51st Street entrance and the main building entrance on the south side of the building. A common sunken patio will be located at the cellar level in the rear yard and accessed by the common patio, yoga amenity room and cellar egress door. Residential units 1A, 1B and 1C will have sunken patios at the cellar level and patios at the ground level in the rear yard with exterior stairs connecting the sunken patios and patios.

    a) Units and common area sunken patios at cellar level will be enclosed with garden walls (see garden walls) and retaining walls (see retaining walls). Floors will have 2'x4' porcelain paver and pedestal throughout. Terrace doors will provide access from building cellar level to each individual sunken patio.

    b) Units and common area walk-out patios at ground level will have bridges extending over the sunken patios connecting the main building to the ground level patios. Bridges will be constructed with a reinforced concrete slab separated from the main building slab with an Schock Isokrob thermal brake and sloped away from building to drain water away from the building. Bridges will be surfaced in porcelain tiles for a walking surface and stucco finish on the underside. Bridges will have a 42" tall guard rail consisting of painted steel framing

    c) Stairs connecting sunken patios with ground level patios will be constructed with cast in place concrete and finished in precast concrete treads.

    d) There are no Courts at the building

    e) Drains: Area drains are provided at each divided sunken patio. Standard area drains are 4" Cast Iron construction and drain into the storm water detention tank. Area drains coverage per NYC BC.

12. Floor Assembly for residential portion of building:

a) In all areas inside of residential apartments, other than bathrooms, on top of the concrete slab will be a self-leveling topping slab followed by a 1/4" thick sound deadening underlayment. Finished floors at all residential units are shown on the Apartment Interior Finishes Schedule included in this Report on the Unit Information section (W).

13. Interior Stairs:

a) Number of stairs of each type:

I. Stair A: 2-hour egress scissor stair at Cellar-Roof.
   i. Serving: Cellar, Ground floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, roof.
   ii. Stair construction – Concrete
   iii. Stair enclosure – 2 hour rated concrete & 2 hour rated metal stud walls

II. Stair B: 2-hour egress scissor stair at Cellar-Roof.
   i. Serving: Cellar, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, roof.
   ii. Stair construction – Concrete
   iii. Stair enclosure – 2 hour rated concrete & 2 hour rated metal stud walls

III. Stair C: Egress stairs from ground floor to West 52nd street sidewalk.
   i. Serving: Ground Floor
   ii. Stair construction: Concrete
   iii. Stair enclosure: 2 hour rated metal stud walls

IV. Stair 1A, 1B and 1C: Residential unit stair from cellar to 2nd floor.
   i. Serving: Cellar, Ground Floor, 2nd floor
   ii. Stair construction: LVL stringers attached to the concrete super structure. Plywood decking will attach to the stringers forming subframe for risers and treads. Finish treads and risers will be solid white oak wood.
   iii. Stair enclosure: Floor cellar to ground will be enclosed with metal stud wall and painted gyp board. Ground level to 2nd floor are open stairs with custom continuous painted metal post screen system.

V. Stair 1D, 1E, 1G, 1H: Residential unit stair from Ground to 2nd floor.
   i. Serving: Ground Floor, 2nd floor
   ii. Stair construction: LVL stringers attached to the concrete super structure. Plywood decking will attach to the stringers forming subframe for risers and treads. Finish treads and risers will be solid white oak wood.
   iii. Stair enclosure: Ground level to 2nd floor are open stairs with custom continuous painted metal post screen system.

VI. Stair 1F: Residential unit stair from Ground to 2nd floor.
   i. Serving: Ground Floor, 2nd floor
   ii. Stair construction: LVL stringers attached to the concrete super structure. Plywood decking will attach to the stringers forming subframe for risers and treads. Finish treads and risers will be solid white oak wood.
   iii. Stair enclosure: Metal stud wall and painted gyp board.

VII. Stair PH-A, PH-B, PH-C and PH-D: Residential unit stair from 7th Floor to Roof.
   i. Serving: 7th Floor, Roof.
   ii. Stair construction: LVL stringers attached to the concrete super structure. Plywood decking will attach to the stringers forming subframe for risers and treads. Finish treads and risers will be solid white oak wood.
   iii. Stair enclosure: Metal stud wall and painted gyp board.

b) Guard rails will be provided at unit stairs 1A, 1B, 1C, 1D, 1E, 1F, 1G and 1H

I. Stair 1A 1B and 1C will have guard rails at the 2nd floor consisting of a 3'-6" tall wall constructed of metal stud framing and painted gyp board.

II. Units 1D, 1E, 1F, 1G, 1H will have guard rails at the 2nd floor sleeping lofts to open space below consisting of a 3'-6" tall wall constructed of metal stud framing and painted gyp board.

III. Stairs 1D, 1E, 1G, 1H will have guard rails at the 2nd floor consisting of custom continuous painted meal post screen system

14. Interior Doors and Frames

a) Residential unit entrance doors and frames: Painted hollow core metal doors & painted hollow metal frames, self-closing, 1 ½ hour fire rated.

b) Residential unit interior doors and frames: Solid core painted wood doors with painted wood frames

c) Corridor / Egress Stair doors & frames: Painted hollow metal, self-closing, 1½ hour fire rated doors & painted hollow metal frames.

d) Roof, Cellar and Mechanical room doors and frames: Painted hollow metal, self-closing, 1 ½ hour rated doors, and painted hollow metal frames.

15. Elevator: The residential portion of the building will have one 3,500 lb. capacity elevator by Rotavele. The elevator type will be a Machine Room-Less (MRL) gearless traction. The control system will be Variable Voltage Variable Frequency control system.

a) The elevator will serve cellar floor, ground floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, and the roof. (9 stops in total).

b) The elevator doors are sliding automatic. The residential elevator will have a controls closet (re: Machine Room Functions), located in the common bulkhead on the roof level.

16. Elevator cabs:

a) Interior dimensions approximately 6'-8" wide x 5'-5" deep x 7' 6" tall

b) Manufacturer: Rotavele

c) Capacity: 3500 lbs

d) Speed: 200 feet per minute

e) Floor: Porcelain Tile

f) Walls: Wood Tongue & Groove above 3' and metal panels below 3'.

g) Ceiling: Non-directional stainless-steel panels with access hatch and recessed lighting

h) Lighting: round LED recessed lighting fixtures and linear cove lighting.

i) Alarm, safety system: Elevator will be tied to the residential fire alarm and security system.

I. Auxiliary Facilities:

1. Laundry rooms: No common laundry room facility. Each residential unit will contain a ventless electric washer and electric dryer. Units 1A 1B and 1C will have side by side washer and dryer. All other units will have stacked washer and dryers.

2. Refuse Disposal: The residential portion of the building will have a refuse compactor and refuse chute. No Incinerator is provided at the building.

    a) Refuse Chute: The refuse chute is located off the public corridors on each residential floor. The refuse chute leads to the refuse compactor located at the cellar level.

    b) Refuse Compactor: A compactor manufactured by Premier Compactor Systems, model number: KIK20, is located in the compactor room in the cellar. The compactor will receive all necessary approvals.

    c) Refuse storage location: Trash will be stored in the trash compactor room at the cellar level of the building.

    d) Pick-up schedule: Disposal will be provided and scheduled by the City of New York Department of Sanitation and collected on scheduled days.

3. Residential Storage locations:

    a) The cellar will contain one storage room which will have 32 storage lockers/bins for each of the residential unit owners. Each locker/bin will be approximately 4' deep x 3' wide x 4'-0" tall and be metal caged and lockable. Locker/bins will be stacked with the upper locker/bin 4'-0" above the floor.

    b) Storage room will be constructed of 2-hour wall assemblies with painted gyp board finishes as well as painted concrete finish and finished concrete floor and painted concrete ceilings.

    c) The storge room will have electronic secure access

4. Mail Package room:

    a) A mail/package room is in the cellar. The walls of the package room are 2-hour fire rated walls. The mail/package room is ADA compliant.

5. Bike Room:

    a) A bike room which is 329 SF is located in the cellar and will accommodate a minimum of 16 bikes as required by the New York City Building Code. Bike rack

system to be vertical metal bike rack system by Madrax or equal.

b) Bike room will be constructed of 2-hour wall assemblies with painted gyp board finishes as well as painted concrete finish and finished concrete floor and painted concrete ceilings.

c) The bike room will have secure electronic access

J. Plumbing and Drainage:

1. Water Supply:

a) A new 3" domestic water service and a new 4" fire water service will be provided to service the building. The domestic water service for the residential area will be metered and provided with an approved backflow prevention device. The water meter and backflow preventer are located in the cellar and installed in accordance with the New York City Department of Environmental Protection requirements. The water supply main shut-off valve is located in the water meter room located in the cellar. All water lines shall be insulated in accordance with NYC Energy code requirements. Insulation will range between 1" and 1-½" and will be made of fiberglass. Hot water for the residential portion of the building shall be recirculated via a Taco pump, model 0011 at 15GPM with 18ft of head, or equivalent. The pump will have a minimum 1-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor. The water supply pressure will be boosted with a duplex domestic booster system consisting of duplex pumps each rated for 80 gpm at 150 PSI, 5 HP, with a 79 gallon cushion tank, Wilo Model CO-Helix – NSF 61/372, or equivalent. The pumps shall come with a 1-year manufacturer's warranty and will be covered by a 1-year guarantee for all materials and labor.

b) Piping: Drain, waste and vent pipes will be cast iron hub and spigot below grade and hubless cast iron above grade. Domestic water distribution piping will be copper. Domestic water service piping will be cement-line ductile iron. Pump discharge piping will be galvanized.

2. Fire Protection System: (Wet Combination Manual Standpipe/Automatic Sprinkler)

a) Sprinkler Booster Pump – Fairbanks Nijhuis Inline 3" – 1591CF, 300GPM, 70PSI, 20HP, with Fairbanks Nijhuis PVM1-7, 5GPM jockey pump. Booster Sprinkler Pump shall come with a 1-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor.

b) Sprinkler Heads: The sprinkler system has (6) different types of quick-response, standard-coverage heads:

i. Standard Concealed Pendant (165 deg)
ii. Residential Concealed Pendant (165 deg)
iii. Standard Upright (165 deg)
iv. Standard Concealed Horizontal Sidewall (165 deg)
v. Residential Concealed Horizontal Sidewall (165 deg)
vi. Standard Dry Horizontal Sidewall (155 deg)

c) Siamese connection: The Fire Department Siamese Connection (FDC) is located on the building façade on W 52nd street, for the standpipe and sprinkler system.

d) Standpipes: Building is equipped with a 4" Manual Standpipe riser in Stair A and a 4"

Combination Manual Standpipe and Automatic Sprinkler riser in Stair B

e) Hose Cabinets: Potter Roemer FRC 1300NYC Series Lobby Box provided on 1st and 7th floor in public corridor.

f) Entire building is served by a sprinkler system per the NYC building code.

3. Water pressure and how maintained: (See (J)(2)(a). above).

4. Sanitary Sewage System-General Description.

   a) Sewage Piping:

      i. Below ground piping shall be cast iron hub and spigot, extra heavy with compression gaskets.
      ii. Above ground piping shall be cast iron hubless, service weight with standard couplings.

   b) Sewage Pumps:

      i. The building will have a Sump Pump that services the elevator pit and drains indirectly on the cellar level. The Sump Pump is Weil 0.5HP, 50GPM at 20 Feet head or equivalent. The pump shall come with a 1.5-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor.
      ii. The building will have a Sewage Ejector Pump that services all waste piping from the cellar fixtures. The Sewage Ejector Pump is Weil Duplex 0.75HP, 50GPM at 22 Feet head or equivalent. The pump shall come with a 1.5-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor.
      iii. The building will have one 6" sanitary house sewer with a 6" sanitary house trap. Sanitary house sewer is connected into an 8" combination sewer on 52nd Street.

5. Permits required. See Section T.

6. Storm Drainage System:

   a) The storm drainage system for the building consists of area drains, roof drains, and overflow drains. Piping is pitched for gravity drainage from all roofs, canopies, and terraces connected to a storm detention tank located in the cellar. The storm detention tank is equipped with DEP required controlled flow device to control the storm water at acceptable flow rates to the combination house connection.

      i. Detention tank is constructed with reinforced concrete floor, walls and ceiling. The tank is lined with a waterproofing membrane.
      ii. The detention tank is 423 square feet with a carrying capacity of 1,720 cubic feet of storm water
      iii. The detention tank is accessed through a watertight access hatch set above the freeboard water level. The hatch is accessed through the water meter room in the cellar.

   b) Materials:

      i. Below ground piping shall be cast iron hub and spigot, extra heavy

with compression gaskets.

ii. Above ground piping shall be cast iron hubless, service weight with standard couplings.

iii. Pump discharge piping shall be galvanized steel, service weight.

c) Sump Pumps

i. The building will have one Storm Pump that services the rear yard area drains. The Storm Pump is Weil Duplex 1.5HP, 130GPM at 20 Feet head or equivalent. The pump shall come with a 1.5-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor.

7. Hot Water Circulation

a) Each riser in the residential portion of the building is provided with a hot water re-circulating loop to maintain hot water availability.

K. Heating and Cooling:

1. Each residential unit will be provided with an outdoor Lennox Heat Recovery Condensing unit, Model VMDB as either a dedicated unit or shared unit per description below. Heat recovery systems are capable of simultaneous heating and cooling. Fan coil units will range between 0.5 and 2 tons depending on residential unit size.

a) Units 1A, 1B, 1C, PH-A, PH-B, PH-C, PH-D will each be provided with a dedicated outdoor Lennox Heat Recovery Condensing unit connected to indoor fan coil units.

b) Units 3A, 4A, 5A, 6A will share an outdoor Lennox Heat Recovery Condensing unit connected to indoor fan coil units. Each apartment will be provided with a Mode Selection Box connected to indoor fan coil units.

c) Units 3B, 4B, 5B, 6B will share an outdoor Lennox Heat Recovery Condensing unit connected to indoor fan coil units. Each apartment will be provided with a Mode Selection Box connected to indoor fan coil units.

d) Units 1D, 1E, 3C, 4C, 5C, 6C will share an outdoor Lennox Heat Recovery Condensing unit connected to indoor fan coil units. Each apartment will be provided with a Mode Selection Box connected to indoor fan coil units.

e) Units 1F, 3D, 4D, 5D, 6D will share an outdoor Lennox Heat Recovery Condensing unit connected to indoor fan coil units. Each apartment will be provided with a Mode Selection Box connected to indoor fan coil units.

f) Units 1G, 1H, 3E, 4E, 5E, 6E will share an outdoor Lennox Heat Recovery Condensing unit connected to indoor fan coil units. Each apartment will be provided with a Mode Selection Box connected to indoor fan coil units.

2. Outdoor Unit Summary:

UNIT NO.	SERVICE	QTY	LOCATION	MODEL	NOMINAL TONNAGE
ACCU-1A	UNIT 1A	1	1A SUNKEN PATIO	VPB072H4M-3Y	6
ACCU-1B	UNIT 1B	1	1B SUNKEN PATIO	VPC060H4M-3P	5
ACCU-1C	UNIT 1C	1	1C SUNKEN PATIO	VPB072H4M-3Y	6
ACCU-7A	PENTHOUSE A	1	PH-A TERRACE	VPC048H4M-3P	4
ACCU-7B	PENTHOUSE B	1	PH-B TERRACE	VPC048H4M-3P	4
ACCU-7C	PENTHOUSE C	1	PH-C TERRACE	VPC048H4M-3P	4
ACCU-7D	PENTHOUSE D	1	PH-D TERRACE	VPC048H4M-3P	4
ACCU-A	2ND-7TH FL APARTMENTS	1	ROOF & BULKHEAD	VRB144H4M-3Y	12
ACCU-B	2ND-7TH FL APARTMENTS	4	ROOF & BULKHEAD	VRB192H4M-3Y	16
ACCU-1-1	BASE BUILDING	1	BULKHEAD	VRB096H4M-3Y	8

3. Indoor Unit Summary:

UNIT NO.	QUANTITY	CONDENSING UNIT	AREA SERVED	TYPE
AC-A	10	SEE REF RISER	APARTMENT	CEILING CONCEALED
AC-B	20	SEE REF RISER	APARTMENT	CEILING CONCEALED
AC-C	14	SEE REF RISER	APARTMENT	CEILING CONCEALED
AC-D	17	SEE REF RISER	APARTMENT	CEILING CONCEALED
AC-E	2	SEE REF RISER	APARTMENT	CEILING CONCEALED
AC-F	10	SEE REF RISER	APARTMENT	CEILING CONCEALED
AC-G	14	SEE REF RISER	APARTMENT	FLOOR-STANDING
AC-H	5	SEE REF RISER	APARTMENT	VERTICAL
AC-I	5	SEE REF RISER	APARTMENT	VERTICAL
AC-C-1	1	ACCU-1-1	FITNESS	CEILING CONCEALED
AC-C-2	1	ACCU-1-1	LOUNGE / WORK SPACE	CEILING CONCEALED
AC-C-3	1	ACCU-1-1	YOGA STUDIO	CEILING CONCEALED
AC-C-4	1	ACCU-1-1	SUPER'S OFFICE	WALL MOUNTED
AC-C-5	1	ACCU-1-1	TENANT STORAGE	CEILING RECESSED
AC-C-6	1	ACCU-1-1	SHOP / TOOL ROOM	WALL MOUNTED
AC-1-1	1	ACCU-1-1	LOBBY	CEILING CONCEALED

4. Warranty: All equipment above holds the following warranties:

    a) 10 Year Parts Only
    b) 10 Year Compressor Parts Only
    c) 1 Year Controls and Accessories Pars Only
    d) 5 Year HVAC Parts Only
    e) Extended 2 Year (7 Year Total) Compressor Parts Only

5. The heating system's design is adequate to maintain comfortable conditions and complies with the New York State Energy Code.

6. All ductwork, interior and exterior, shall be insulated as per NYC energy code requirements. Where insulation is required, indoor ductwork should have a minimum R-6 insulation rating, and exterior insulation will have a minimum R-8 insulation value. Insulation materials will be comprised of fiberglass with a thickness ranging between 1-1/2 and 2 inches.

7. The number of indoor fan coil units varies with each residential unit and is dependent on the apartment's size.

8. Manufacturer of Heat Pump: Lennox or equivalent.

9. Type of Controls: Lennox electronic programmable thermostats.

10. Power Source: Electric.

11. Efficiency: 17.3 SEER/1.7-3.84 COP

12. Apartment air conditioning units are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code.

13. The system is a variable refrigerant air cooled split system consisting of roof mounted condensing units and corresponding indoor air handling units. Conditioned air is distributed via ductwork to the rooms in the apartment. Air is returned to the unit via combination of return ductwork and ceiling plenum.

14. The units are specified to be high efficiency with minimum SEER =17.2 and non-ozone depleting refrigerant R410A or equal.

15. Equipment shall be mounted with vibration isolators, isolated roof curbs, and flexible duct and piping connections to minimize vibration transmission.

16. All exterior piping and ducting shall be insulated as per NYC energy code requirements.

17. Dunnage shall be sized by the structural engineer and shall be primed and painted with two coats of paint. All exterior metals, including fasteners, shall be corrosion resistant.

18. Residential Common Areas: Air conditioning is provided in the residential common areas with the same Lennox units as described above. Sizes of these units' range between ½ ton and 3 tons depending upon the size and load in the area served and be covered by a minimum of 1-year manufacturer warranty and a 1-year guarantee for all materials and labor.

19. Domestic Hot Water Heating: Hot water is provided to apartments by a central air-source domestic heat pump hot water heater which is a Galletti HTH30-460HS unit. The system is provided with a 119-gallon buffer tank, (2) 318-gallon storage tanks and a hot water recirculation system. The domestic hot water temperature to all fixtures is 110 deg. F. An aquastat operates the water heaters to maintain a set point supply temperature of 140 F within the tanks. The heater has an efficiency rating of 3.56 COP. Backflow preventer and vacuum breakers provided as required to protect the domestic water supply. The cold and hot water piping uses copper Type L with 95-5 solder joints. Domestic water piping will be insulated as required by NYC ECC and any other applicable code requirements. The water heaters have a 12-month warranty, covering parts and labor.

L. Gas Supply: Building does not have gas.

M. Air Conditioning: See K Heating and Cooling above

N. Ventilation:

1. Ventilation is provided mechanically for all apartments and common areas per NYC Code requirements. The building will have (4) Energy Recovery Ventilator (ERV) units that will exhaust air from restrooms, kitchens, and utility areas, and supply air to all habitable and common spaces. ERVs are based on Renewaire and range from 370-1245 CFM. ERVs are located on the roof.

2. All mechanical equipment shall be specified to meet NYC noise levels stated in table 926.1 of the mechanical code and shall not exceed between 32 and 61 decibels.

3. All residential kitchen hoods are recirculating type.

O. Electrical System:

1. Main electrical service equipment for the building will be located in the Electrical room in the cellar:

    a) There are three (3) service switches as follows:

        i. Distribution Board 'DB-1': 3000Amp Switch/3000Amp Fuse Serving the following:
            i. 400A Panel 'CP-R' on roof for mechanical condensing units
            ii. 400A Panel 'MP-R' on roof for mechanical equipment
            iii. 400A Panel 'HP-R' in cellar for house loads
            iv. 400A Panel 'MP-R' in cellar for mechanical equipment
            v. 800A Panel 'TDP-A" for residential apartment panels
            vi. 800A Panel 'TDP-A" for residential apartment panels
        ii. Fire Pump: 200Amp Switch/200Amp Fuse
        iii. Fire Alarm System: 30Amp Switch/30Amp Fuse

    b) Voltage: 208Y/120V, 3 phases, 4 wires

    c) Wire Protective Equipment: Fuses

    d) Ratings of main fuses: Fuses are by Bussman (or equivalent) and rated 200,000 symmetrical amps.

    e) Service to individual residential units: Typical and duplex apartments have 125 Amp, 120/208 volt, single-phase panels. Penthouse and triplex apartments have 100 Amp, 208Y/120 volt, three-phase panels. AFCI & GFCI outlets shall be provided per NYC electrical code. Exterior receptacles shall be GFI and weatherproof.

    f) Emergency generator is not required.

    g) Main electrical service is equipped with a single utility meter for billing. Each individual residential unit is submeterd by a 3rd party, Quadlogic or similar.

    h) Circuit Breakers in the distribution panels feeding typical and duplex residential unit panels: 125 Amps, 2-pole, 1-phase.

        i. Number, size and type entrance wire for units: (3) #1 AWG.
        ii. Number of circuits per apartment: Adequate @ 30 – 42.
        iii. Each residential unit's panels shall have the capacity to handle modern appliances:

a. Heat Pump Mode Selector Box - Adequate – 20 Amps 208 volts
b. Heat Pump fan coil unit – Adequate – 15 Amps, 208 volts
c. Dishwasher - Adequate @ 20 amps
d. Electric Cooktop – Adequate @ 50 amps, 208 V
e. Electric Oven – Adequate @ 40 amps, 208 V
f. Electric Dryer - Adequate @ 30 amps, 208 V
g. Lighting and Fixtures: Adequate
h. Convenience and appliance outlets: Provided in accordance with National Electric Code.

i) Circuit Breakers in the distribution panels feeding penthouse residential unit panels: 100 Amps, 3-pole, 3-phase.

i. Number, size and type entrance wire for units: (4) #1 AWG.
ii. Number of circuits per apartment: Adequate @ 30 – 42.
iii. Each residential unit's panels shall have the capacity to handle modern appliances:

a. Heat Pump condensing unit - Adequate – 30 Amps 208 volts
b. Heat Pump fan coil unit – Adequate – 15 Amps, 208 volts
c. Dishwasher - Adequate @ 20 amps
d. Electric Cooktop – Adequate @ 50 amps, 208 V
e. Electric Oven – Adequate @ 40 amps, 208 V
f. Electric Dryer - Adequate @ 30 amps, 208 V
g. Electric Grill - Adequate @ 30 amps, 208 V
h. Lighting and Fixtures: Adequate
i. Convenience and appliance outlets: Provided in accordance with National Electric Code.

j) Circuit Breakers in the distribution panels feeding triplex residential unit panels: 100 Amps, 3-pole, 3-phase.

i. Number, size and type entrance wire for units: (4) #3 AWG.
ii. Number of circuits per apartment: Adequate @ 30 – 42.
iii. Each residential unit's panels shall have the capacity to handle modern appliances:

a. Heat Pump condensing unit - Adequate – 45 Amps 208 volts
b. Heat Pump fan coil unit – Adequate – 15 Amps, 208 volts
c. Dishwasher - Adequate @ 20 amps
d. Electric Cooktop – Adequate @ 50 amps, 208 V
e. Electric Oven – Adequate @ 40 amps, 208 V
f. Electric Dryer - Adequate @ 30 amps, 208 V
g. Electric Grill - Adequate @ 30 amps, 208 V
h. Lighting and Fixtures: Adequate
i. Convenience and appliance outlets: Provided in accordance with National Electric Code.

k) No lightning protecting service will be provided.

l) No three way switching will be provided in the cellar.

P. Intercommunication:

1. Intercom system will be by Butterflymx 8" and 12" recessed intercom devises or equivalent. There will be a video intercom unit at the entry of the residential portion of the building. Each

apartment will be able to access the intercom system with any smart phone and/or tablet with the downloaded Butterflymx app. Manufacture warranty is a 2-year warranty to End Customers for hardware products that malfunction due to defective materials or workmanship.

Q. Public Area Lighting:

1. Lighting is furnished to the public areas of the building through LED fixtures. Lighting in all public areas will provide sufficient lighting levels to exceed the code required minimums.

    a) Entrance/Lobby provided by: Chandelier, recessed downlighting, spotlighting, in-floor lighting and cove lighting.

    b) Halls and Stairs provided by: Surface mounted strip downlighting.

    c) Residential Corridors provided by: Wall sconce, recessed downlighting and cove lighting.

    d) Rear Terraces/Roof: Exterior building lights.

R. Garages and Parking Area: None

S. Swimming Pools: None

T. Recreation Facilities and Building Amenities:

1. Fitness room is located in the cellar. The fitness room has an area of approximately 742 GSF with a design occupancy load of 15 people. A drinking fountain will be located adjacent to the entry to the fitness room. The ceiling will be exposed, painted concrete. Refer to W. Common area finish schedules. Lighting will be linear LED linear fixtures laid out in a square grid.

    a) Equipment Specifications to include:
        i. 2 Treadmills: Precor
        ii. 2 Stationary Bike: Peloton Bike +
        ii. 1 Elliptical: Precor AMT 885
        iii. 1 Weight Stack with Handles, LE/LC Strap, Sport Bar, Tricep Rope, Ankle Strap, Belt, Long Bar: Life Fitness Signature Dual Adjustable Pulley
        iv. 1 Fold Back Rack with Cable-pulley Station: Rogue Monster Cave
        v. 1 Dumbbell Rack: Rogue 3 Tier
        vi. 2 Adjustable Benches: Rogue Adjustable Bench 3.0
        vii. Urethane Dumbbells: Rogue

2. The yoga studio is located in the cellar adjacent to the fitness room. The yoga room has an area of approximately 381 GSF with a design occupancy load of 8 people. One wall will have mirror panels and Bar. Refer to W. Common area finish schedules. Lighting will be track lighting LED fixtures and cove lighting.

3. There is a Recreation Area Garden located at the ground level between the West 51st Street entry and the main buildings. Garden will be landscaped with paved sloped pathway, terracing retaining walls, trees, plantings and grasses. A metal screen wall and entry gate will close off the garden area from the W51 street, The screened wall and gate provide secured access to the garden area.

4. The Common Recreation Area Roof Terrace on the roof level will have an area of approximately 1800 GSF with a design occupancy load of 9 people. The roof terrace will include an outdoor kitchenette and electric barbeque and outdoor furniture. The floor will be

concrete pavers.

5. The Remote Conferencing Room, located on the cellar level will have an area of approximately 42 GSF with a design occupancy load of 1 people. The Remote Conferencing Room will have a built-in desk, acoustic wall covering, LED downlighting. Refer to W. Common area finish schedules.

6. The Coworking Room, located on the cellar level will have an area of approximately 133 GSF with a design occupancy load of 3 people. The Coworking Room will have built-in millwork cabinetry and shelving, and LED lighting. Refer to W. Common area finish schedules.

U. Permits and Certificates

1. All required permits will be obtained. A temporary certificate of occupancy will be obtained prior to occupancy by residential unit owners. There are no outstanding violations.

2. The following Permits will be issued: Architecture, Structural, Mechanical, Plumbing, Sprinkler and Fire Alarm.

3. "Inspections" shall be interpreted to mean recurring inspections to be done after the building is in operation. List all applicable permits which must be obtained and inspections which are to be done. List type of inspection, authority inspecting and duration of approval once obtained. Include all compactors, incinerators, boilers, oil storage tanks, elevators, etc. In New York City include Department of Air Resources, Elevator Safety, Boiler Safety, Fire Department and Buildings Department permits:

    a) Elevator
    b) Fire Sprinklers
    c) Fire Extinguishers
    d) Fire Alarm System
    e) RPZ Valve
    f) Façade – LL11

4. Asbestos: No asbestos found in insulation or fireproofing material.

5. Lead Based Paint: No records or reports or violations available to the sponsor or its agent at this time about lead-based paint and or lead-based paint hazards.

V. Violations:

1. As of the date of the report there is one open violation with DOB. The current violation summons number is 39541036R, issuing agency is NYC department of buildings with an issuing date of 06/04/2025. The subject violation details include the failure to provide fire extinguishers per Fire Code throughout the active construction floors of the 7-story building. The subject violation will be cleared of record prior to the first unit closing.

W. Unit Information:

1. There will be a total of 32 residential units in the building.

Unit No.	Floor #	Unit Type	Description
1A	*C+1+2	3 Bedroom Triplex	Living/Dining/Kitchen 3 Bedrooms Recreational Room Wet Bar 2 Bathrooms
1C	*C+1+2		

			2 Powder Rooms Laundry Closet Closets Walk Out Patios
1B	*C+1+2	2 Bedroom Triplex	Living/Dining/Kitchen 2 Bedrooms Recreational Room Wet Bar 2 Bathrooms 2 Powder Rooms Laundry Closet Closets Walk Out Patios
1D	1+2	Sleeping Loft BD Units	Living/Dining/Kitchen 1 Sleeping Loft / Bedroom 1 Bathrooms 1 Powder Rooms Laundry Closet Closets
1E	1+2		
1F	1+2		
1G	1+2		
1H	1+2		
Loft Duplex units (1D, 1E, 1F, 1G, 1H) have open-to-below spaces at the 2nd floor sleeping lofts / bedrooms creating double height spaces. This double-height space must remain open as built and may not be infilled to create additional floor area.			
3A	3	2 Bedroom	Living/Dining/Kitchen 2 Bedrooms **Office 2 Bathrooms 1 Powder Rooms Laundry Closet Closets
3D	3	2 Bedroom	Living/Dining/Kitchen 2 Bedrooms **Office 2 Bathrooms Laundry Closet Closets
3B	3	3 Bedroom	Living/Dining/Kitchen 3 Bedrooms **Office 2 Bathrooms 1 Powder Rooms Laundry Closet Closets
3C	3	1 Bedroom	Living/Dining/Kitchen 1 Bedrooms **Office 1 Bathrooms 1 Powder Rooms Laundry Closet Closets
3E	3		

4A 5A 6A	4 5 6	2 Bedroom	Living/Dining/Kitchen 2 Bedrooms **Office 2 Bathrooms 1 Powder Rooms Laundry Closet Closets Walk Out Balcony
4D 5D 6D	4 5 6	2 Bedroom	Living/Dining/Kitchen 2 Bedrooms **Office 2 Bathrooms Laundry Closet Closets
4B 5B 6B	4 5 6	3 Bedroom	Living/Dining/Kitchen 3 Bedrooms **Office 2 Bathrooms 1 Powder Rooms Laundry Closet Closets Walk Out Balcony
4C 4E 5C 5E 6C 6E	4 4 5 5 6 6	1 Bedroom	Living/Dining/Kitchen 1 Bedrooms **Office 1 Bathrooms 1 Powder Rooms Laundry Closet Closets
PH-A	7+R	2 Bedroom	Living/Dining/Kitchen 2 Bedrooms **Office 2 Bathrooms 1 Powder Rooms Laundry Closet Closets Walk Out Balcony Stair Bulkhead + Roof Terrace
PH-C PH-D	7+R 7+R	2 Bedroom	Living/Dining/Kitchen 2 Bedrooms **Office 2 Bathrooms 1 Powder Rooms Laundry Closet Closets Stair Bulkhead + Roof Terrace

PH-B	7+R	3 Bedroom	Living/Dining/Kitchen 3 Bedrooms 2 Bathrooms 1 Powder Rooms Laundry Closet Closets Walk Out Balcony Stair Bulkhead + Roof Terrace
*Cellar spaces within units are not ADA accessible. No access from the accessory cellar to the common corridor and elevator. Cellar spaces are non-habitable, accessory use only, may not be used for living, sleeping or cooking purposes and may not be rented independently. **Offices are non-habitable, accessory use only, and are not permitted to be used as a bedroom for sleeping			

2. Interior Walls:

    a) Apartment to Apartment: Drywall partition w/ 2-1/2" metal studs and 2-1/2" thermal fiber sound attenuation blankets and two (2) sheets of 5/8" fire core wallboard on each side. STC 55. (1 hr. fire rated required).

    b) Apartment to Corridor: Drywall partition w/ 2-1/2" metal studs and 2-1/2" thermal fiber sound attenuation blankets and two (2) sheets of 5/8" fire core wallboard on each side. STC 55. (2 hr. fire rated required).

    c) Within Apartment: Drywall partition w/ 2-1/2" metal studs and one (1) 5/8" gypsum wallboard on each side. STC N/A.

3. Finishes: Living, Dining and Bedrooms extend from the finish floor to underside of structural slab above. Dropped ceiling occurs over remaining portions of the units to conceal mechanical, electrical, plumbing and fire protection equipment. Finishes and floor to ceiling heights of residential units are set forth below (ceiling height measured from top of finish floor to bottom of ceiling finish).

Room	Floor	Wall	Ceiling	Approximate Ceiling Height
Living/Dining	Wood	Painted GWB	Kadex and Paint	9'-0"
Kitchen	Wood	Painted GWB and Millwork Paneling	Painted GWB	7'-11"
Primary Bedroom	Wood	Painted GWB	Kadex and Paint	9'-0"
Secondary Bedroom	Wood	Painted GWB	Kadex and Paint	9'-0"
Primary Bathroom	Porcelain Tile	Porcelain Tile	Painted GWB	7'-6"
Secondary Bathroom	Porcelain Tile	Porcelain Tile & Painted GWB	Painted GWB	7'-6"
Powder Room	Wood	Painted GWB	Painted GWB	7'-6"
Laundry Closets	Wood	Painted GWB	Painted GWB	7'-6"
Closets	Wood	Painted GWB	Painted GWB	7'-6"

Entry Hall	Wood	Painted GWB	Painted GWB	7'-11"
Hall	Wood	Painted GWB	Painted GWB	7'-11" & 7'-6"
Apartment Office	Wood	Painted GWB	Painted GWB	7'-11"
Apartment Recreational Room	Wood	Painted GWB	Kadex and Paint	10'-0"

Wood Floor Specification: Castro Wood Floors - White Oak engineered wood flooring. Select grade 4mm Rift and Quartered veneer. Plank thinness is 5/8", width is 4 ¾" and lengths vary from 2' to 8'. Manufacture warranty of 25 years

Sound Control Underlayment will be GenieMat RST05 (3/16" thickness) with a 25-year warranty.

4. Kitchen finish fixtures and equipment:

    a) Kitchen cabinets or approved equal are wood veneered with wood edge bandings. Additional pantries are painted wood paneling. Countertops and backsplash are stone. Appliances are integrated within millwork.

Equipment	Specification	Locations
Convection Oven	30" Jennair Rise Convection Oven: H 6280 PB	All Units
Refrigerator	30" Jennair Fully Integrated: JBBFL30NMX or JBBFR30NMX	1D / 1E / 1F / 1G / 1H 3C / 3E 4C / 4E 5C / 5E 6C / 6E
	36" Jennair Fully Integrated: JB36NXFXLE or JB36NXFXRE	3A / 3B / 3D 4A / 4B / 4D 5A / 5B / 5D 6A / 6B / 6D PHA / PHB / PHC / PHC
	42" Jennair Fully Integrated: JBSFS42NMX	1A / 1B / 1C
Wine Fridge	24" XO Fully Integrated Wine: XOU24WDZOF	1A / 1B / 1C
Beverage Fridge	24" XO Fully Integrated Beverage: XOU24BCOF	1A / 1B / 1C 3A / 3B / 3D 4A / 4B / 4C 5A / 5B / 5C 6A / 6B / 6C PHA / PHB / PHC / PHC
Cooktop	30" Jennair Induction Cooktop: JIC4530KM	1D / 1E / 1F / 1G / 1H 3C / 3D / 3E 4C / 4D / 4E 5C / 5D / 5E 6C / 6D / 6E
	36" Jennair Induction Cooktop: JIC4536KB	1A / 1B / 1C 3A /3B

		4A / 4B 5A / 5B 6A / 6B PHA / PHB / PHC / PHC
Ventilation Hood	28” Zephyr: AK8000CS	1D / 1E / 1F / 1G / 1H 3C / 3D / 3E 4C / 4D / 4E 5C / 5D / 5E 6C / 6D / 6E
	34” Zephyr: AK8134BS	1A / 1B / 1C 3A /3B 4A / 4B 5A / 5B 6A / 6B PHA / PHB / PHC / PHC
Dishwasher	24” Jennair Fully Integrated: JDAF5924RX	All Units
Microwave	22” Jennair: JMC1116AS	All Units
Kitchen Sink	Kraus: KWU111-23	All Units
Bar Sink	Kraus: KWU111-17	1A / 1B / 1C
Kitchen Faucet	Watermark: 22-7.3PG2-TIC	All Units
Bar Faucet	Watermark: 22-7.1.3G-TICV	1A / 1B / 1C

5. Bathroom and Laundry equipment and fixtures:

    a) Bathrooms floors and walls are porcelain tiles. Vanities and medicine cabinets are wood veneers with wood edge bandings. Vanities have stone decks. Tubs in primary bathrooms have stone tub deck.

Primary Bathroom:	
Lavatory	Icera: L-2432.01
Lavatory Fitting	Watermark 22-2.17-TIC
Shower Fittings	Controls: Watermark – 22-THRMKT20 Hand Shower: Watermark – HSS-KIT104 Shower Head: Watermark – SH-TIT50 Shower Drain: Infinity – S-AS-65
Tub	72” Undermount: MTI S92-DI 60” Undermount: Kohler K1121
Tub Fittings	Tub Filler: Watermark 22-1.2M-TIC
Toilet	Icera: L-2432.01
Secondary Bathroom	
Lavatory	Icera: L-2432.01
Lavatory Fitting	Watermark 22-2.17-TIC

Tub	MTI 4P5B2
Tub/Shower Fittings	Controls: Watermark 22-P90-TIC Shower Head: Watermark 37-HAF Tub Filler: Watermrk 22-1.2S-TIC
Toilet	24” Icera: C-6360 27” Icera: L-2432.01
Powder Room	
Lavatory	Icera– L-2432.01
Lavatory Fitting	Watermark 22-1.3-TIA
Toilet	24” Icera: C-6360 27” Icera: L-2432.01
Laundry Closet:	
Washer/Dryer	Whirlpool WFW560CHW Washer Whirlpool WHD560CHW Dryer

X. Common area finish schedules:

Space	Floor	Wall	Ceiling	Approximate Ceiling Height
Cellar				
Corridor	Porcelain Tile	Porcelain Tile and Wood Planks	Painted GWB	7’-11”
Water Meter	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Fire Pump	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Electrical	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Super Office	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Telecom MDF	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Refuse Room	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Tenant Storage	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Bicycle Storage	Concrete	Painted GWB, Concrete	Painted Concrete	10’-0”
Package	Porcelain Tile	Painted GWB	Painted GWB	7’-11”
Coworking	Carpet	Painted GWB and Millwork Panels	Painted GWB	7’-11”
Remote Conferencing	Carpet	Painted GWB and Acoustic Panels	Painted GWB	7’-11”

Room				
Fitness	Rubber Tile	Painted GWB, Mirror Panels	Metal mesh panels and painted Concrete	8’-3”
Yoga Studio	Rubber Tile	Fabric Covering, Mirror Panels	Wood Plank and Painted GWB	8’-10
Water Closet	Porcelain Tile	Porcelain Tile	Painted GWB	7’-6”
Ground Level				
Corridor at Elevator	Porcelain Tile	Wood Millwork Paneling, Fabric Covering	Painted GWB	7’-11”
Corridor at Unit Doors	Carpet	Fabrick Covering	Painted GWB	7’-11”
Lobby	Porcelain Tile	Wood Millwork Paneling, Fabric Covering	Kadex and Paint, Painted GWB	9’-0” 7’-11”
Vestibule	Walk off Mat and Porcelain Tile	Fabric Covering	Kadex and Paint	9’-0”
Refuse	Porcelain Tile	Painted GWB	Painted GWB	7’-11”
Floors 2, 3, 4, 5, 6, 7				
Corridor	Carpet	Fabrick Covering, Millwork Panels	Painted GWB	7’-11”
Refuse	Porcelain Tile	Painted GWB	Painted GWB	7’-11”
Roof				
Elevator Lobby	Porcelain Tile	Painted GWB	Painted GWB	7’-8”
Mechanical Rooms	Concrete	Painted GWB, Concrete	Concrete	8’-0”

Y. Safety and Warning Devices:

1. Hardwired smoke detectors are provided outside of bedrooms in residential units, as required by law. Smoke detectors are interconnected with battery backup. Area smoke detectors are installed in the electrical and mechanical equipment rooms.

2. An automatic smoke/heat detection and sprinkler fire alarm system is provided throughout the building. The system consists of tamper and waterflow switches, smoke detectors in common spaces, duct smoke detectors, and fire pump monitoring modules. The system is connected to the central station via two approved telecom connections. The fire alarm control panel is located in the main Electrical room in the cellar.

Z. Additional Information Required:

1. See attached drawings.
   a) The cellar level including Units 1A, 1B and 1C accessory cellar spaces are non-habitable, accessory use only, will not be used for Sleeping, Cooking and/or Living purposes and will not be rented independently in the offering floor plan at cellar.

2. Floor-to-floor heights are as follows:

   a) Cellar Finish Floor to Ground Finish Floor: 10'-10"
   b) Ground finish floor to second finish floor: 9'-10"
   c) Second finish floor to third finish floor: 9'-10"
   d) Third finish floor to fourth finish floor: 9'-10"
   e) Fourth finish floor to fifth finish floor: 9'-10"
   f) Fifth finish floor to sixth finish floor: 9'-10"
   g) Sixth finish floor to seventh finish floor: 9'-10"
   h) Seventh finish floor to roof finish floor: 10'-11"
   i) Bedrooms: 9'-0" Finished Ceiling Elevation
   j) Living Rooms: 9'-0" Finished Ceiling Elevation
   k) Bathrooms: 7'-6" Finished Ceiling Elevation
   l) Kitchens: 7'-11" Finished Ceiling Elevation
   m) Mechanical rooms at cellars: Varies, minimum of 8'-0"
   n) Storage rooms at cellars: minimum of 8'-0" Finished Ceiling Elevation
   o) Mechanical room at Roof: minimum of 8'-0" Finished Ceiling Elevation
   p) Electrical Room: 10'-0"
   q) Pump Room: 10'-0"

3. Documents to be transferred to the condominium management upon transfer of control from sponsor-operation and maintenance (O&M) manuals; manuals for mechanical equipment; equipment warranties; roof warranty: major equipment start-up sheets; control system as-builts; original test and balance report for HVAC system; indoor air quality report: Final As-Built drawings as maintained during Construction, i.e. structural, mechanical, electrical, plumbing and shop drawings.

4. Tenant Protection Plan: The residential portion of the building will be occupied by unit owners prior to obtaining the FCO. A Tenant Protection Plan will be distributed to each residential unit owner. Such plan shall contain a statement that the building contains dwelling units that will be occupied during construction and shall indicate in sufficient detail the specific units that are or may be occupied during construction, the means and methods to be employed to safeguard the safety and health of the occupants, including, where applicable, details such as temporary fire-rated assemblies, opening protective, or dust containment procedures. The elements of the tenant protection plan may vary depending on the nature and scope of the work but at a minimum shall make detailed and specific provisions for: Egress, Fire Safety, Health Requirements, Compliance with Housing Standards, Structural Safety and Noise Restrictions.

5. It is a Special Risk that as of the Date of Acceptance for Filing of this Offering Plan, the approved plans for the Building, as accepted by the New York City Department of Buildings ("DOB"), do not match the floor plans provided herein under the Section entitled, "Floor Plans and Unit Plans" in Part II of this Offering Plan. Currently, a Post-Approval Amendment to the approved plans ("PAA") is under review at DOB and is expected to be accepted for filing. The DOB GC PAA application number for this filing is **#M00845352-B3.** The revisions contained in such PAA are disclosed below. Notwithstanding the foregoing, no Unit closings shall occur until after the approval of the PAA by DOB. An amendment to the Offering Plan disclosing such PAA approval must also be accepted for filing by the NYS Department of Law prior to any Unit closings.

a) Cellar Floor
    i. Revised plan layout for Tenant Storage, Bike Room, Refuse Room, and added Telecom MDF room and Suppers Office.
    ii. Revised entry and millwork into Coworking Room and revised wall assembly between Coworking Room and Fitness
    iii. Revised Water Closet (WC) Layout
    iv. Revise unit 1C exterior stair configuration
b) Ground Floor
    i. Added built in reception desk
    ii. Revised unit 1C exterior stair configuration
    iii. Revised unit 1C kitchen millwork layout
    iv. Revised exterior fencing and gate layout
c) Floor 02
    i. Added closets to Unit 1A and 1B
    ii. Revised Unit 1F Mechanical and W/D closet layout
    iii. Revised utility chase at corridor
d) Floor 03
    i. Revised bedroom partition wall at Unit 3A
e) Floor 04/05/06 (Typical)
    i. Revised bedroom partition wall at Unit 4A/5A/6A
f) Floor 07
    i. Revised bedroom partition wall at Unit PH-A
    ii. Revised closet layout and added closets to PH-C
    iii. Revised closet layout and added closets to PH-D
g) Roof Level
    i. Revised Telecom Room Layout
    ii. Added Elevator Control Room
    iii. Added exterior Kitchen
    iv. Revised privacy fencing
h) Bulkhead Level
    i. Added upper-level mechanical deck
    ii. Added mechanical screen.
    iii. Added elevator machine room with access door.
i) Garden Level
    i. Revised path and planter layout

(aa). N/A at this time.

(bb). Further Development.

a) Sponsor retains ownership the approximately 3,055 square feet of unused air rights.

(cc). Asbestos. N/A

(dd). Lead-based paint. N/A

* * * * *

Sign	Date
Thaddeus Briner Principal Architecture Outfit	August 19, 2025



SITE PLAN AND FLOOR PLANS

Please note that all dimensions are approximate, within reasonable tolerances. Plans, specifications, and materials may vary due to construction, field conditions, requirements, and availabilities. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit or exterior area in question.

The approximate gross square footage of the Units is measured horizontally on their respective floor from the exterior side of the glass or the exterior side of the exterior walls of the Building to the centerline of the interior walls and partitions separating one Unit from another Unit, or the exterior side facing Common Elements of the interior walls and partitions separating a Unit from common corridors, common stairways, common elevators and elevator shafts, mechanical equipment spaces, and other Common Elements. Columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits (whether located within the Unit or along the perimeter of the Unit) are not deducted from the approximate gross square foot area of these Units; however, common corridors, common stairways, common elevators and elevator shafts, mechanical equipment spaces, and other Common Elements located outside of these Units are not included in the square footage calculations for these Units.

The approximate square footage of each Roof Deck Unit horizontally consists of the area between the exterior face of the parapets or railing enclosing such areas to the centerline of the fencing separating a Roof Deck from other Roof Decks or the Common Elements located at the main roof terrace of the Building. Measured vertically, each Roof Deck Unit will consist of the space from the exposed face of the floor to a measured height of ten (10) feet above such exposed floor.

Measured vertically, all Units, with the exception of Roof Deck Units, will consist of the space on each floor of the Building from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

The approximate cubic square footage of each storage space that is part of a Residential Unit horizontally and vertically consists of the area between the interior components enclosing such areas and accounts for the approximate cubic square footage within such storage space.

As set forth above, the Approximate Square Footage of a Unit set forth on the Floor Plans is an approximate gross square footage of the Unit, which is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these approximate gross square footages substantially exceed the useable floor area of each Unit.

The approximate exterior private balcony, yard or terrace areas are measured from the exterior face of the Unit wall to the exterior side of the walls, railings, or fencing delineating such areas, as may be applicable.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.

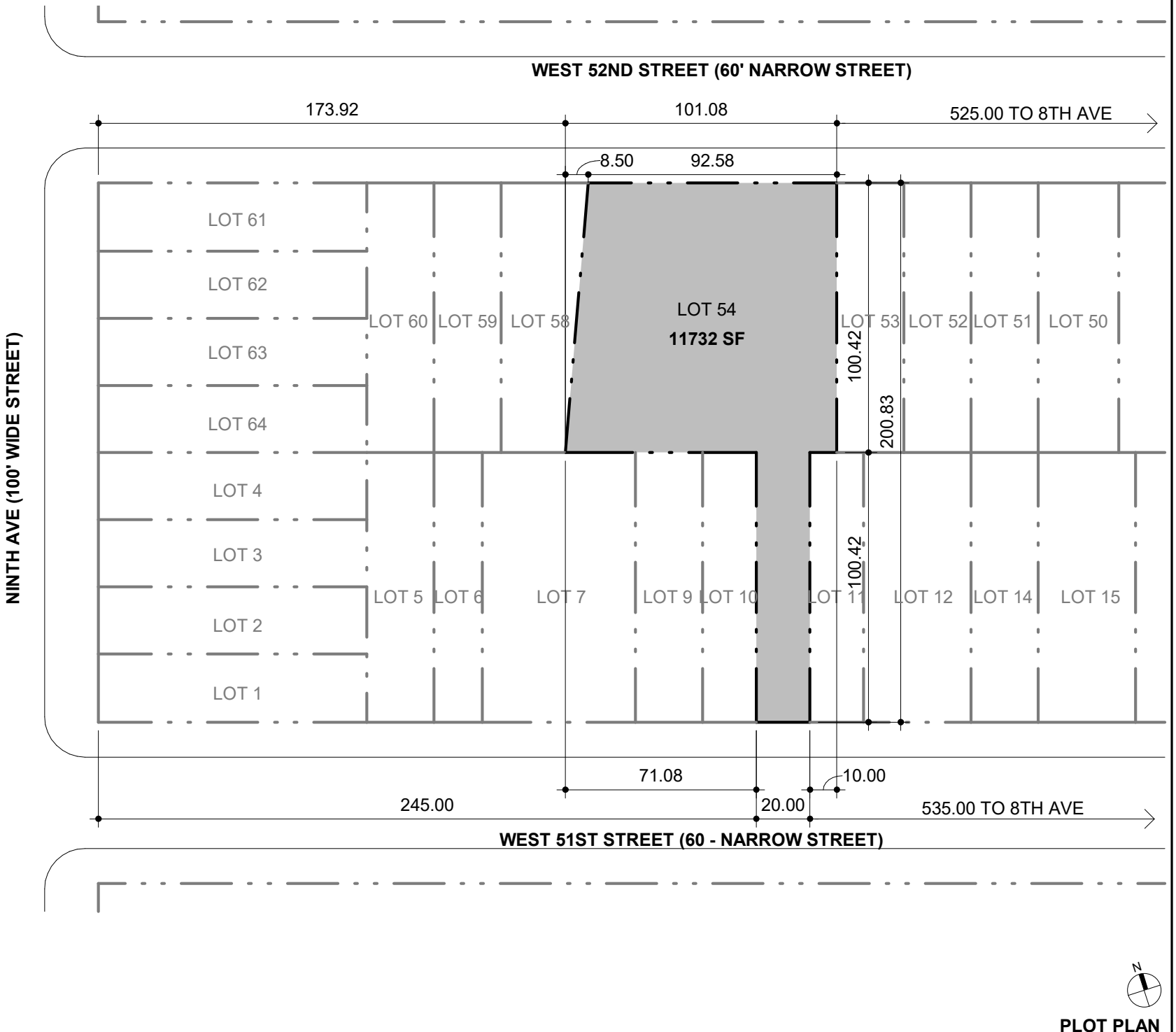
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

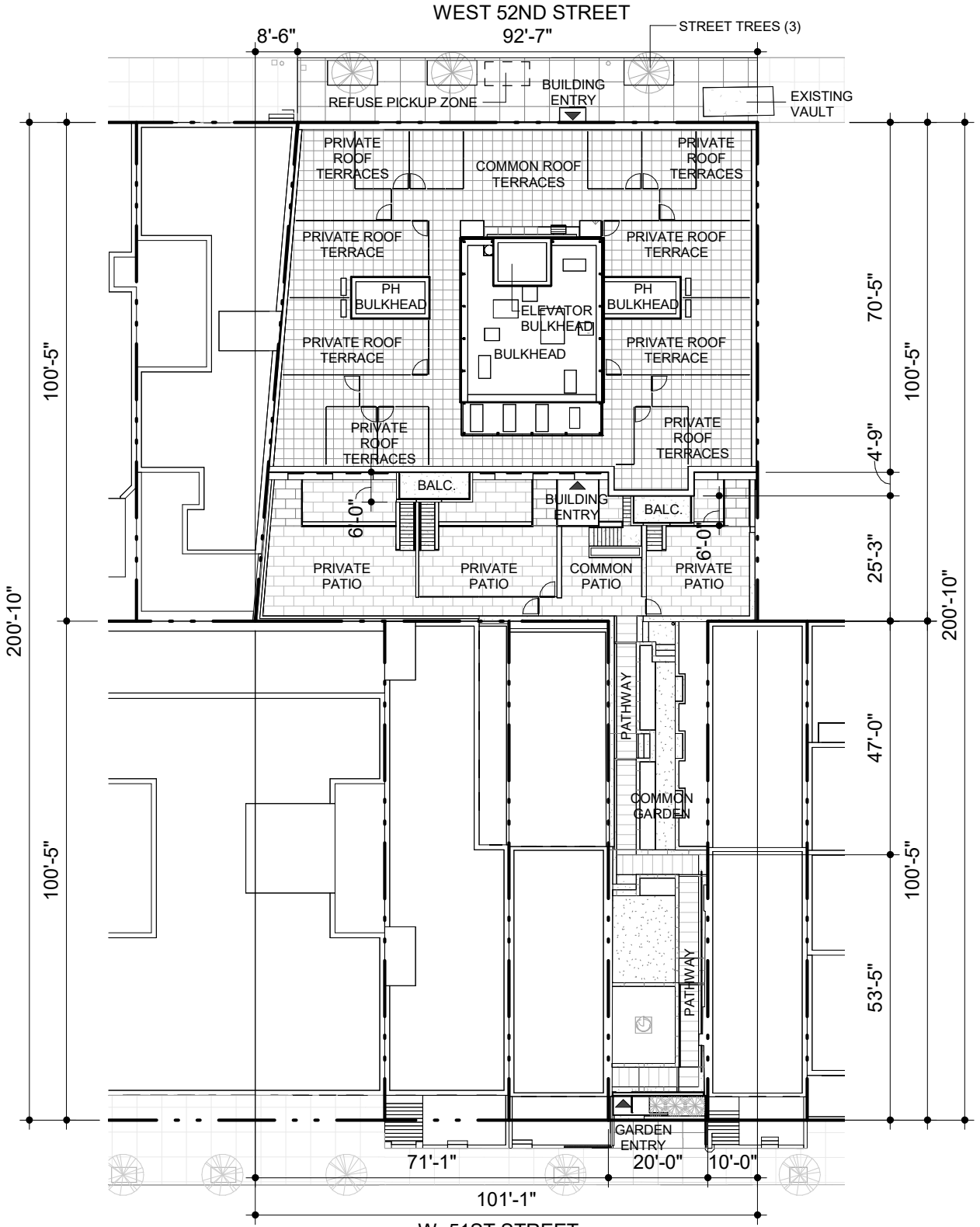
Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



PLOT PLAN



LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

SITE PLAN

LINDEN LANE

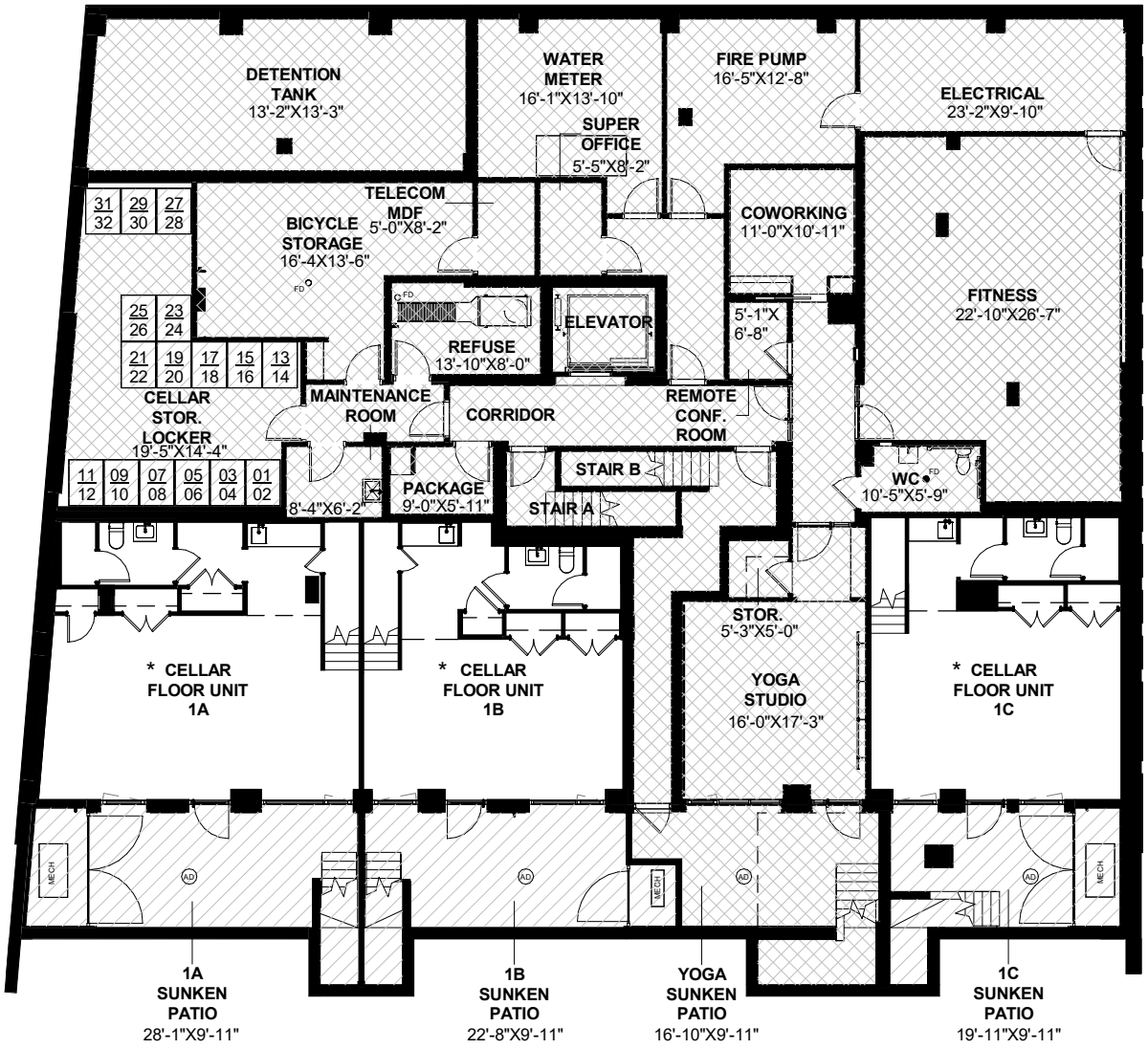
349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

MECH = MECHANICAL EQUIPMENT (CONDENSERS, E.R.V., ETC.)



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

* UNIT 1A, 1B, 1C CELLAR SPACES ARE NON-HABITABLE, ACCESSORY USE ONLY, MAY NOT BE USED FOR LIVING, SLEEPING OR COOKING PURPOSES AND MAY NOT BE RENTED INDEPENDENTLY.

N

CELLAR FLOOR PLAN

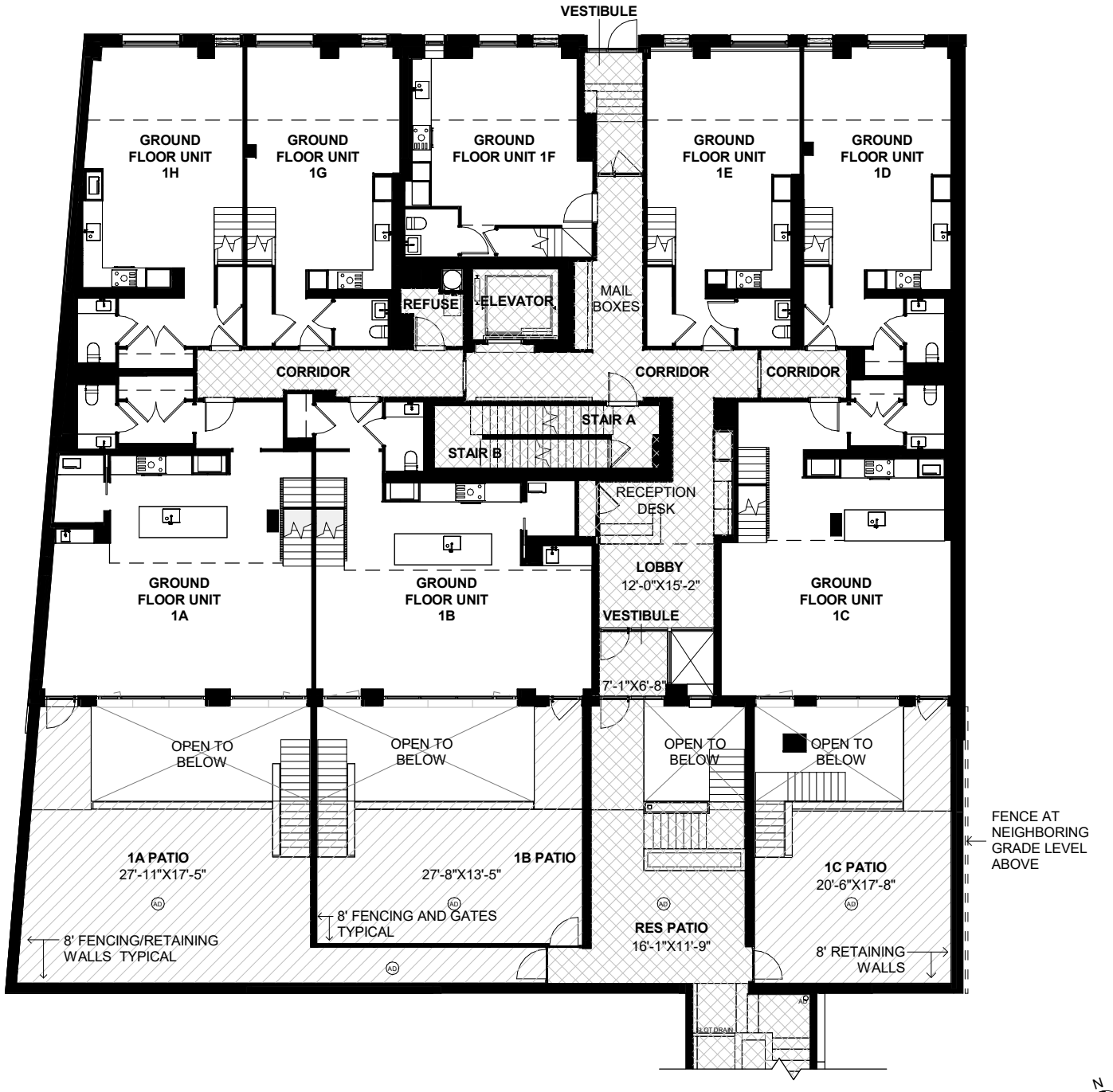
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

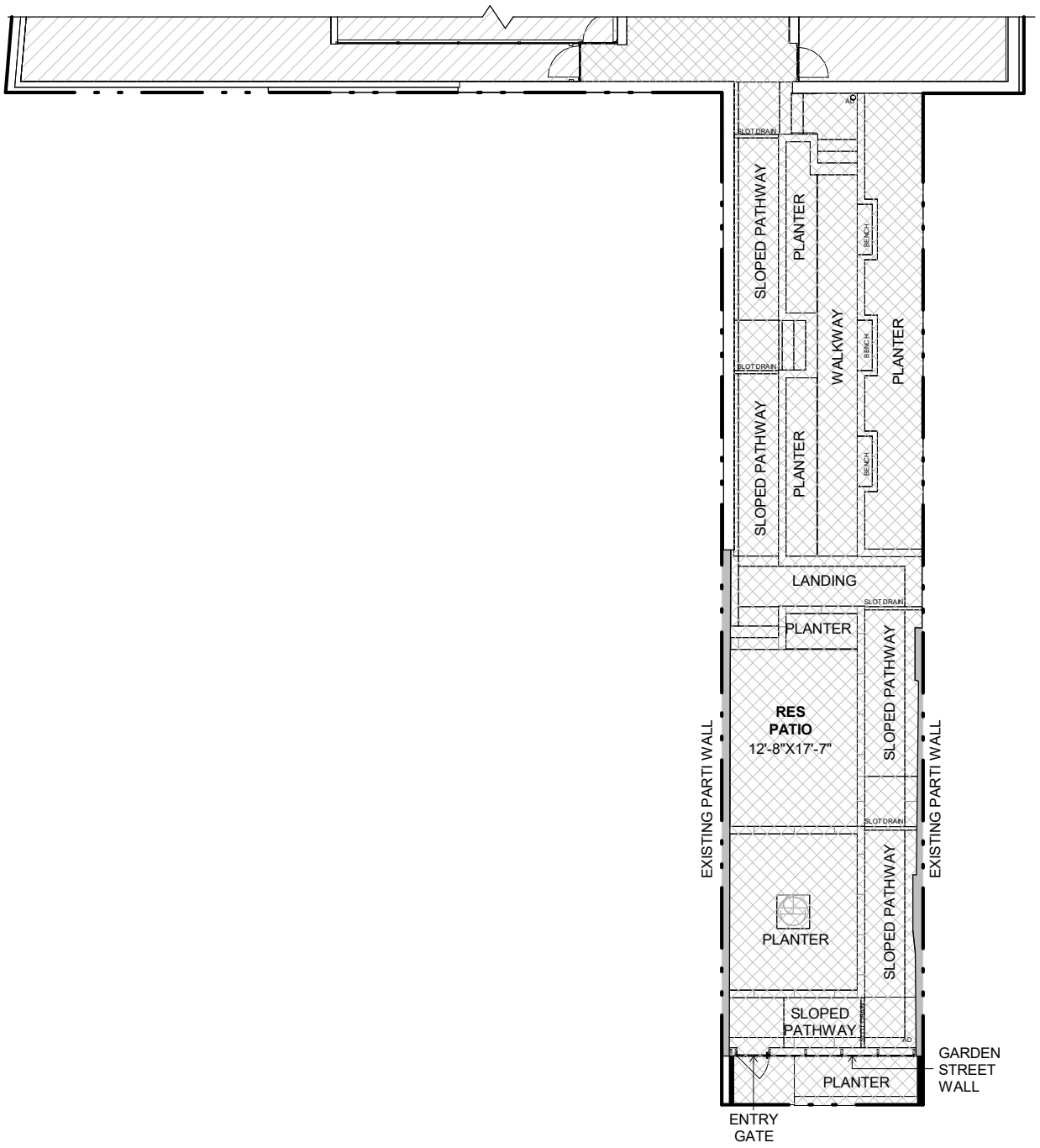
Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

GROUND FLOOR PLAN



LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

GARDEN FLOOR PLAN

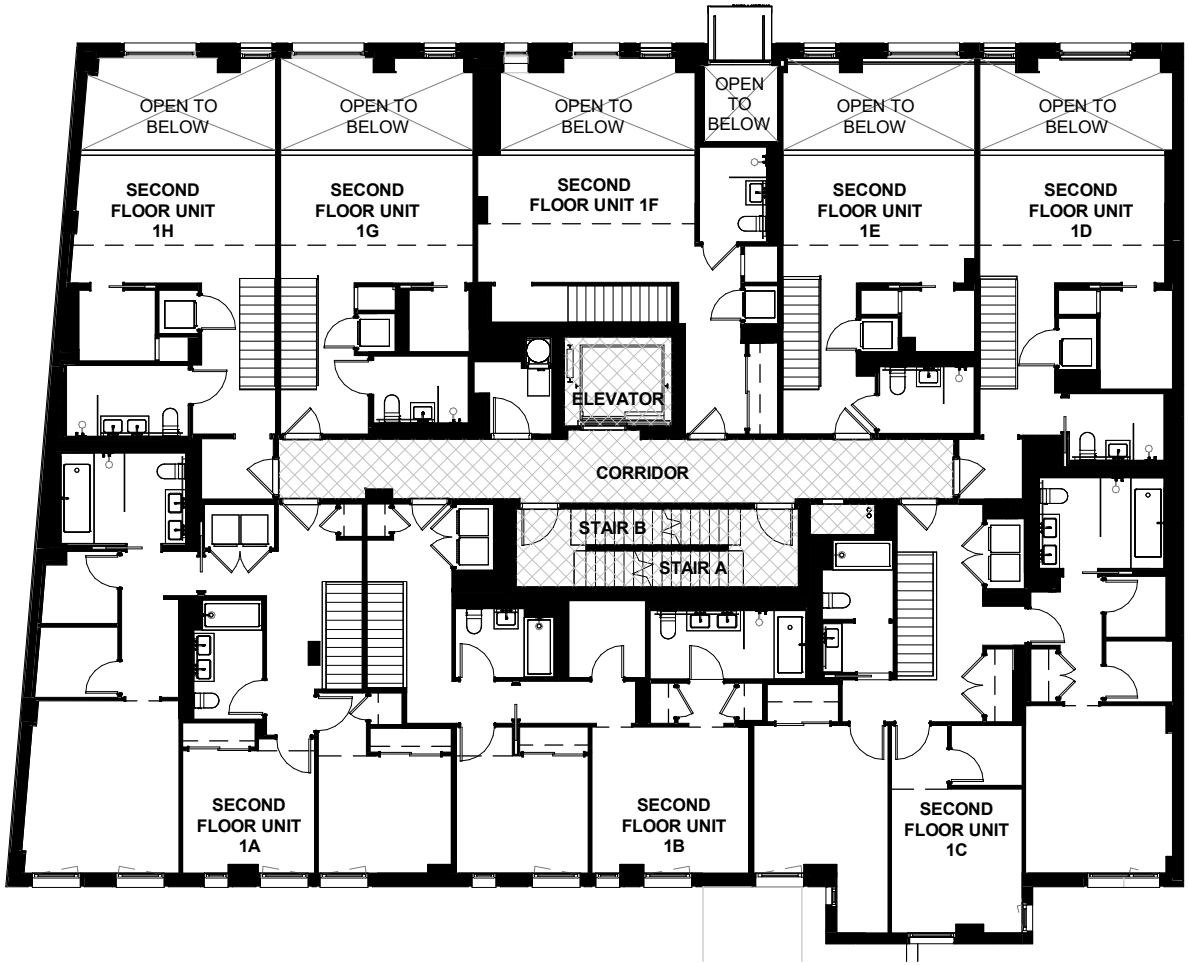
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

SECOND FLOOR PLAN

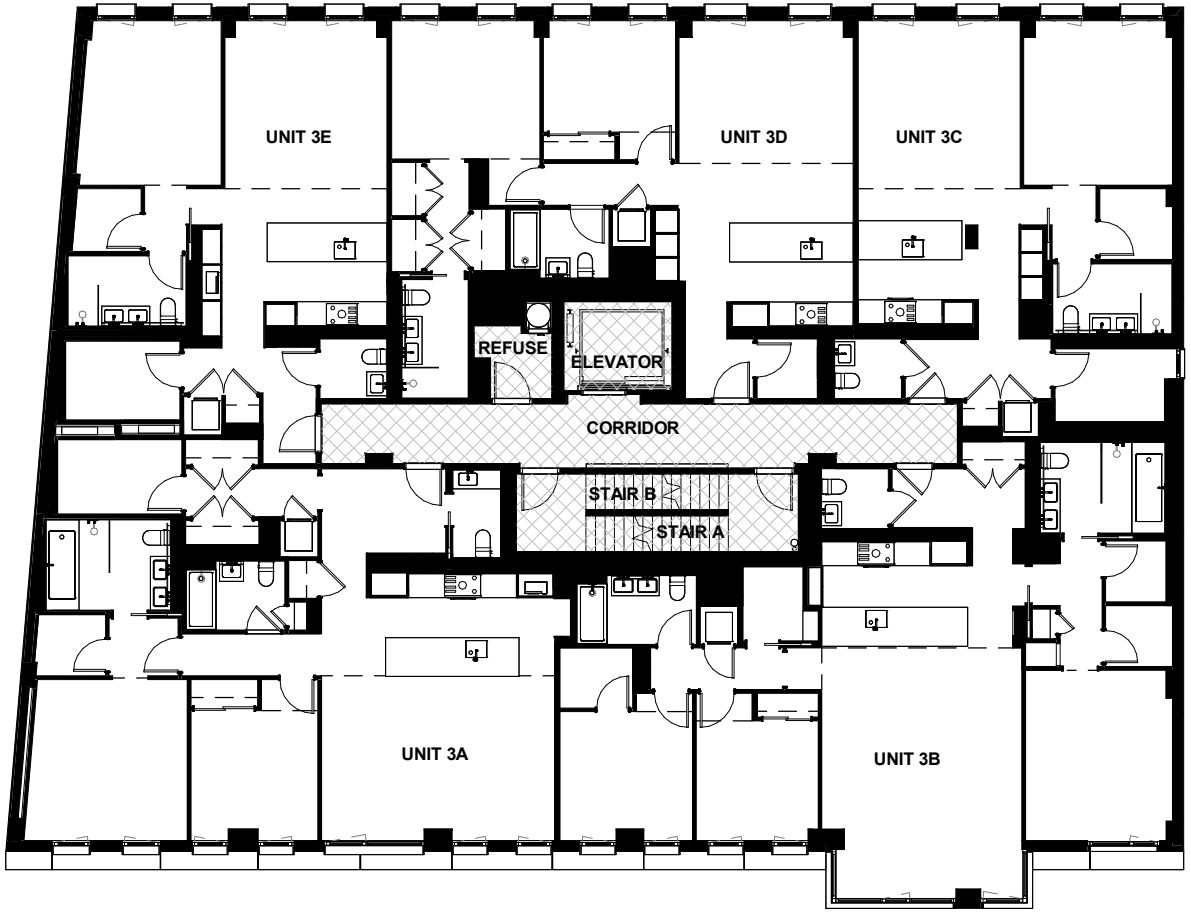
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

THIRD FLOOR PLAN

LINDEN LANE

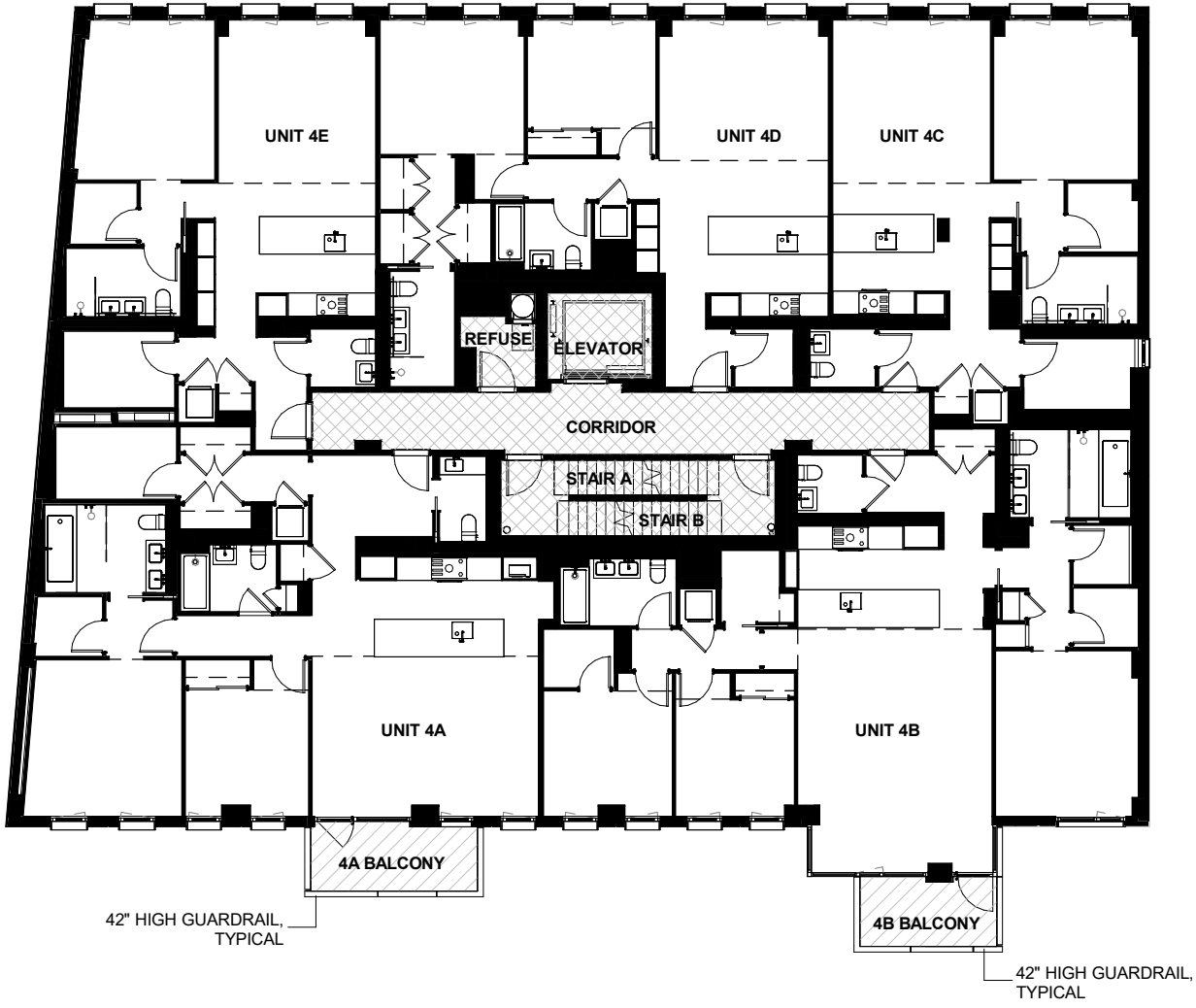
349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

FOURTH FLOOR PLAN

LINDEN LANE

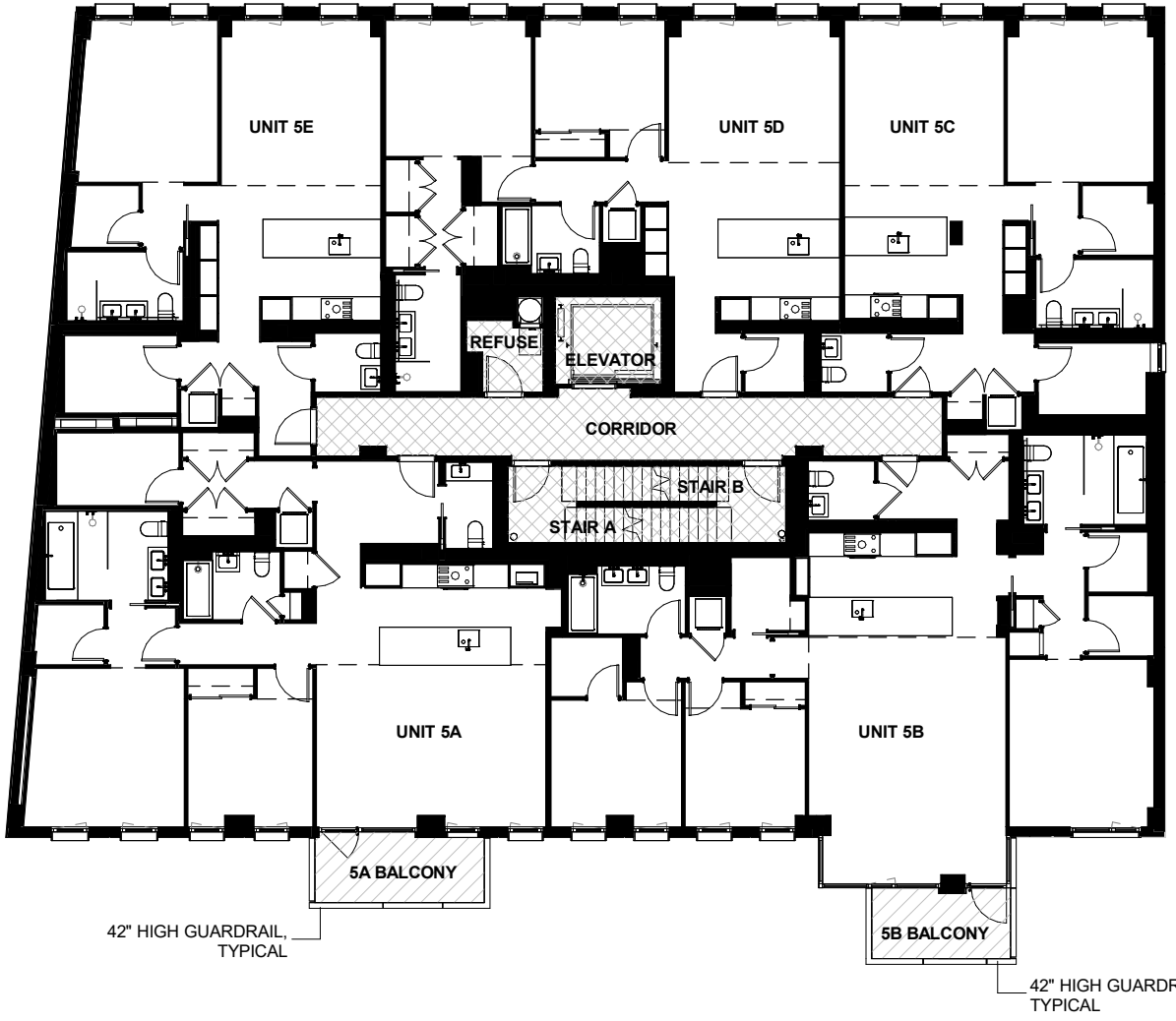
349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

FIFTH FLOOR PLAN

LINDEN LANE

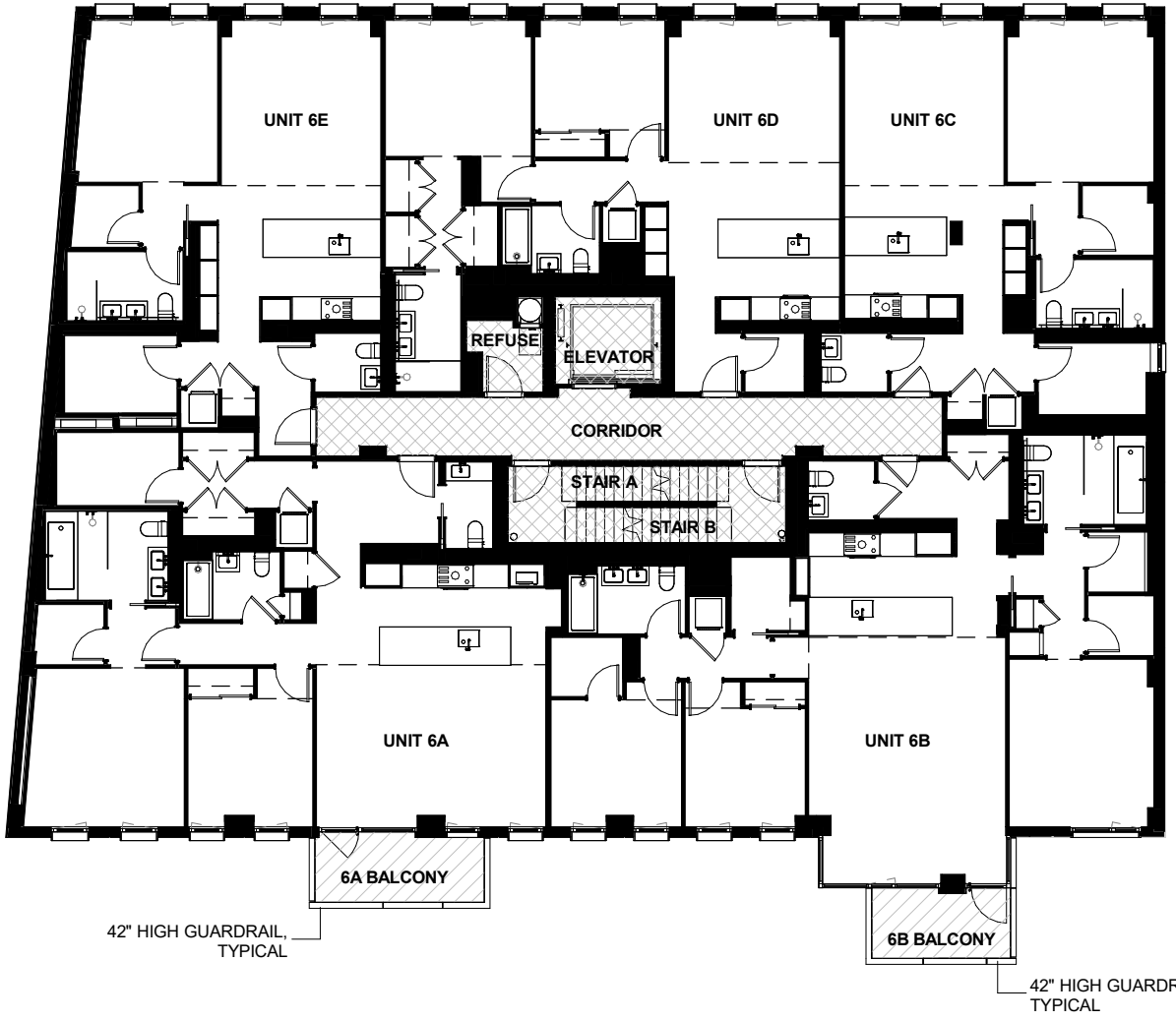
349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

SIXTH FLOOR PLAN

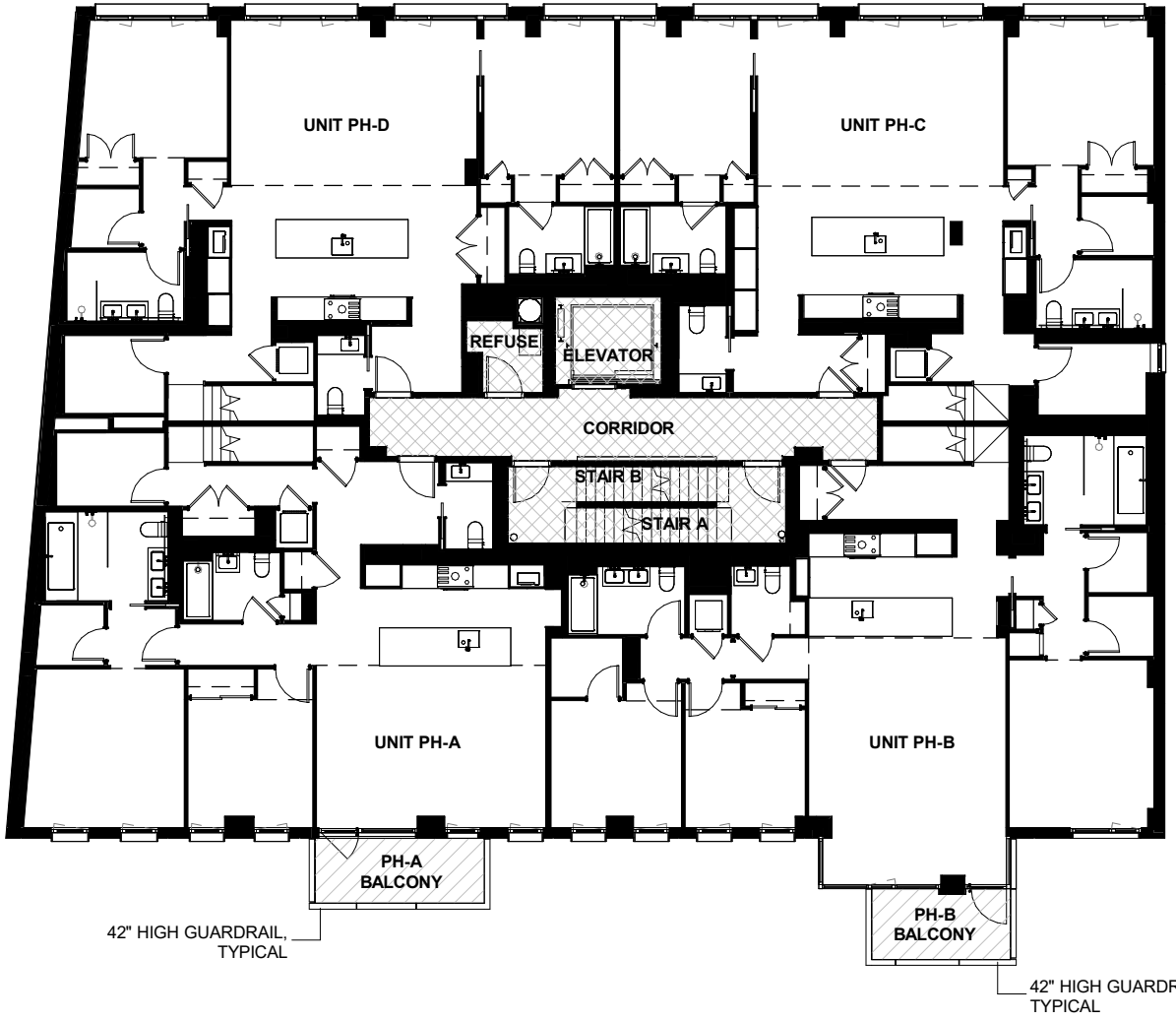
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

SEVENTH FLOOR PLAN

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

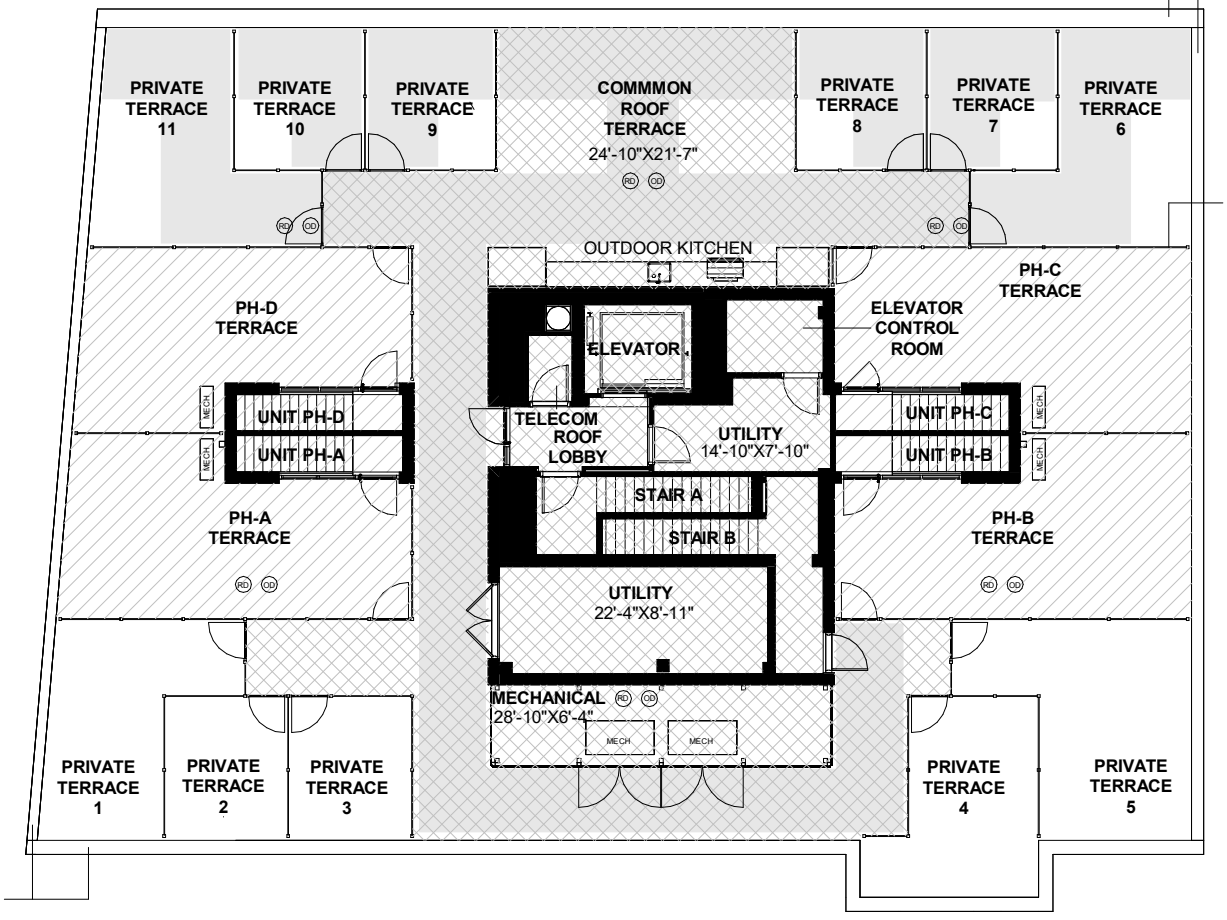
Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

= FDNY CLEAR PATH

MECH = MECHANICAL EQUIPMENT (CONDENSERS, E.R.V., ETC.)



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

ROOF PLAN

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

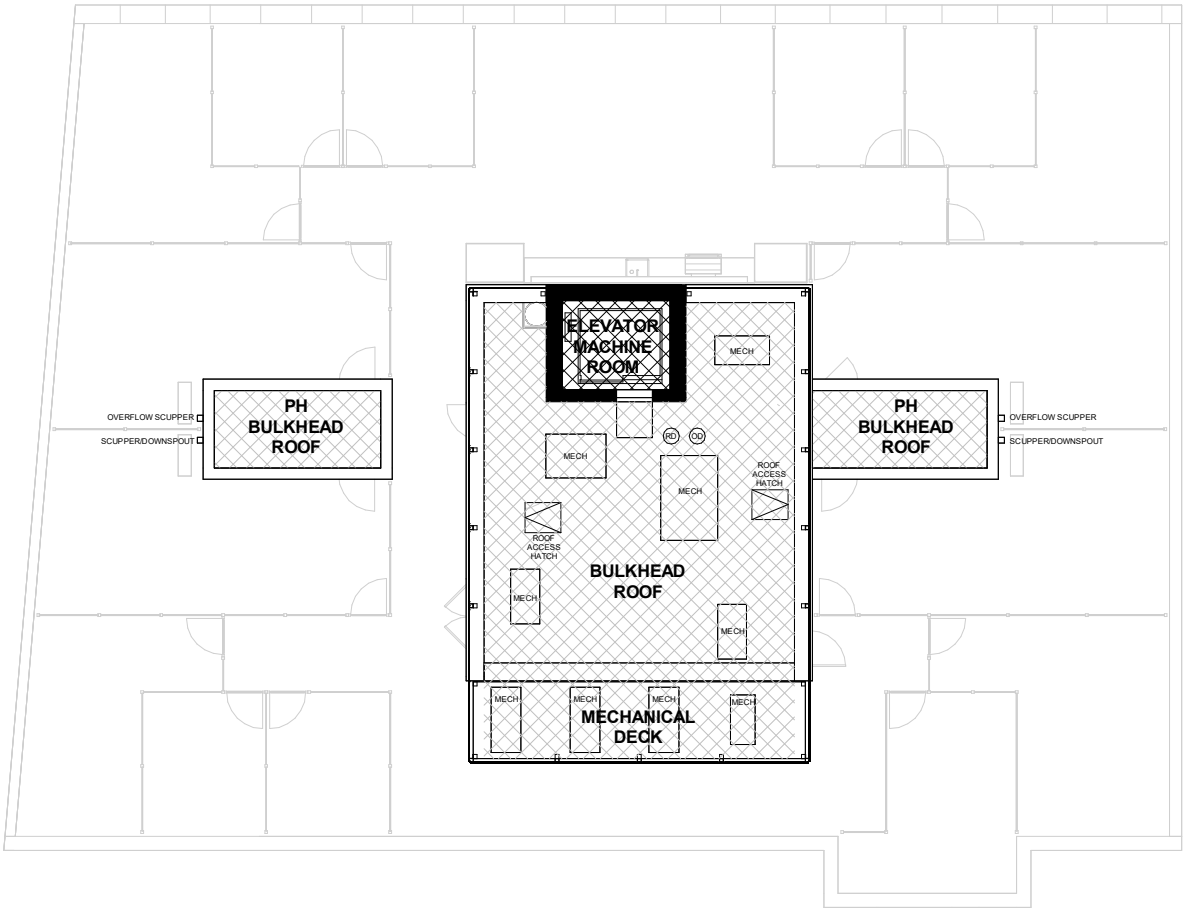
Date

08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

MECH = MECHANICAL EQUIPMENT (CONDENSERS, E.R.V., ETC.)



= GENERAL COMMON ELEMENTS

= LIMITED COMMON ELEMENTS

N

BULKHEAD ROOF PLAN



NORTH ELEVATION

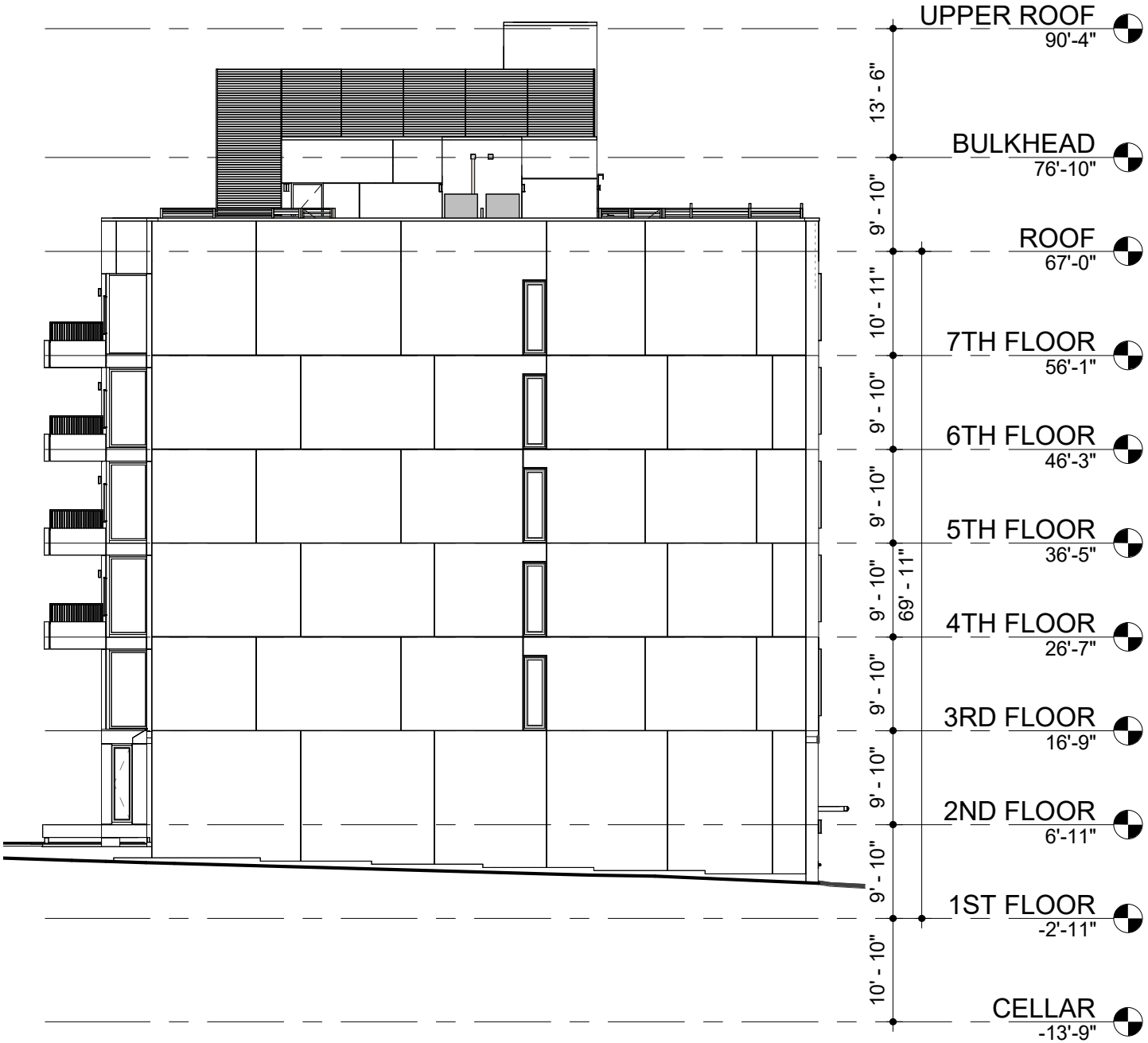
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



EAST ELEVATION

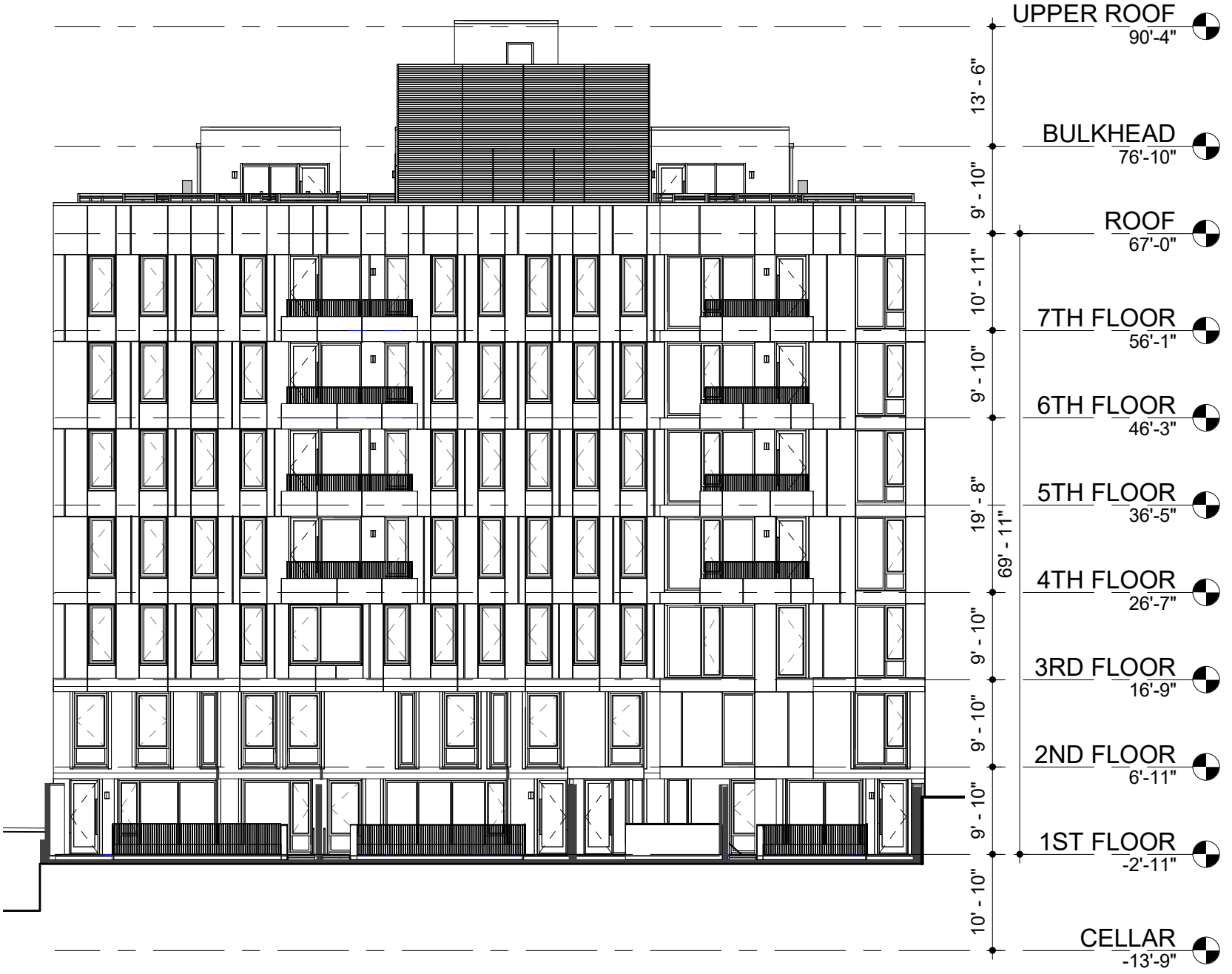
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



SOUTH ELEVATION

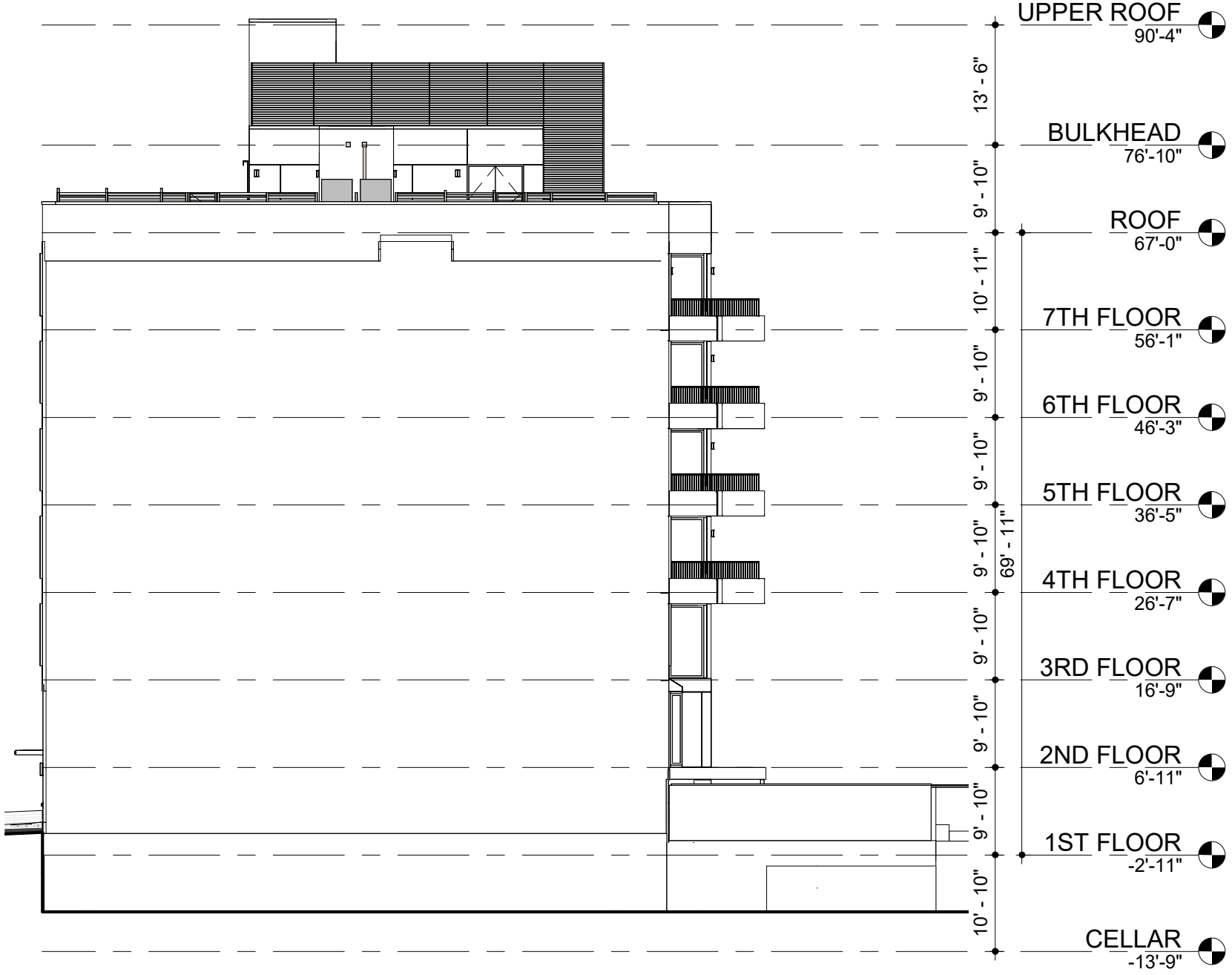
LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors



WEST ELEVATION

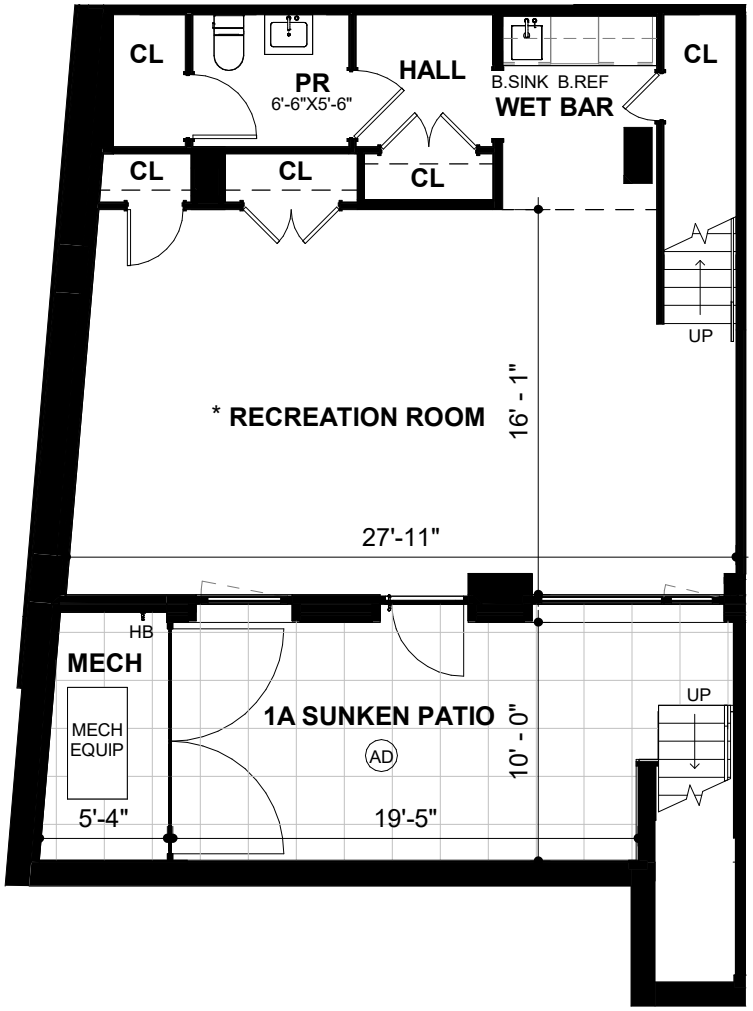
LINDEN LANE

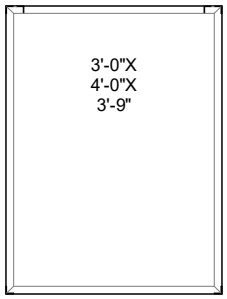
349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors





CELLAR STORAGE LOCKER 1

* CELLAR SPACES ARE NON-HABITABLE, ACCESSORY USE ONLY, MAY NOT BE USED FOR LIVING, SLEEPING OR COOKING PURPOSES AND MAY NOT BE RENTED INDEPENDENTLY.

UNIT 1A CELLAR FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

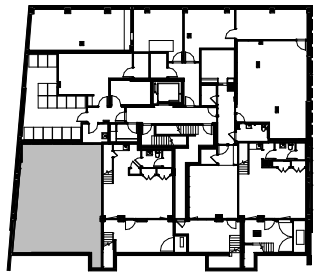
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1A

UNIT INTERIOR (GSF)

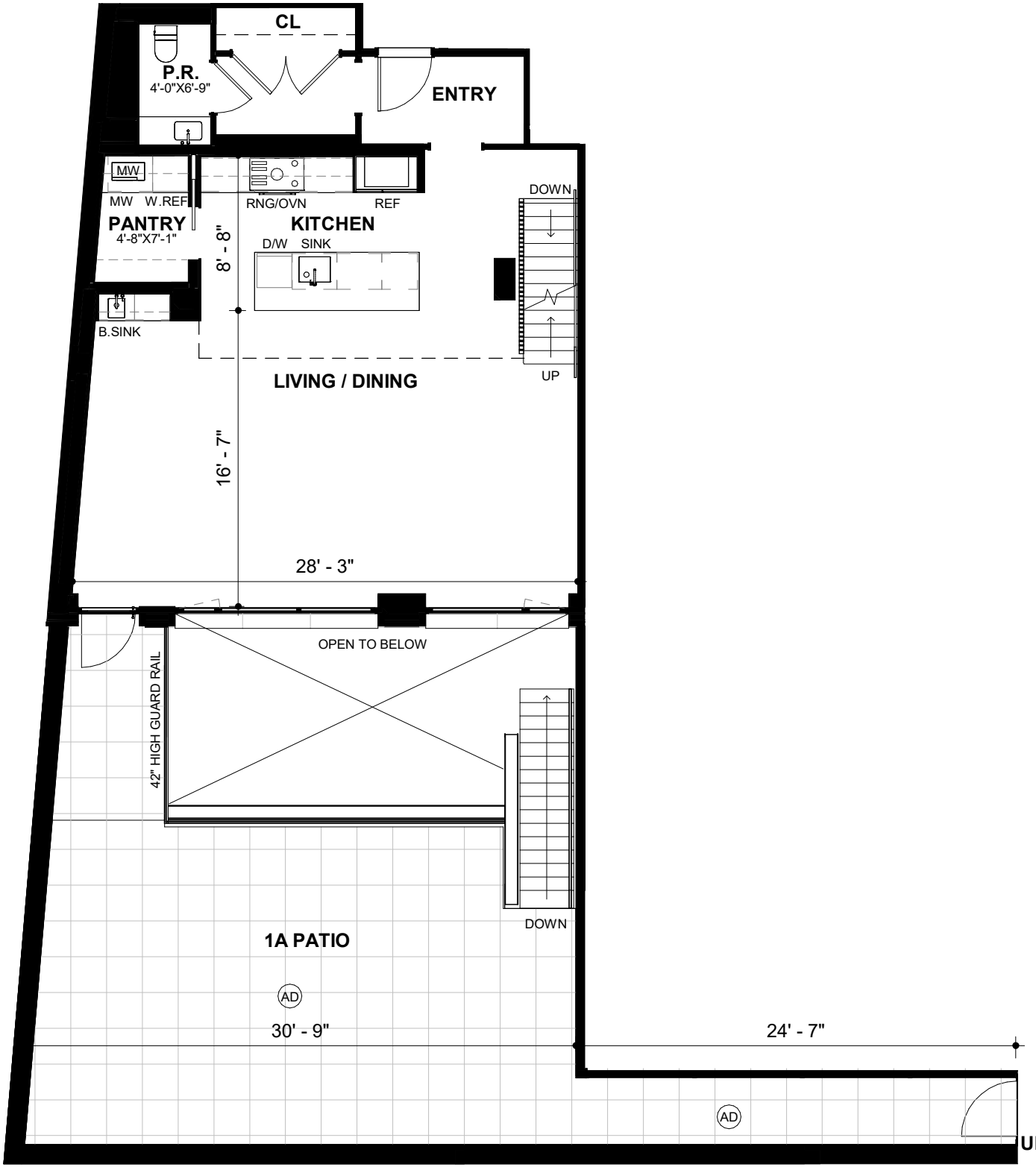
CELLAR	751
1ST FLOOR	946
2ND FLOOR	1089
TOTAL	2786

UNIT EXTERIOR (GSF)

CELLAR	320
1ST FLOOR	800
TOTAL	1120

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1A GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

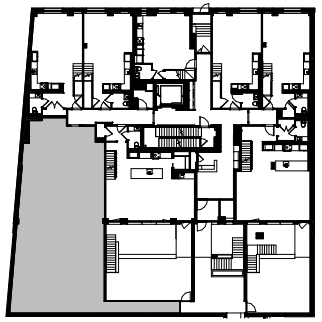
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1A

UNIT INTERIOR (GSF)

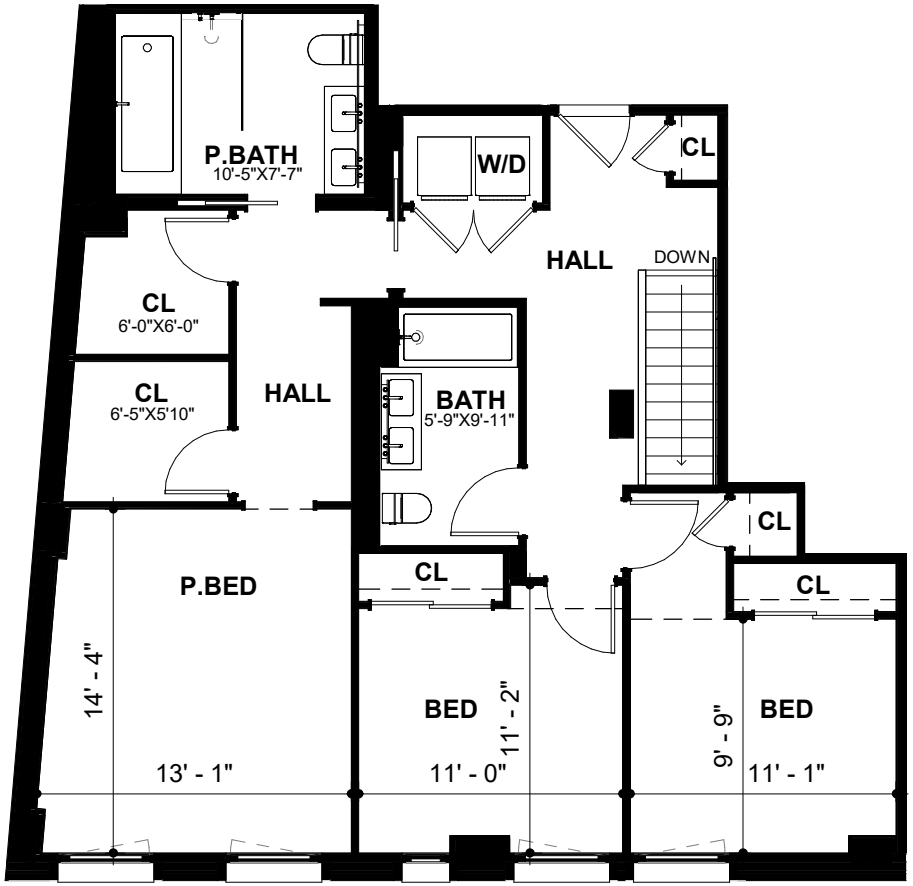
CELLAR	751
1ST FLOOR	946
2ND FLOOR	1089
TOTAL	2786

UNIT EXTERIOR (GSF)

CELLAR	320
1ST FLOOR	800
TOTAL	1120

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1A FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

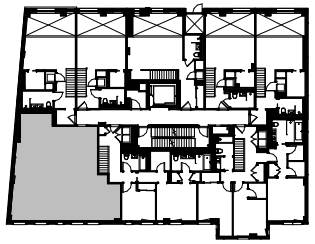
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1A

UNIT INTERIOR (GSF)

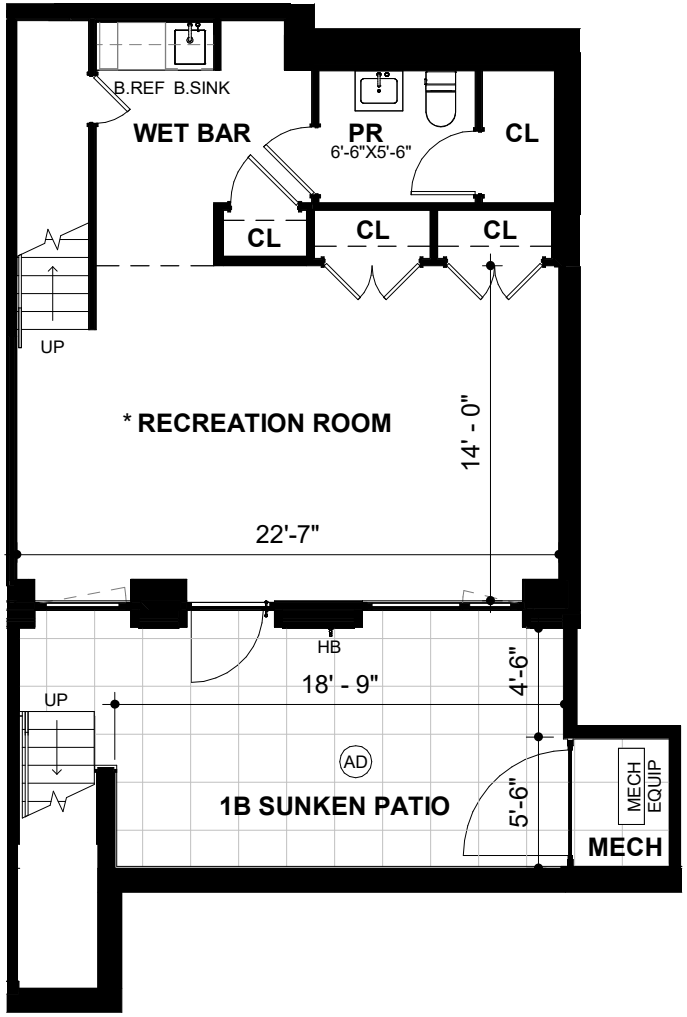
CELLAR	751
1ST FLOOR	946
2ND FLOOR	1089
TOTAL	2786

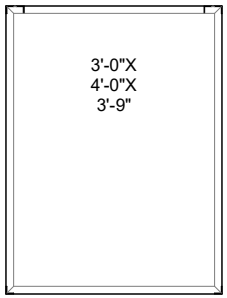
UNIT EXTERIOR (GSF)

CELLAR	320
1ST FLOOR	800
TOTAL	1120

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 2

* CELLAR SPACES ARE NON-HABITABLE, ACCESSORY USE ONLY, MAY NOT BE USED FOR LIVING, SLEEPING OR COOKING PURPOSES AND MAY NOT BE RENTED INDEPENDENTLY.

UNIT 1B CELLAR FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

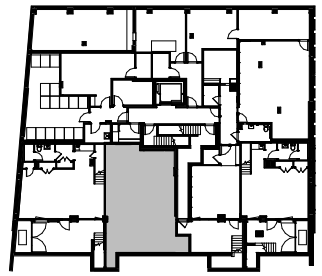
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1B

UNIT INTERIOR (GSF)

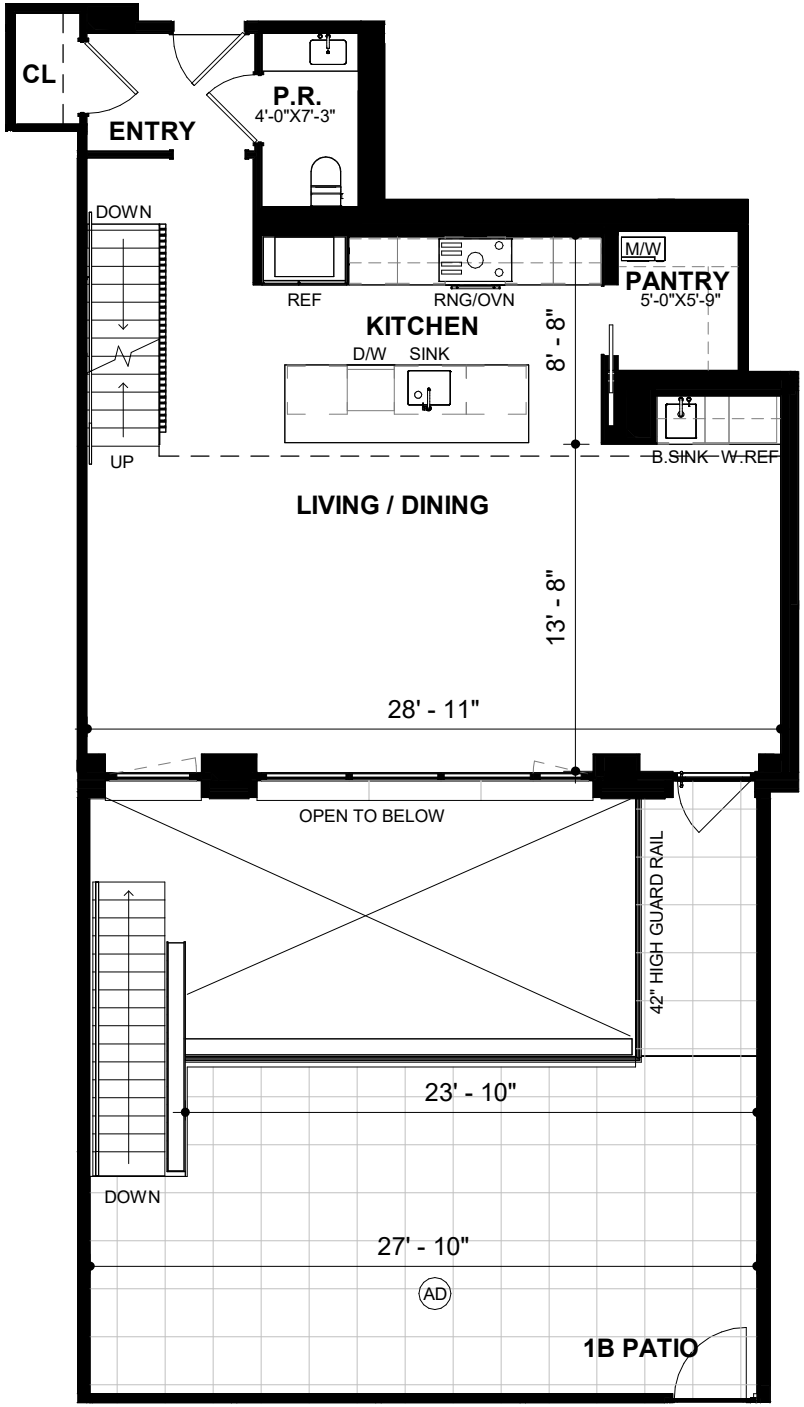
CELLAR	601
1ST FLOOR	846
2ND FLOOR	837
TOTAL	2284

UNIT EXTERIOR (GSF)

CELLAR	277
1ST FLOOR	465
TOTAL	742

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1B GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

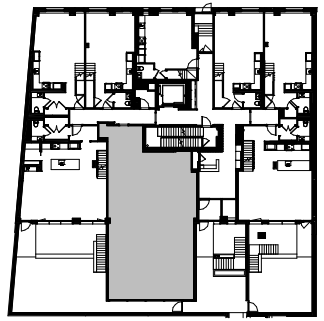
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1B

UNIT INTERIOR (GSF)

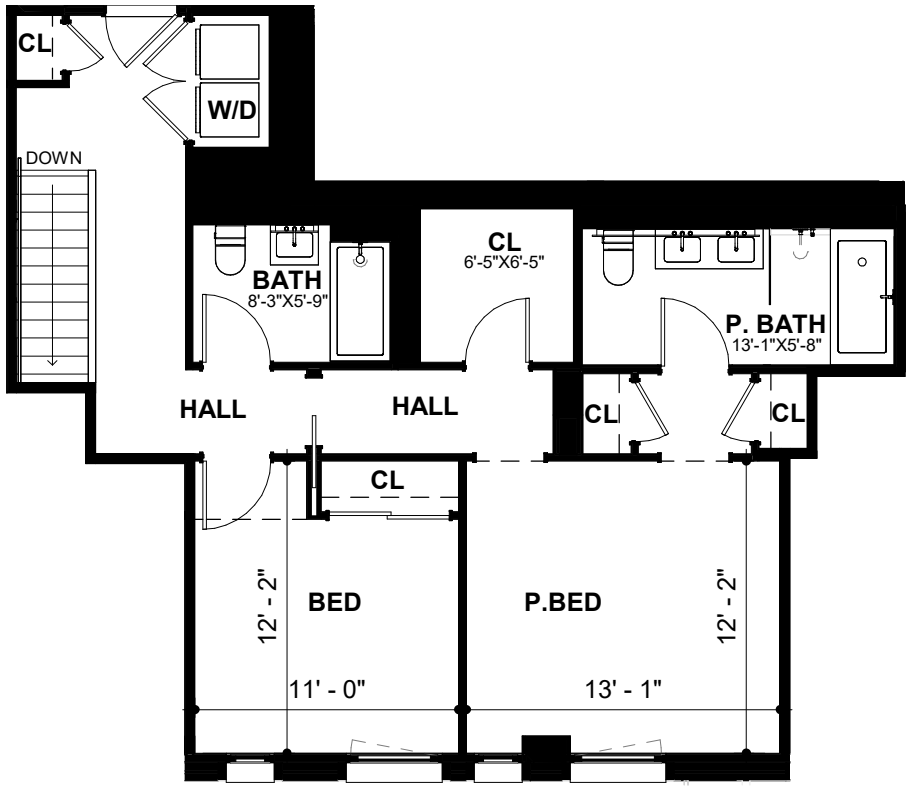
CELLAR	601
1ST FLOOR	846
2ND FLOOR	837
TOTAL	2284

UNIT EXTERIOR (GSF)

CELLAR	277
1ST FLOOR	465
TOTAL	742

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1B FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

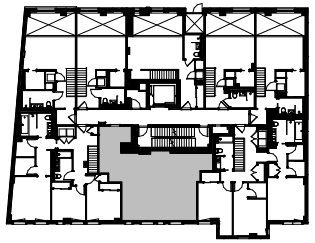
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1B

UNIT INTERIOR (GSF)

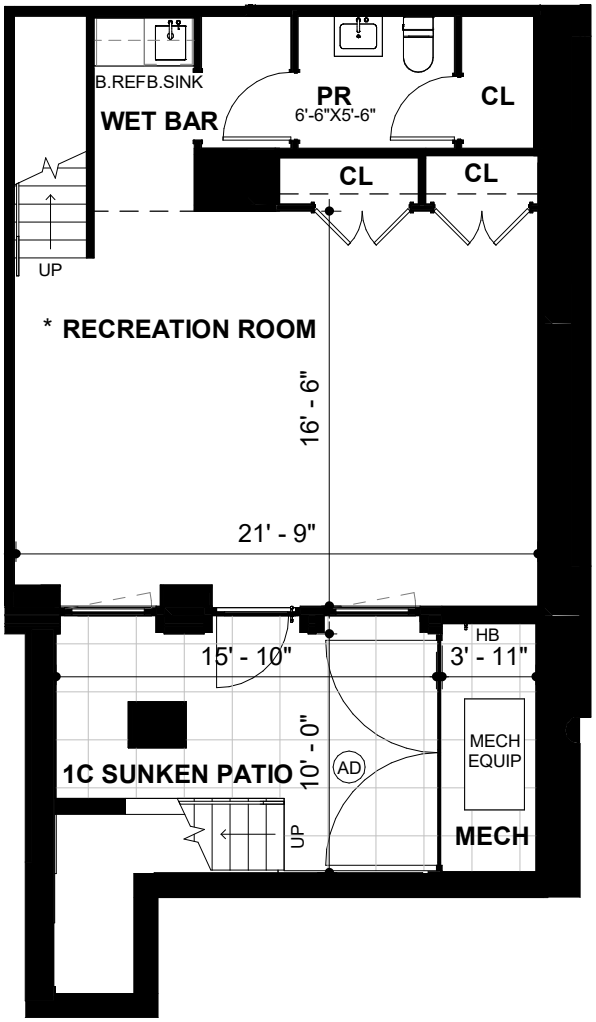
CELLAR	601
1ST FLOOR	846
2ND FLOOR	837
TOTAL	2284

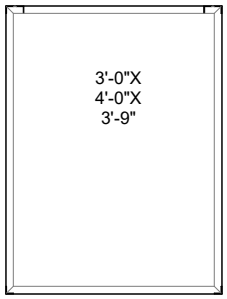
UNIT EXTERIOR (GSF)

CELLAR	277
1ST FLOOR	465
TOTAL	742

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 3

* CELLAR SPACES ARE NON-HABITABLE, ACCESSORY USE ONLY, MAY NOT BE USED FOR LIVING, SLEEPING OR COOKING PURPOSES AND MAY NOT BE RENTED INDEPENDENTLY.

UNIT 1C CELLAR FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

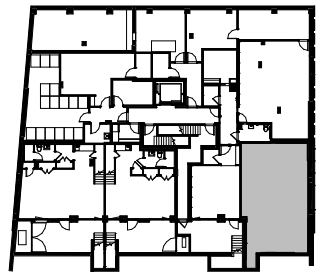
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1C

UNIT INTERIOR (GSF)

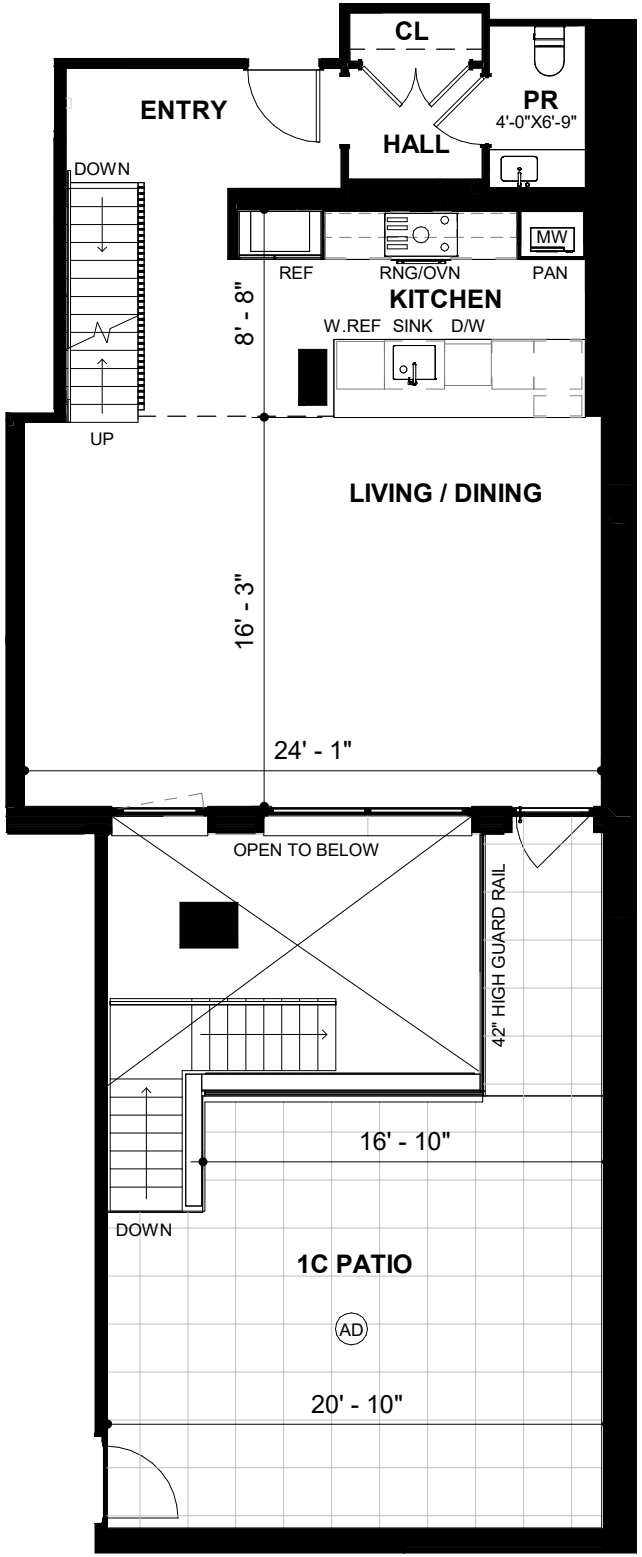
CELLAR	630
1ST FLOOR	843
2ND FLOOR	1169
TOTAL	2642

UNIT EXTERIOR (GSF)

CELLAR	240
1ST FLOOR	487
TOTAL	727

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1C GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

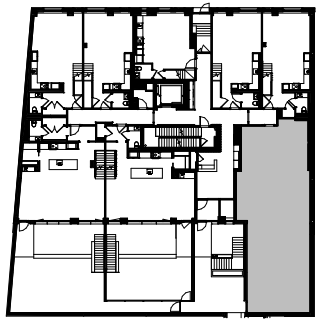
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1C

UNIT INTERIOR (GSF)

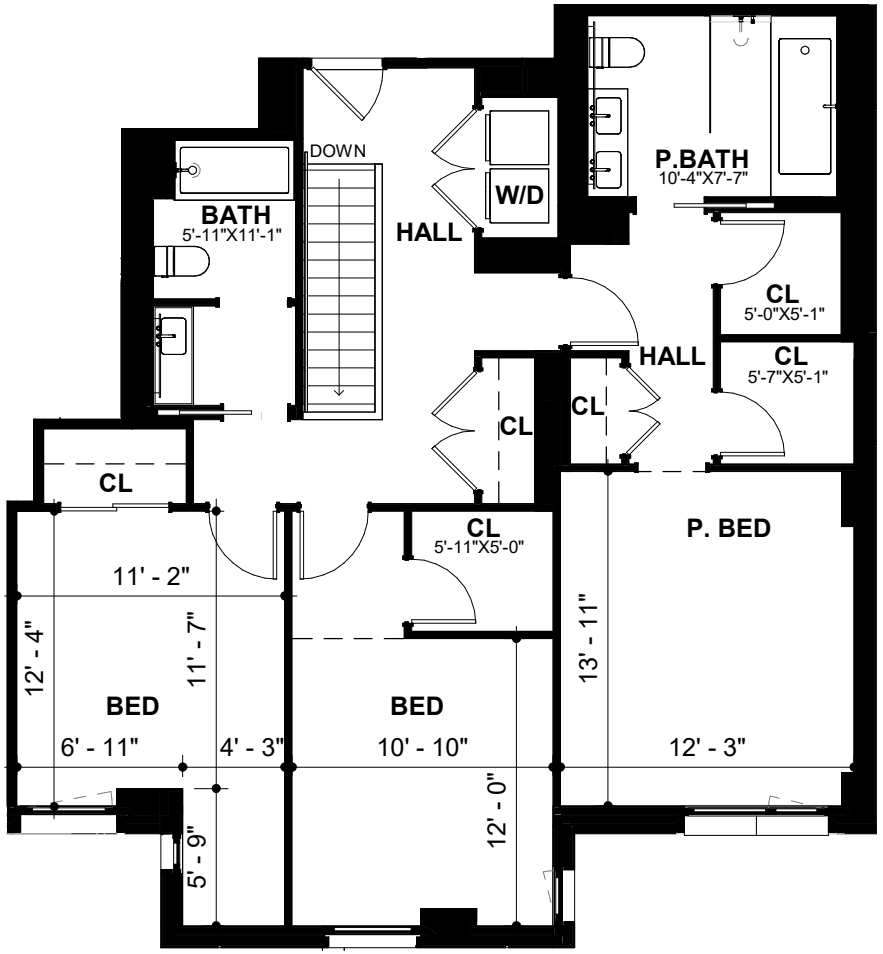
CELLAR	630
1ST FLOOR	843
2ND FLOOR	1169
TOTAL	2642

UNIT EXTERIOR (GSF)

CELLAR	240
1ST FLOOR	487
TOTAL	727

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1C FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

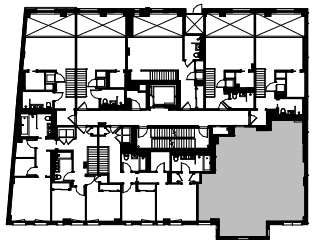
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 1C

UNIT INTERIOR (GSF)

CELLAR	630
1ST FLOOR	843
2ND FLOOR	1169
TOTAL	2642

UNIT EXTERIOR (GSF)

CELLAR	240
1ST FLOOR	487
TOTAL	727

UNIT CELLAR STORAGE (CUF)

CELLAR	45

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

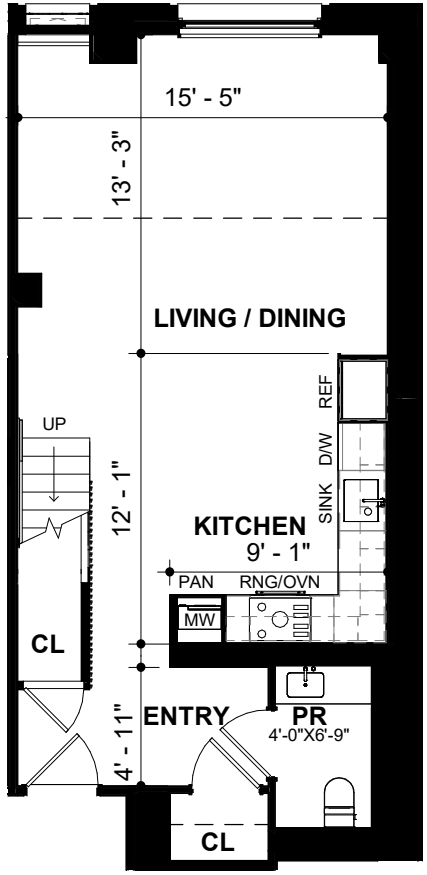
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

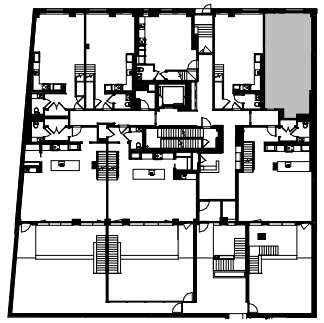
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan



Unit

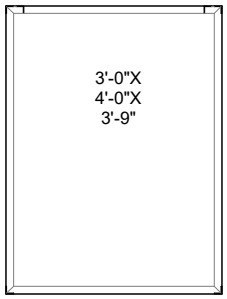
UNIT 1D

UNIT INTERIOR (GSF)

1ST FLOOR	590
2ND FLOOR	515
TOTAL	1105

UNIT CELLAR STORAGE (CUF)

CELLAR	45



CELLAR STORAGE LOCKER 4

UNIT 1D GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

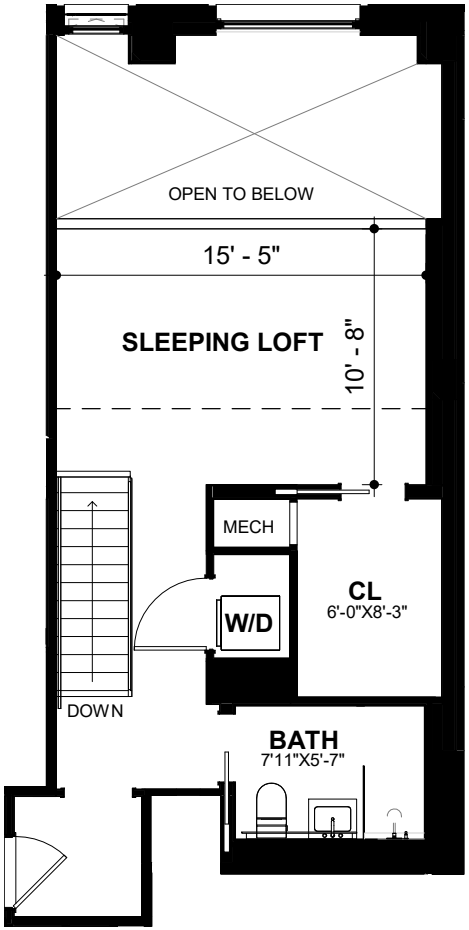
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

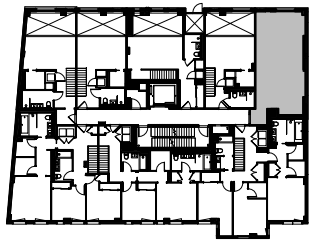
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan



Unit

UNIT 1D

UNIT INTERIOR (GSF)

1ST FLOOR	590
2ND FLOOR	515
TOTAL	1105

UNIT CELLAR STORAGE (CUF)

CELLAR	45

N

UNIT 1D FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

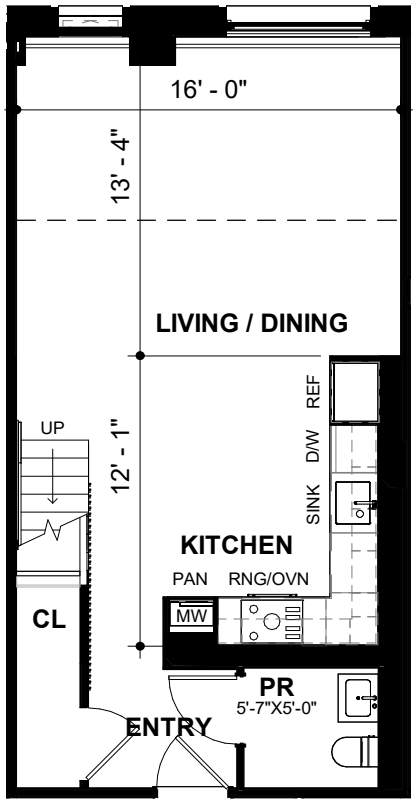
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

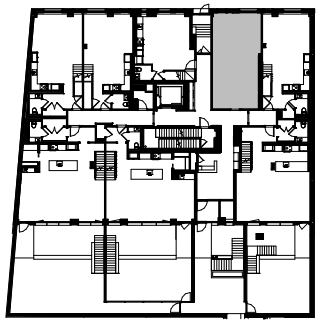
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan



Unit

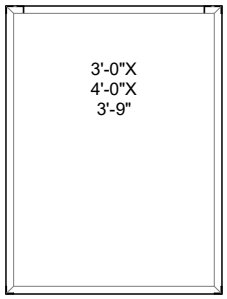
UNIT 1E

UNIT INTERIOR (GSF)

1ST FLOOR	550
2ND FLOOR	419
TOTAL	969

UNIT CELLAR STORAGE (CUF)

CELLAR	45



CELLAR STORAGE LOCKER 5

UNIT 1E GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

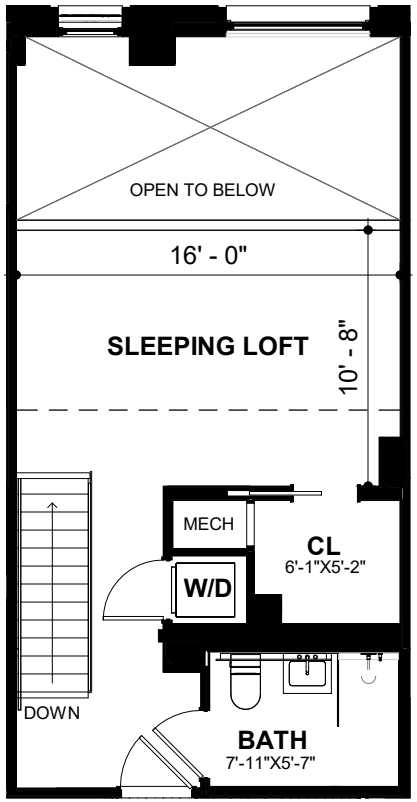
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

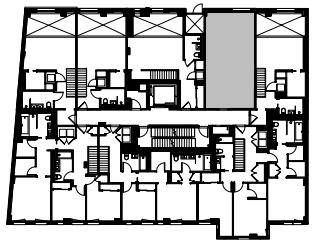
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan



Unit

UNIT 1E

UNIT INTERIOR (GSF)

1ST FLOOR	550
2ND FLOOR	419
TOTAL	969

UNIT CELLAR STORAGE (CUF)

CELLAR	45

UNIT 1E FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

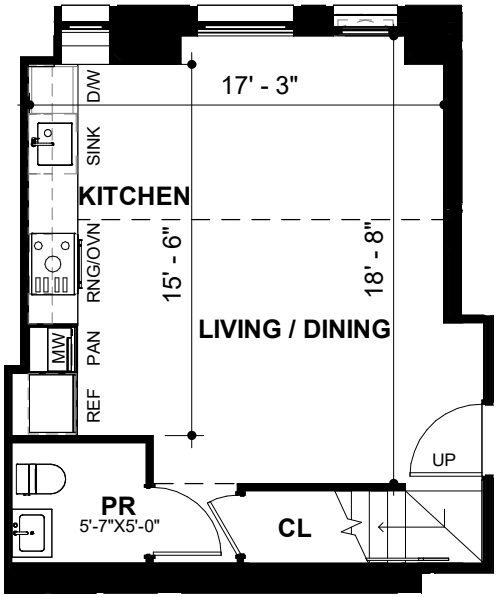
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

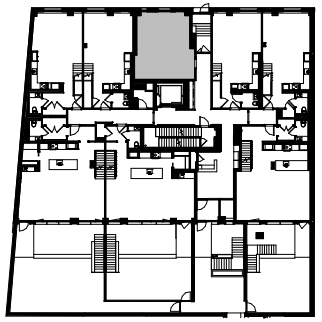
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan



Unit

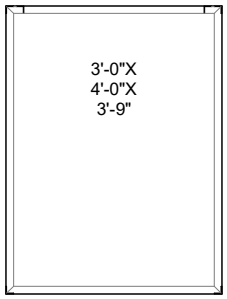
UNIT 1F

UNIT INTERIOR (GSF)

2ND FLOOR	504
1ST FLOOR	472
TOTAL	976

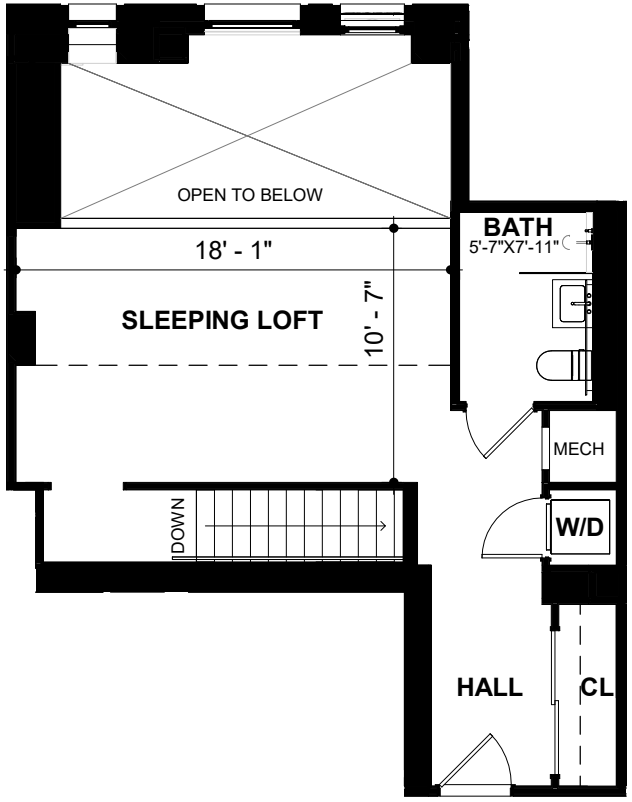
UNIT CELLAR STORAGE (CUF)

CELLAR	45



CELLAR STORAGE LOCKER 6

UNIT 1F GROUND FLOOR



UNIT 1F FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

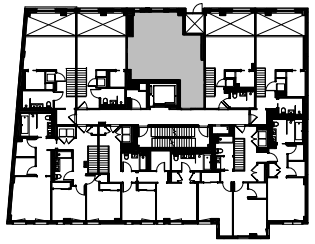
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

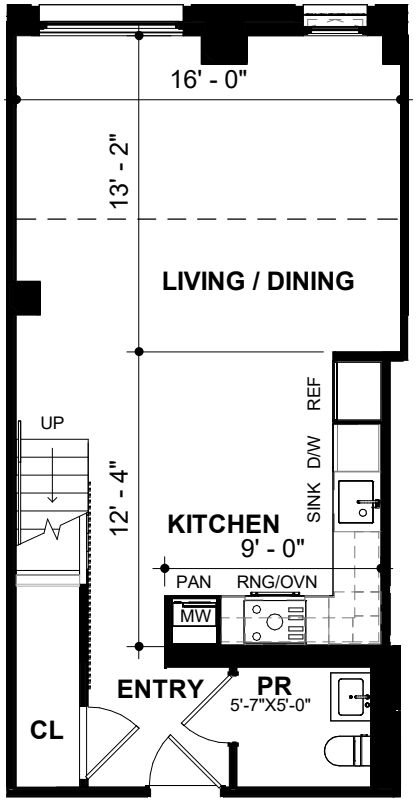
UNIT 1F

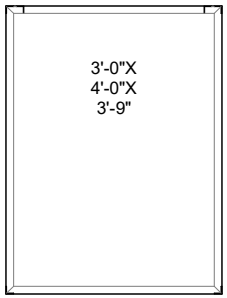
UNIT INTERIOR (GSF)

2ND FLOOR	504
1ST FLOOR	472
TOTAL	976

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 7

UNIT 1G GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

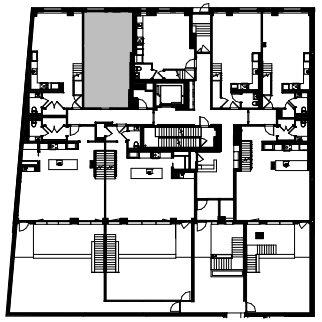
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

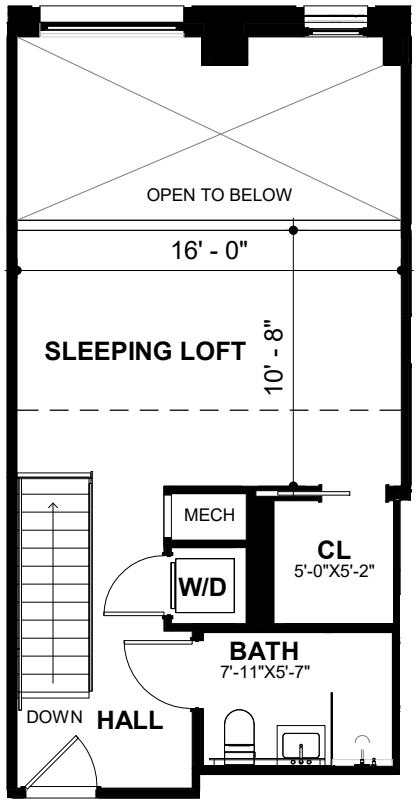
UNIT 1G

UNIT INTERIOR (GSF)

1ST FLOOR	534
2ND FLOOR	418
TOTAL	952

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1G FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

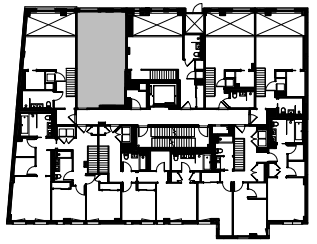
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

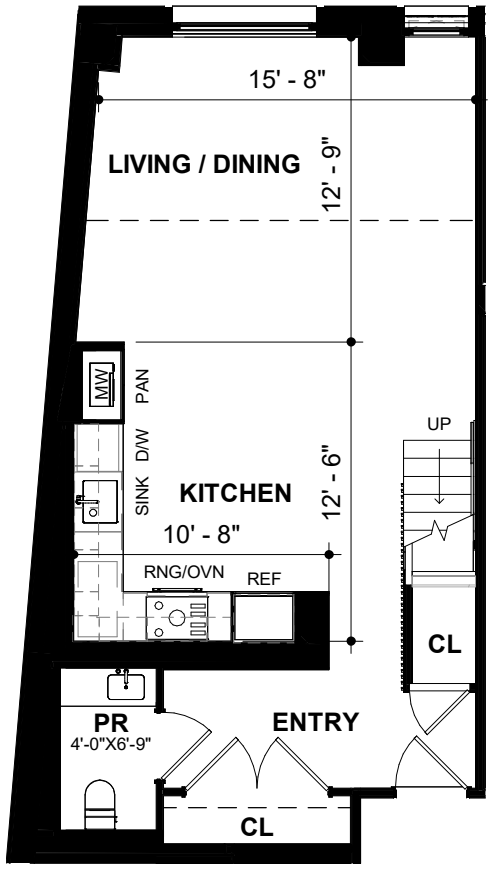
UNIT 1G

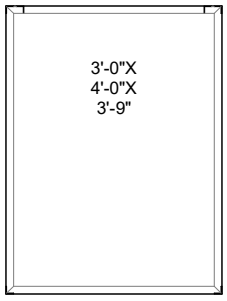
UNIT INTERIOR (GSF)

1ST FLOOR	534
2ND FLOOR	418
TOTAL	952

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 8

UNIT 1H GROUND FLOOR

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

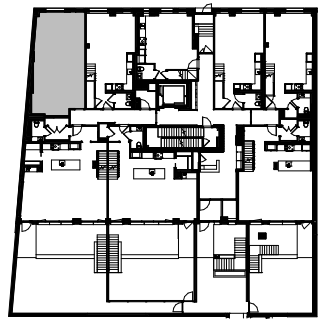
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

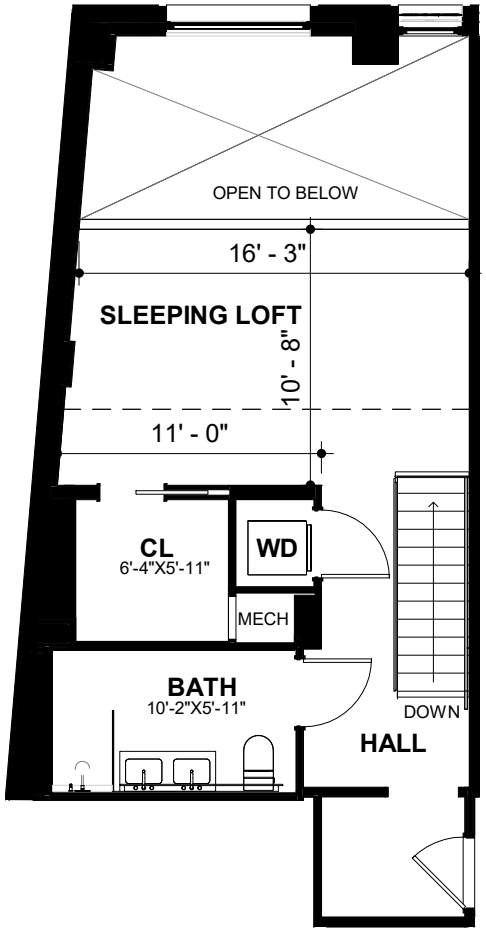
UNIT 1H

UNIT INTERIOR (GSF)

1ST FLOOR	634
2ND FLOOR	520
TOTAL	1154

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT 1H FLOOR 02

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

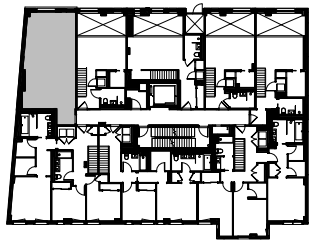
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

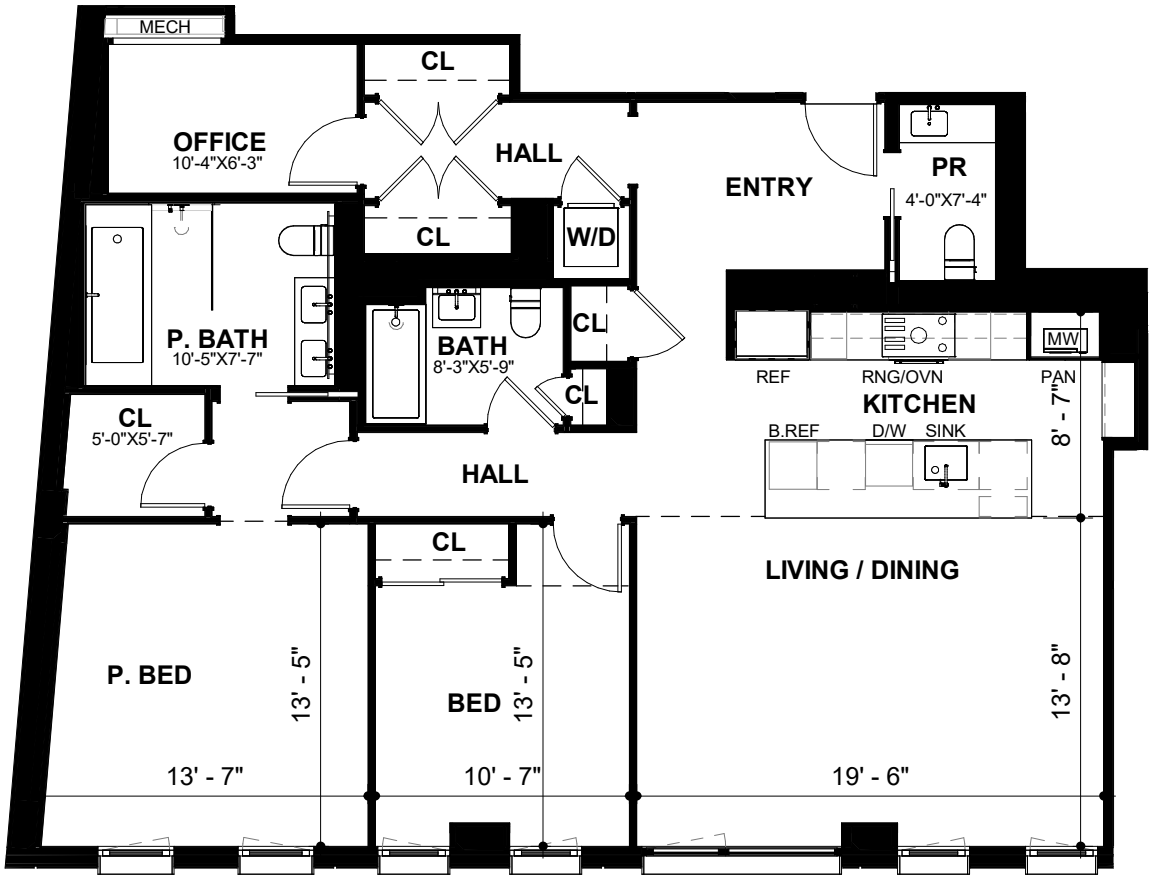
UNIT 1H

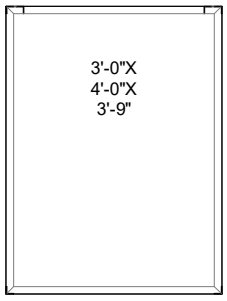
UNIT INTERIOR (GSF)

1ST FLOOR	634
2ND FLOOR	520
TOTAL	1154

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 9

UNIT 3A FLOOR 03

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

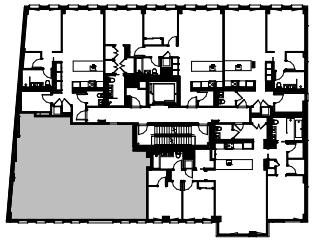
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 3A

UNIT INTERIOR (GSF)	
	1477

UNIT CELLAR STORAGE (CUF)	
CELLAR	45

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

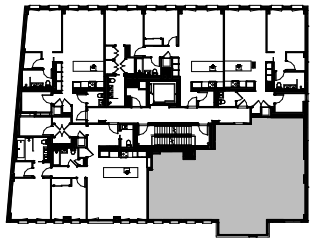
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

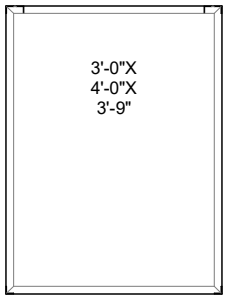


Unit

UNIT 3B

UNIT INTERIOR (GSF)
1653

UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 10

UNIT 3B - FLOOR 03

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

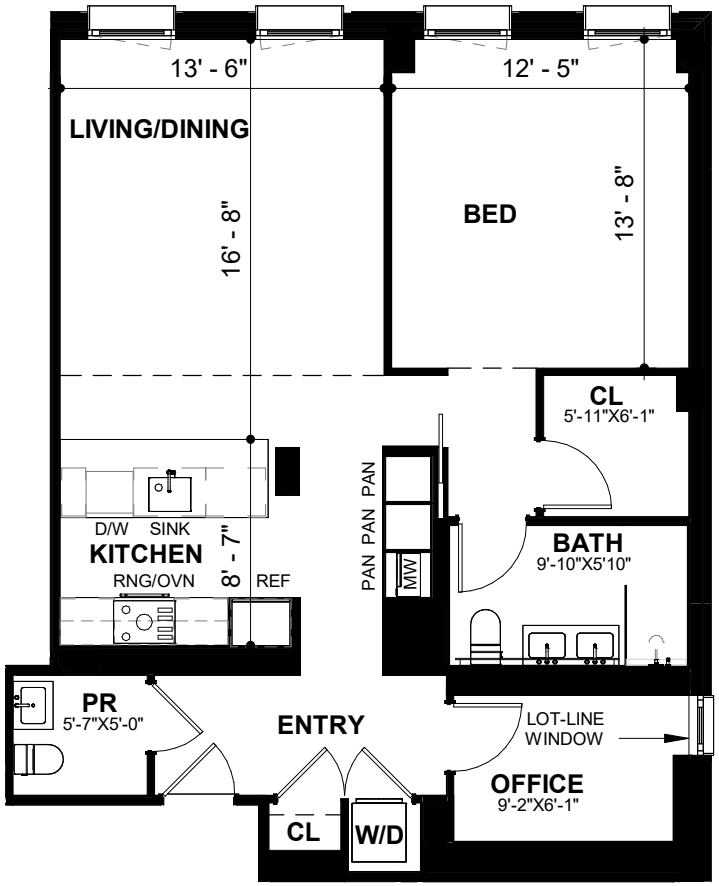
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

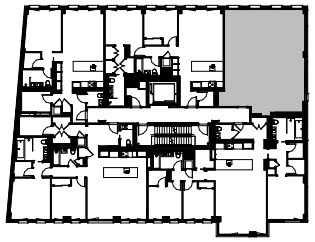
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

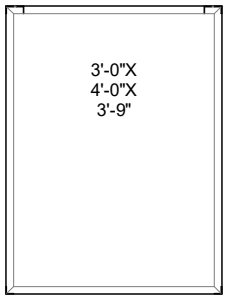


Unit

UNIT 3C

UNIT INTERIOR (GSF)	
	975

UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 11

UNIT 3C FLOOR 03

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

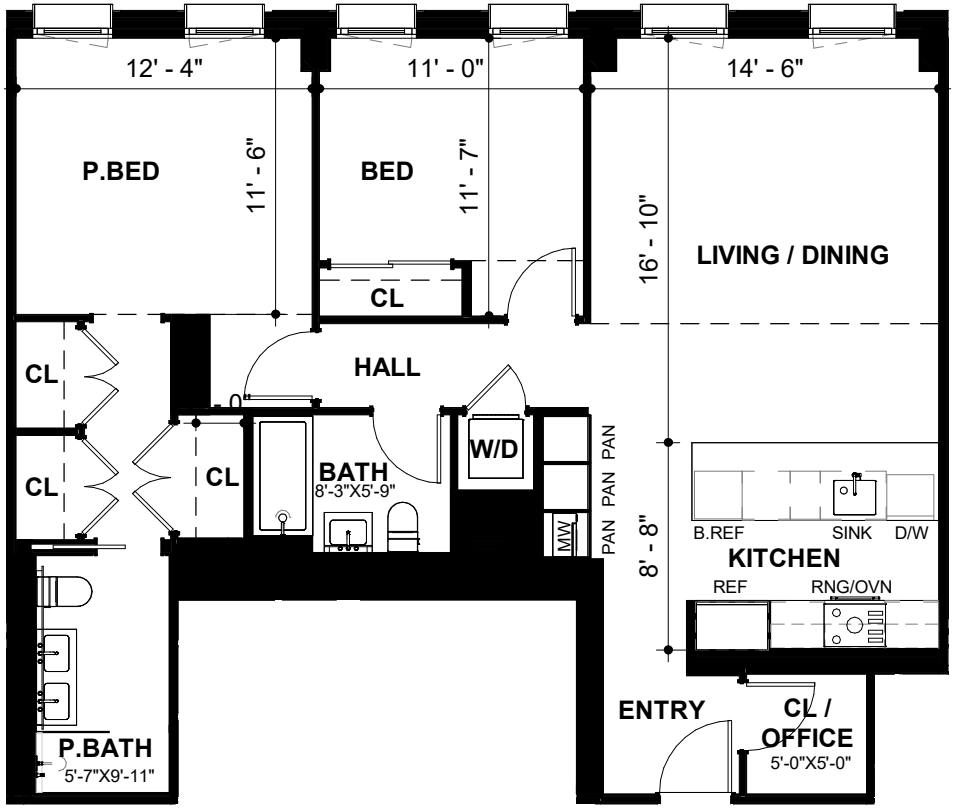
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

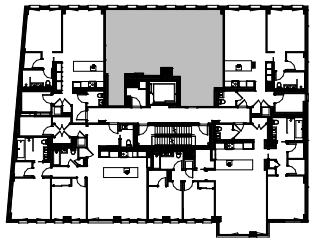
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

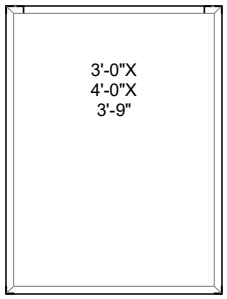


Unit

UNIT 3D

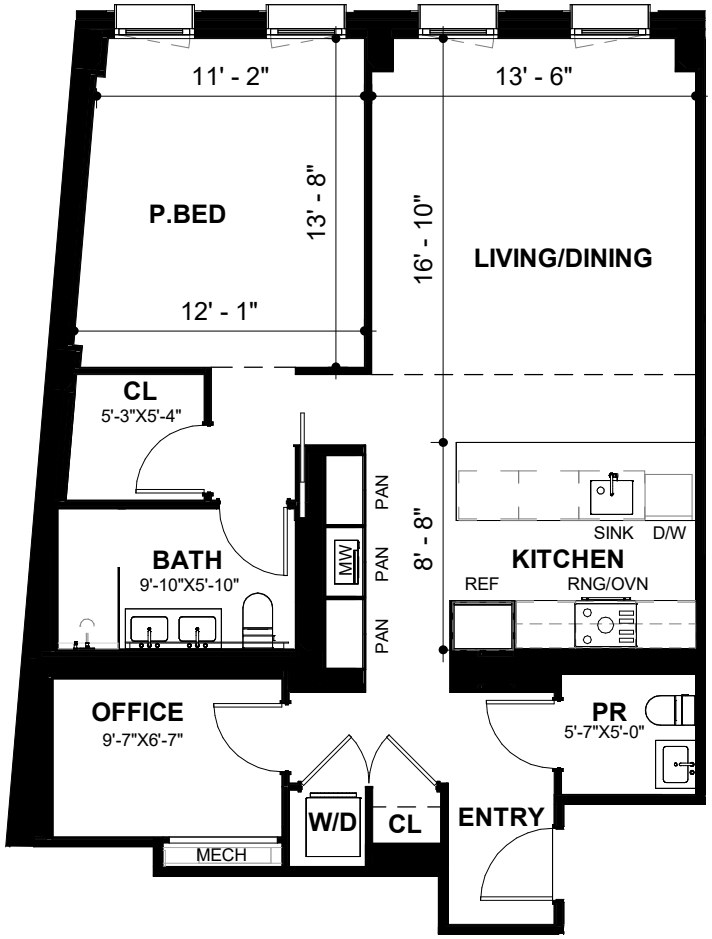
UNIT INTERIOR (GSF)	
	1124

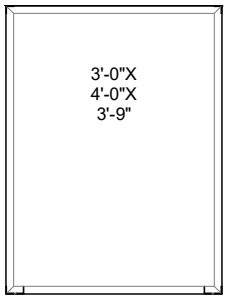
UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 12

UNIT 3D FLOOR 03





CELLAR STORAGE LOCKER 13

UNIT 3E FLOOR 03

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

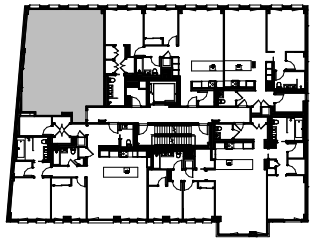
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

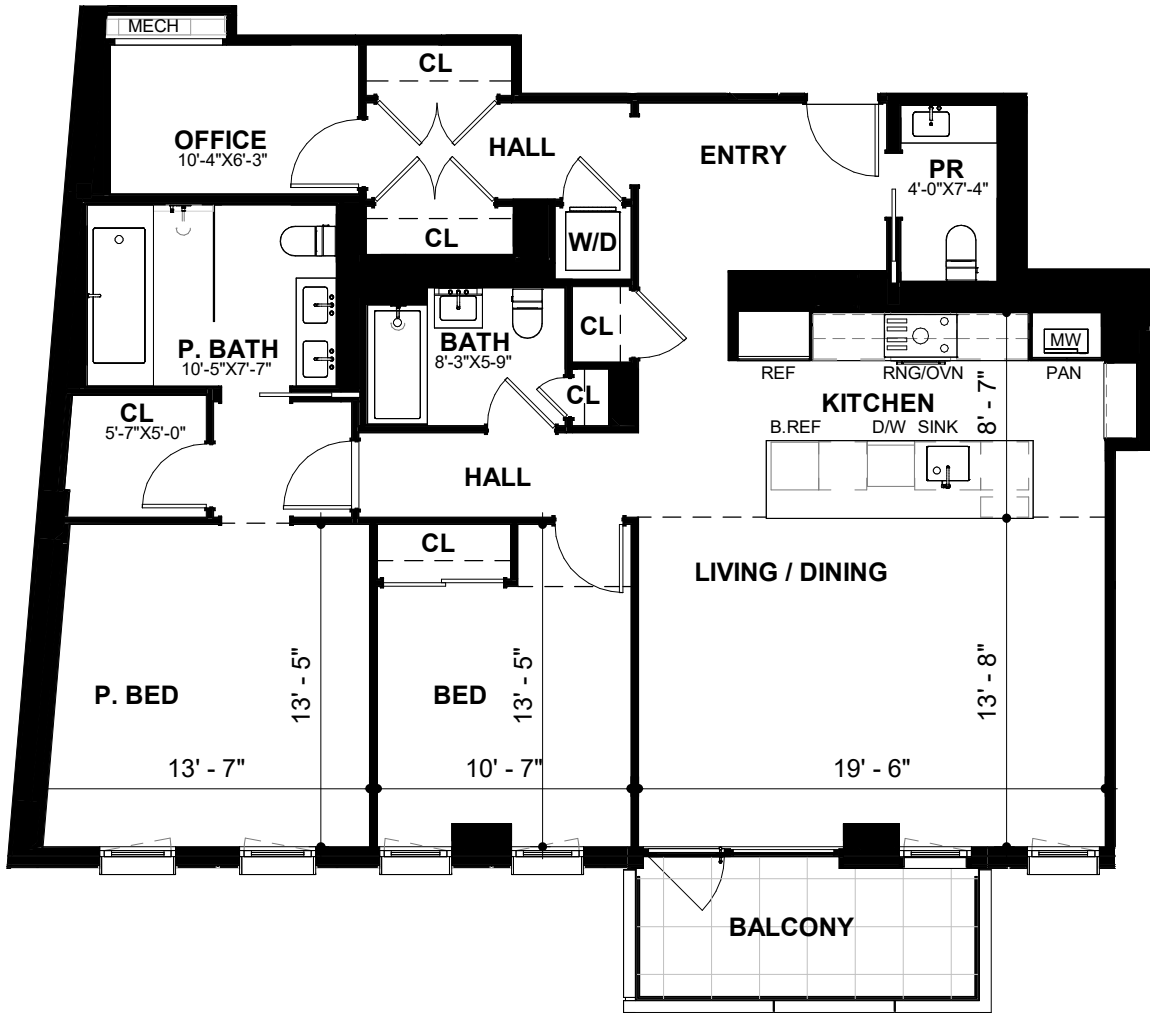


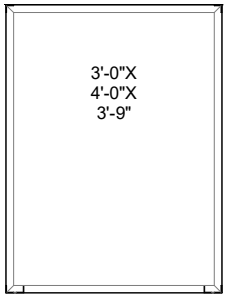
Unit

UNIT 3E

UNIT INTERIOR (GSF)	
	980

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 14

UNIT 4A FLOOR 04

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

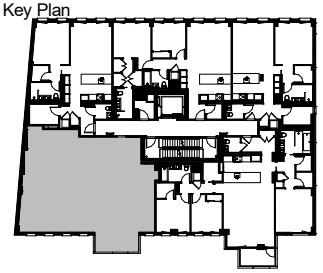
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



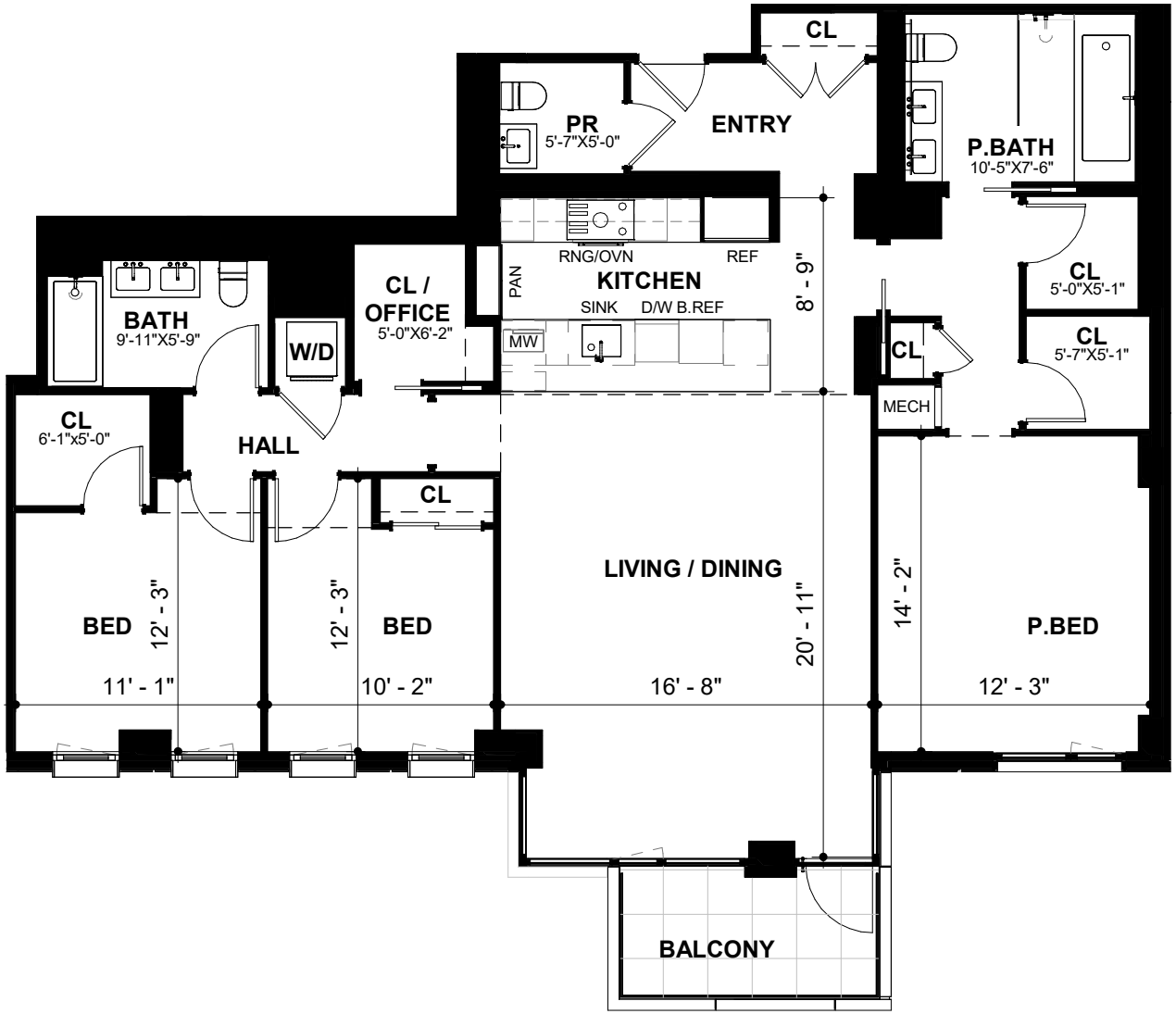
Unit

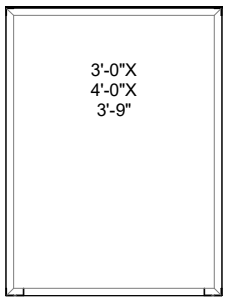
UNIT 4A

UNIT INTERIOR (GSF)	
	1481

UNIT EXTERIOR (GSF)	
	92

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 15

UNIT 4B FLOOR 04

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

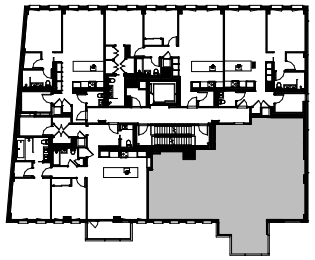
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 4B

UNIT INTERIOR (GSF)	
	1653

UNIT EXTERIOR (GSF)	
	77

UNIT CELLAR STORAGE (CUF)	
CELLAR	45

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

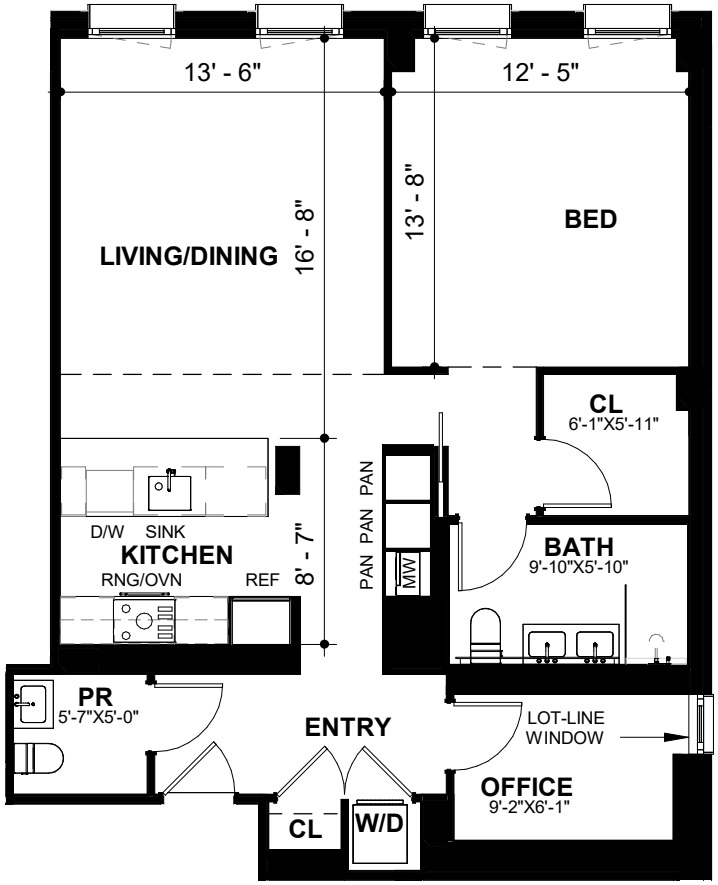
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

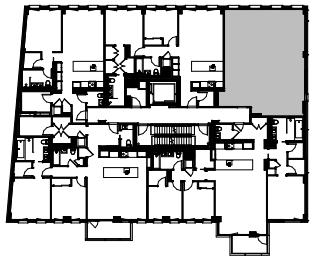
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

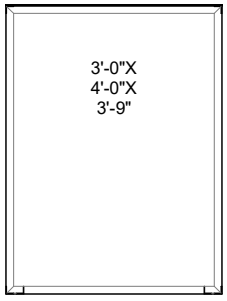


Unit

UNIT 4C

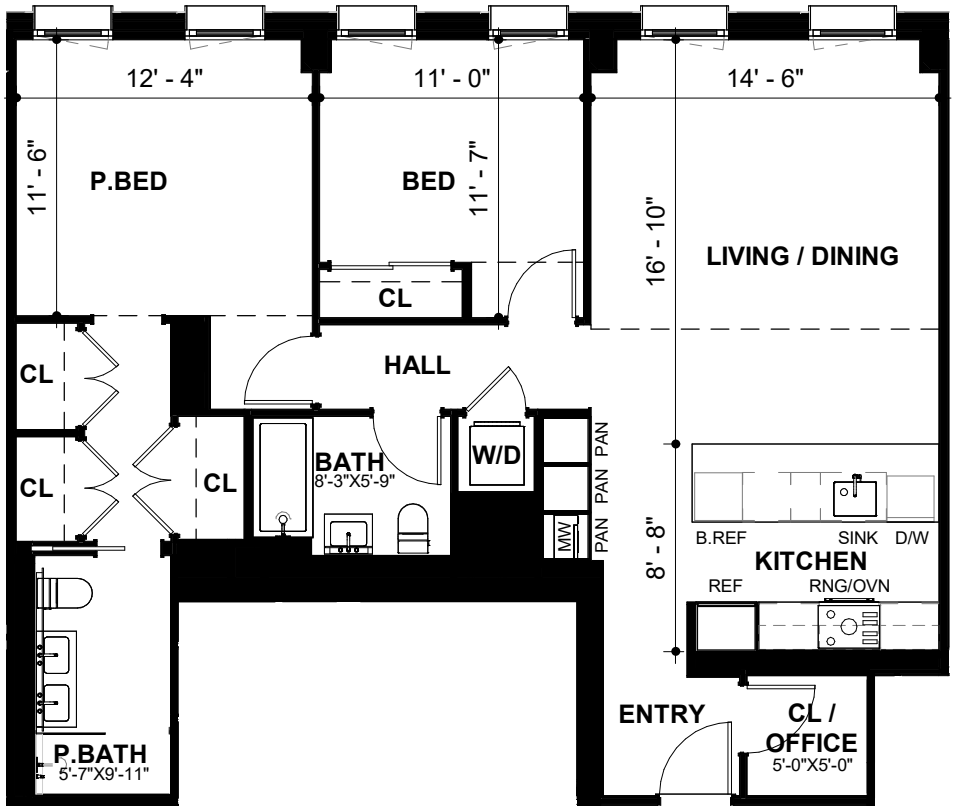
UNIT INTERIOR (GSF)	
	975

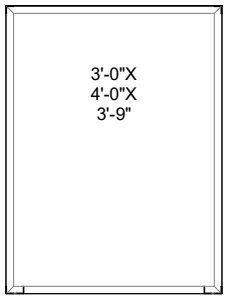
UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 16

UNIT 4C FLOOR 04





CELLAR STORAGE LOCKER 17

UNIT 4D FLOOR 04

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

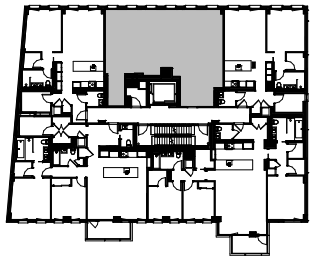
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

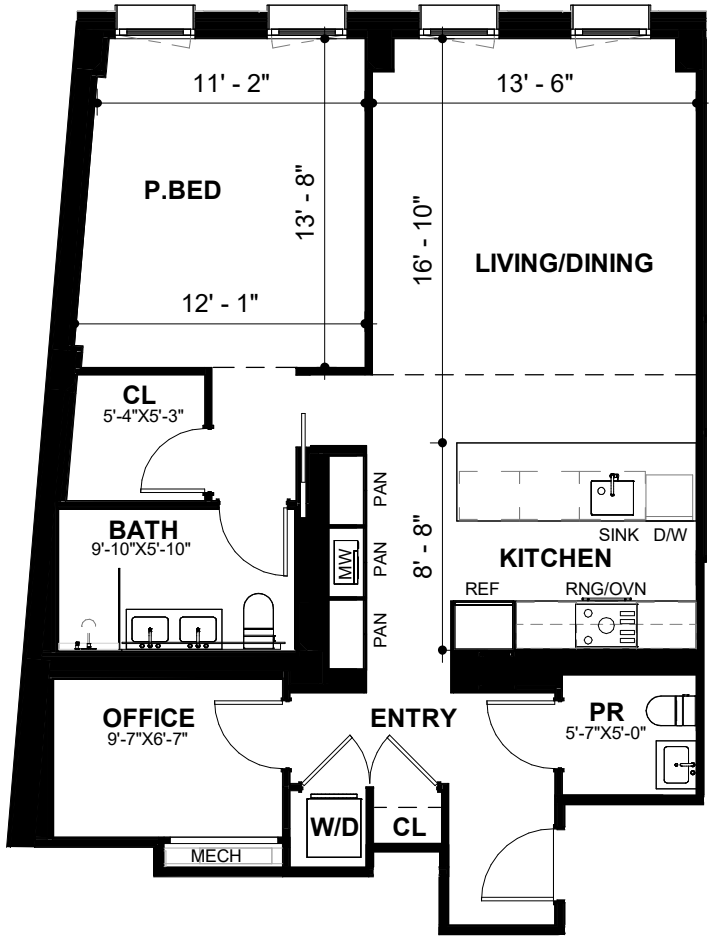


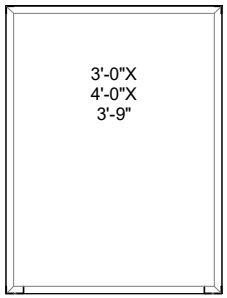
Unit

UNIT 4D

UNIT INTERIOR (GSF)	
	1124

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 18

UNIT 4E FLOOR 04

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

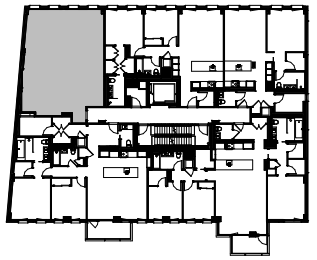
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

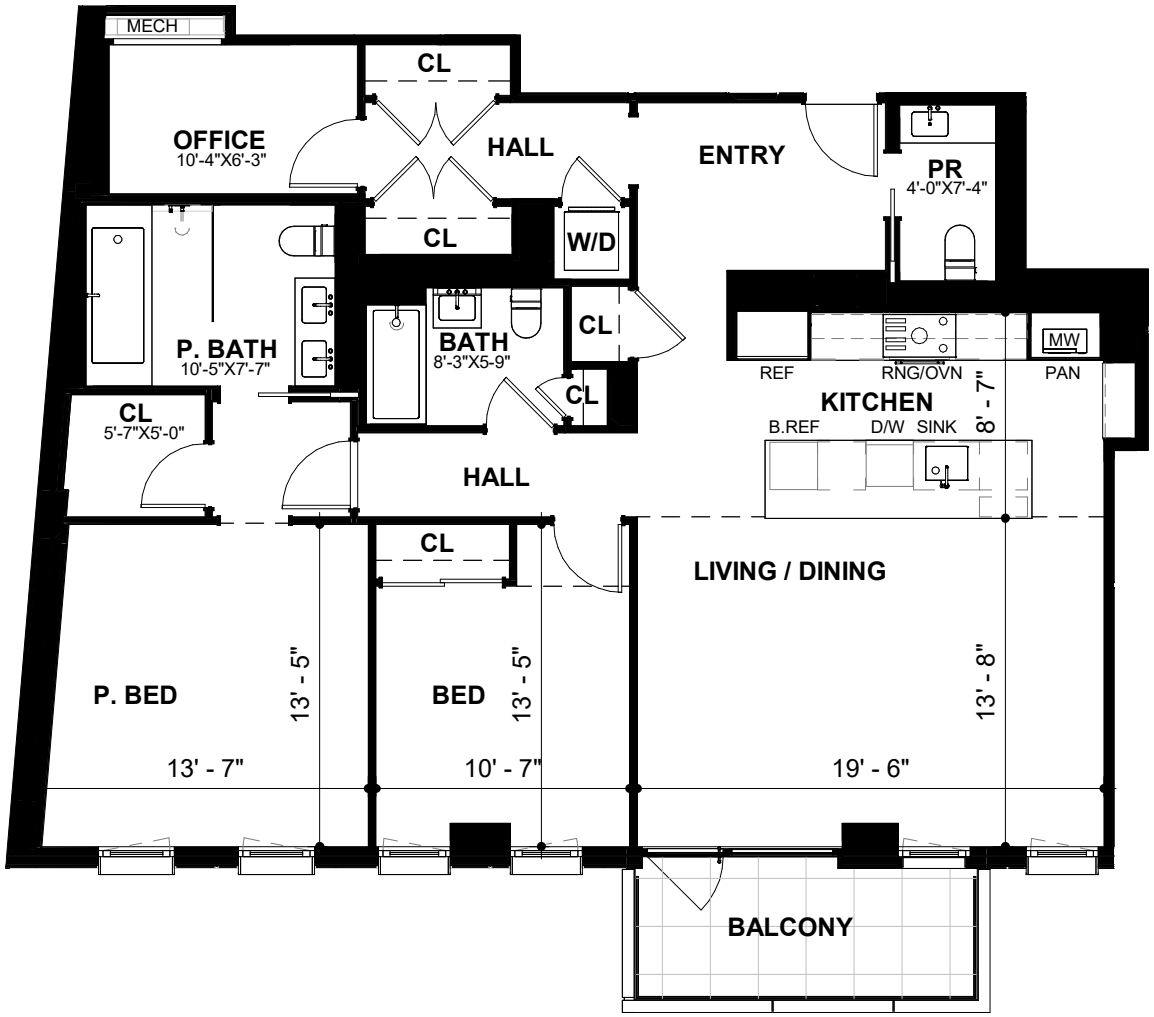


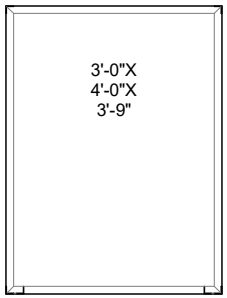
Unit

UNIT 4E

UNIT INTERIOR (GSF)	
	982

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 19

UNIT 5A FLOOR 05

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

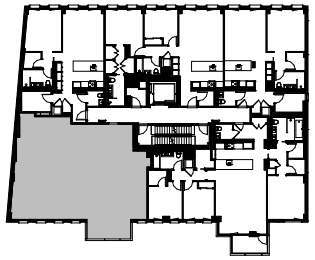
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



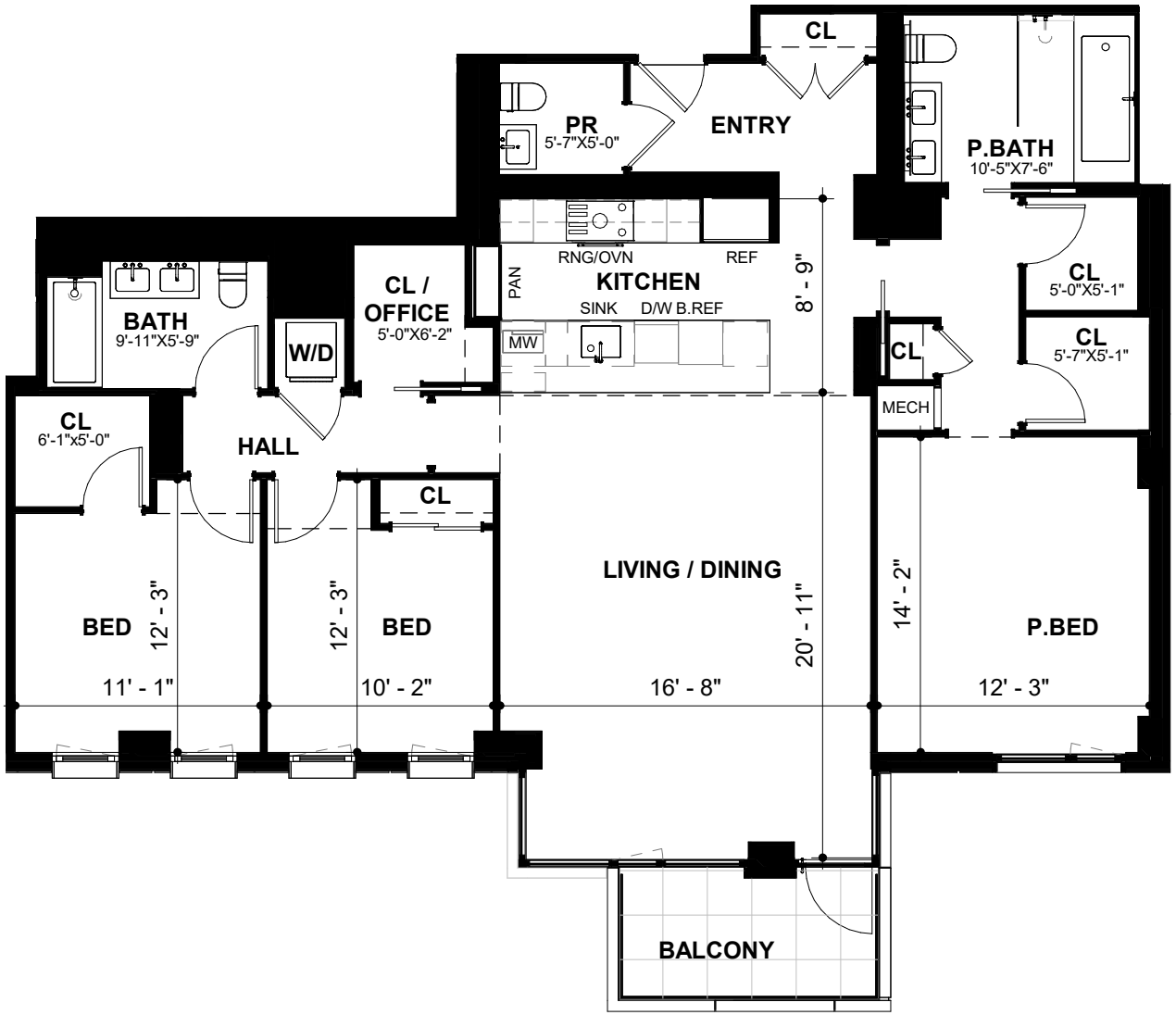
Unit

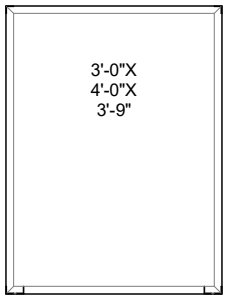
UNIT 5A

UNIT INTERIOR (GSF)	
	1481

UNIT EXTERIOR (GSF)	
	92

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 20

UNIT 5B FLOOR 05

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

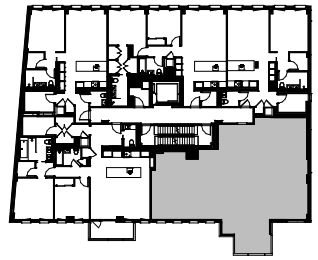
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 5B

UNIT INTERIOR (GSF)	
	1653

UNIT EXTERIOR (GSF)	
	77

UNIT CELLAR STORAGE (CUF)	
CELLAR	45

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

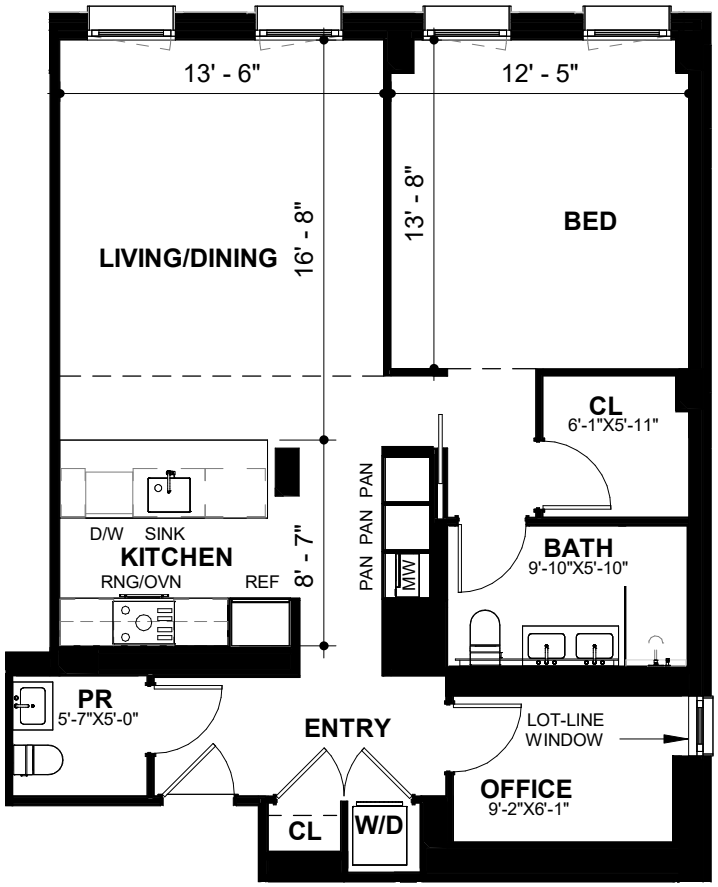
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

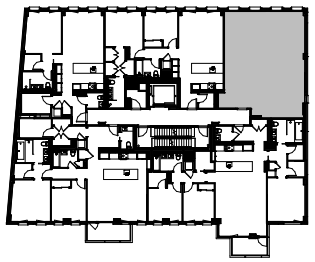
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

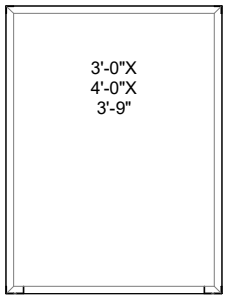


Unit

UNIT 5C

UNIT INTERIOR (GSF)	
	975

UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 21

UNIT 5C FLOOR 05

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

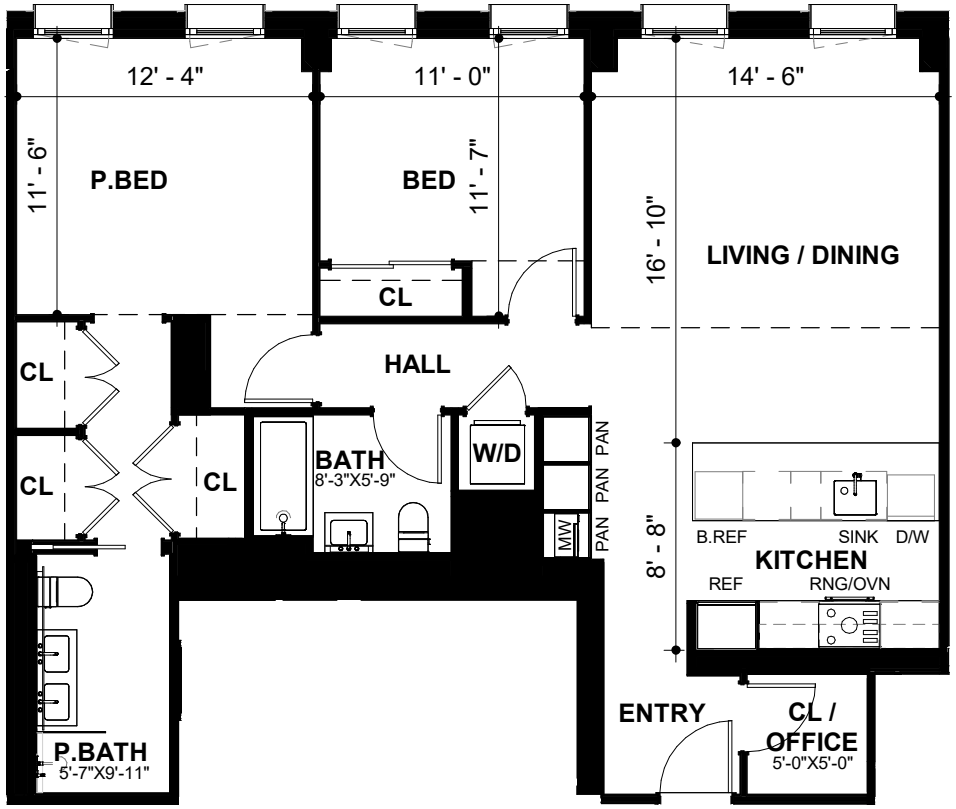
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

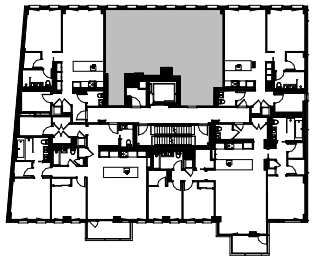
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

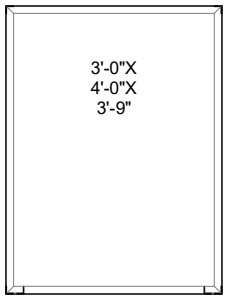


Unit

UNIT 5D

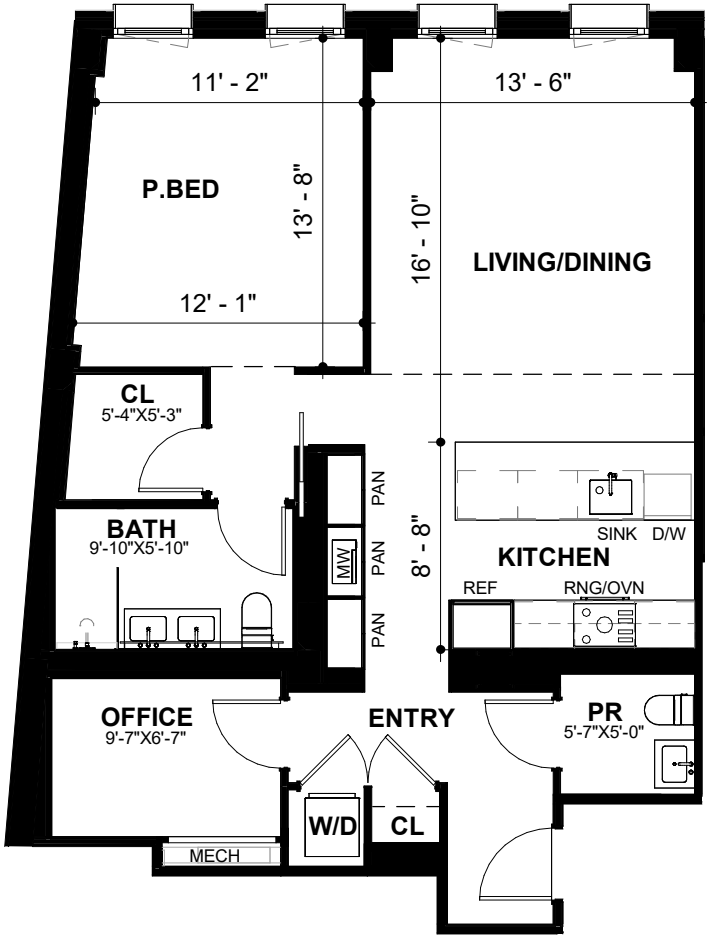
UNIT INTERIOR (GSF)	
	1124

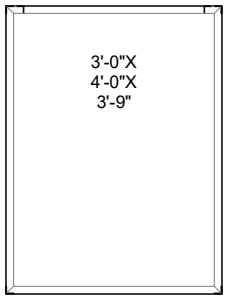
UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 22

UNIT 5D FLOOR 05





CELLAR STORAGE LOCKER 23

UNIT 5E FLOOR 05

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

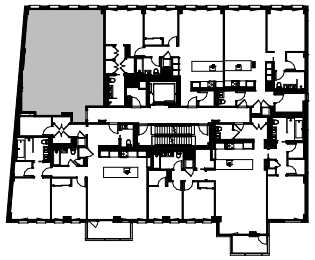
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

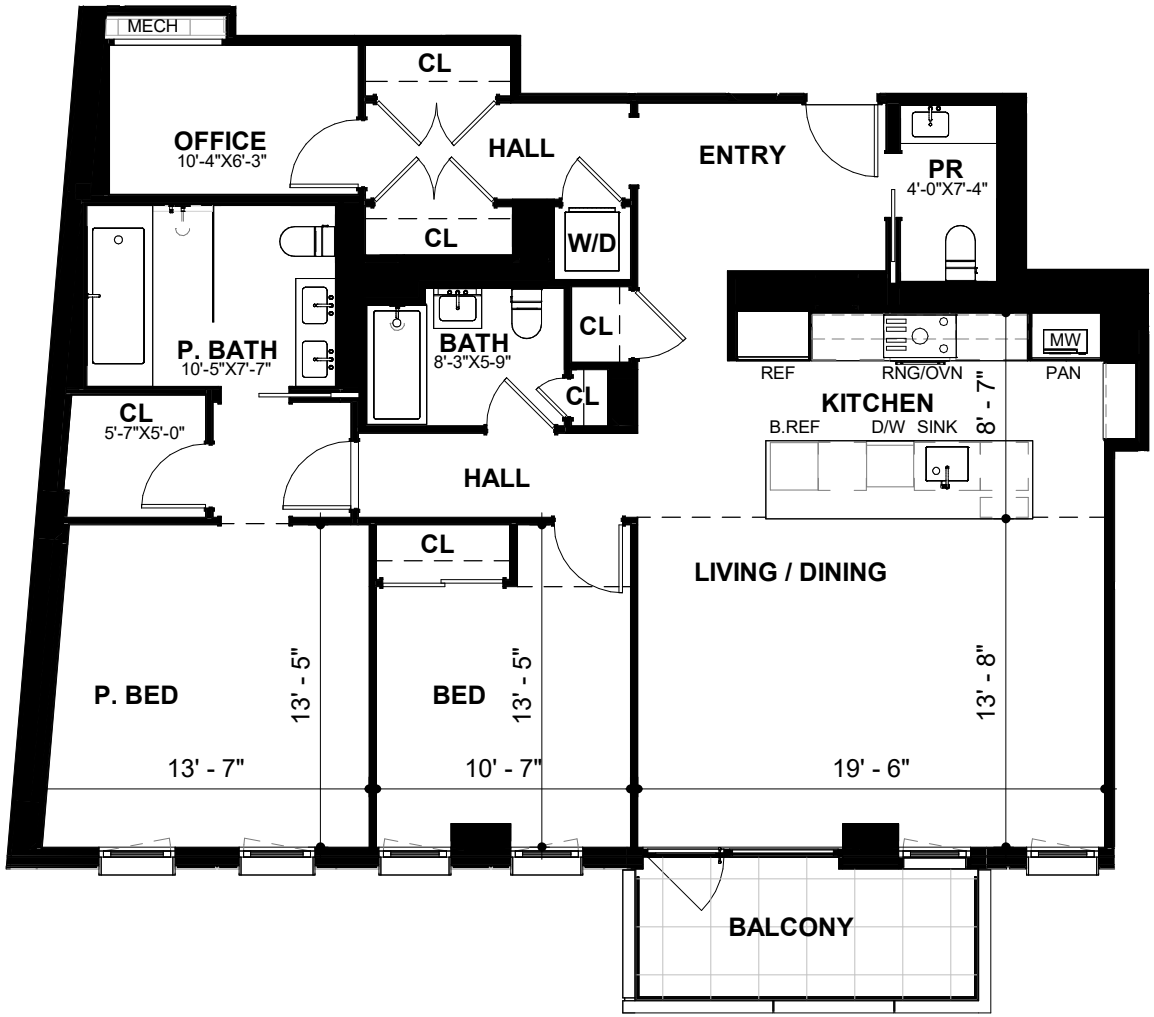


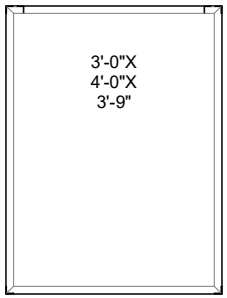
Unit

UNIT 5E

UNIT INTERIOR (GSF)	
	982

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 24

UNIT 6A FLOOR 06

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

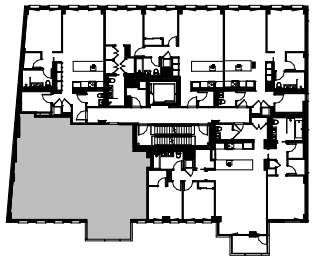
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



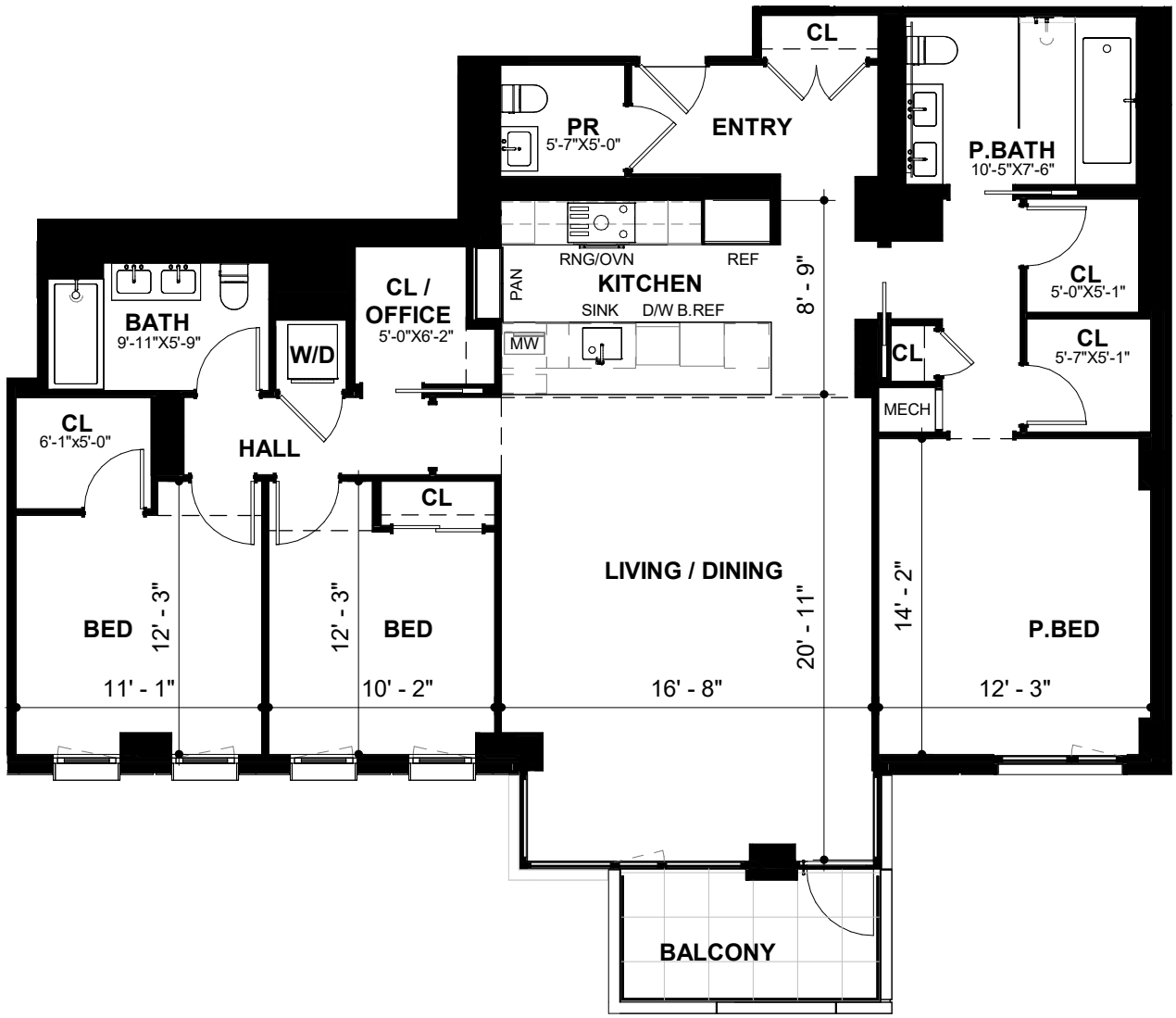
Unit

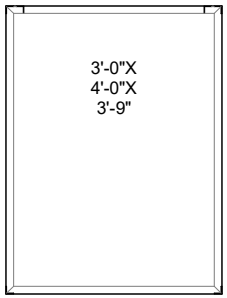
UNIT 6A

UNIT INTERIOR (GSF)	
	1481

UNIT EXTERIOR (GSF)	
	92

UNIT CELLAR STORAGE (CUF)	
CELLAR	45





CELLAR STORAGE LOCKER 25

UNIT 6B FLOOR 06

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

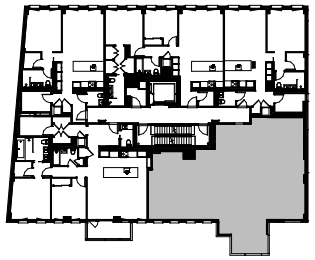
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT 6B

UNIT INTERIOR (GSF)	
	1653

UNIT EXTERIOR (GSF)	
	77

UNIT CELLAR STORAGE (CUF)	
CELLAR	45

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

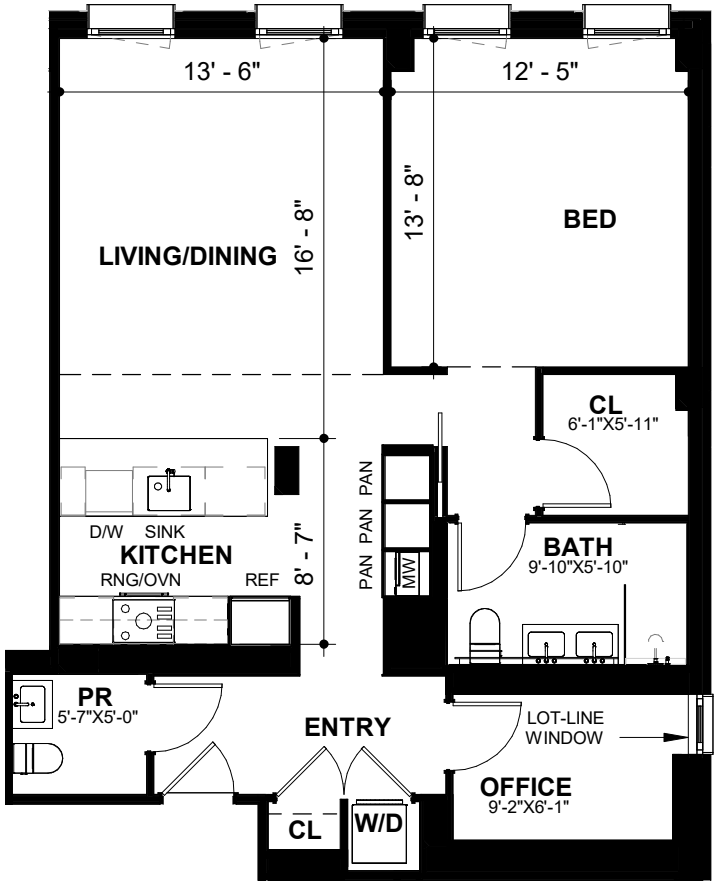
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

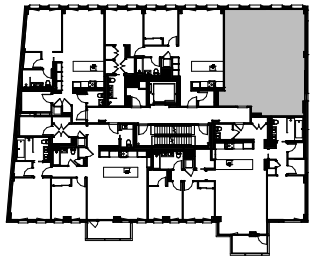
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

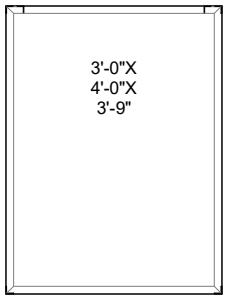


Unit

UNIT 6C

UNIT INTERIOR (GSF)	
	975

UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 26



UNIT 6C FLOOR 06

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

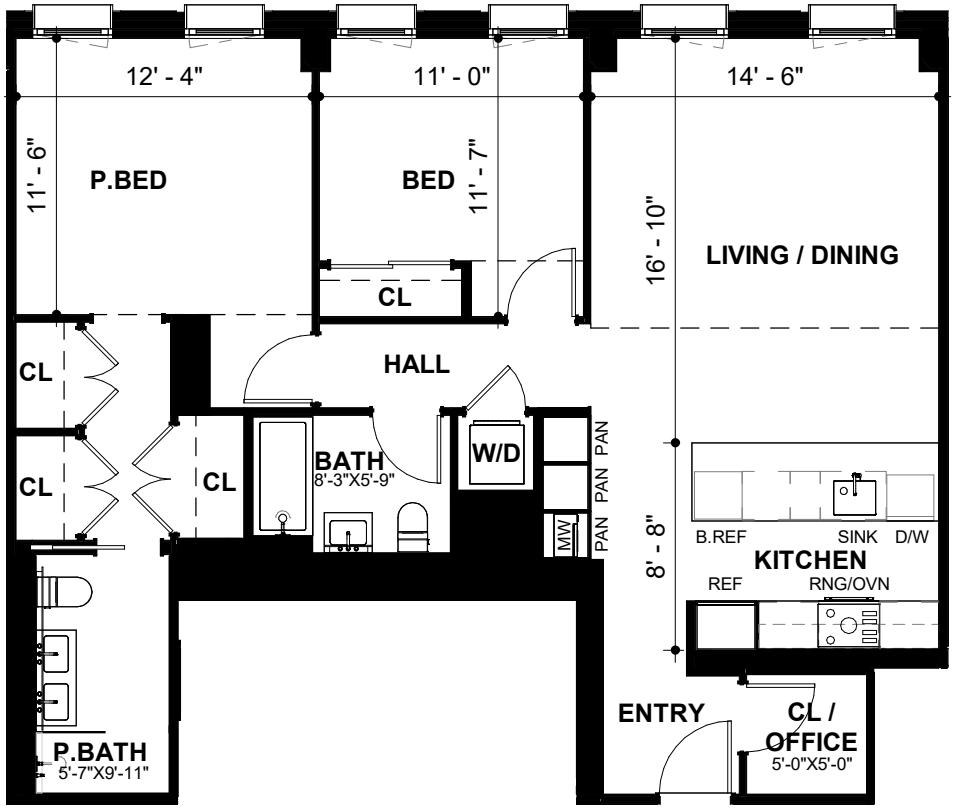
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

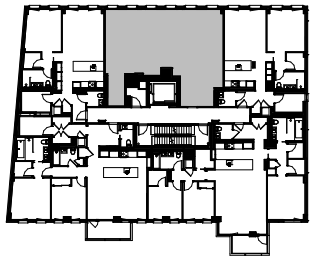
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

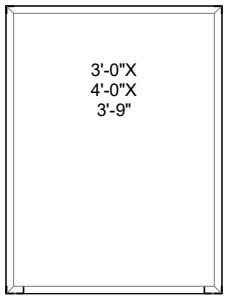


Unit

UNIT 6D

UNIT INTERIOR (GSF)	
	1124

UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 27

UNIT 6D FLOOR 06

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

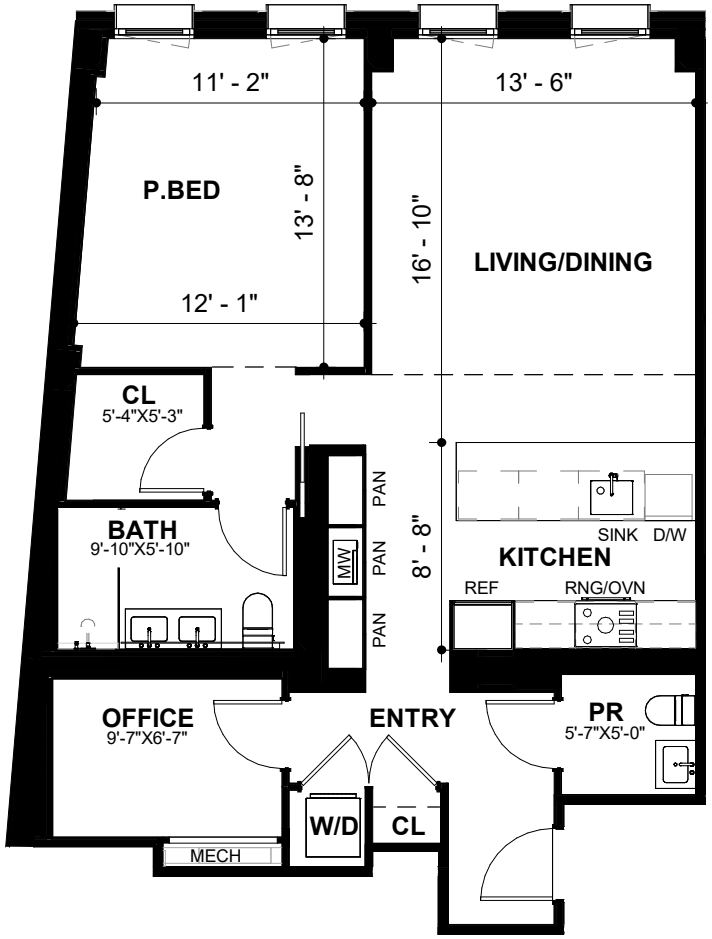
08/06/25

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

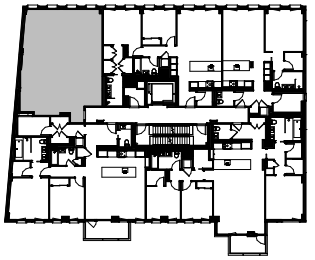
Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink



Key Plan

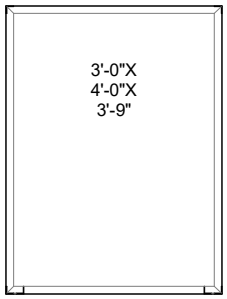


Unit

UNIT 6E

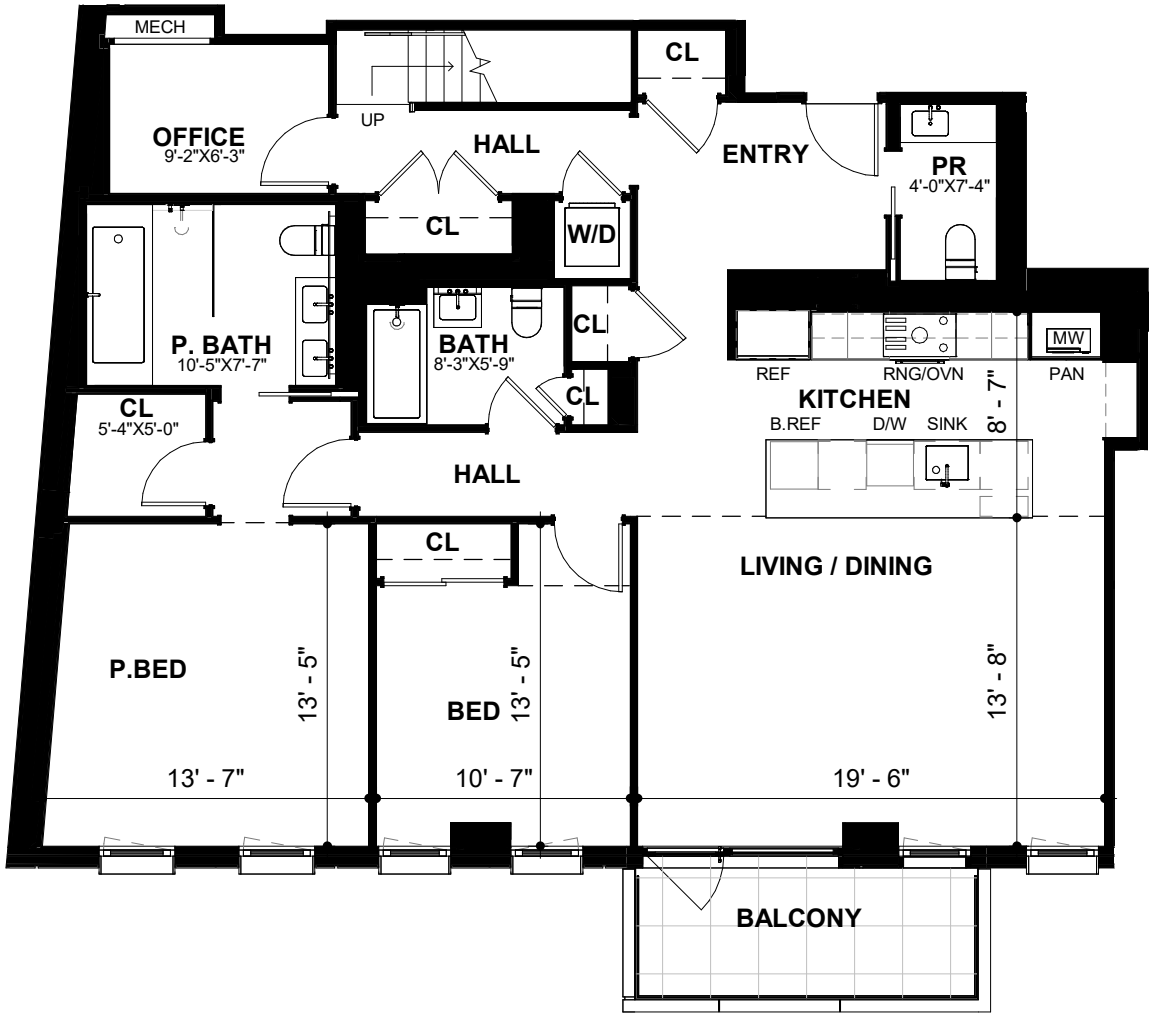
UNIT INTERIOR (GSF)	
	982

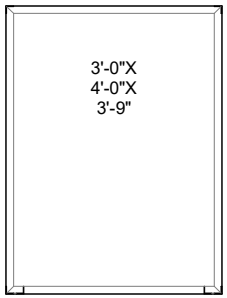
UNIT CELLAR STORAGE (CUF)	
CELLAR	45



CELLAR STORAGE LOCKER 28

UNIT 6E FLOOR 06





CELLAR STORAGE LOCKER 29

UNIT PH-A FLOOR 07

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

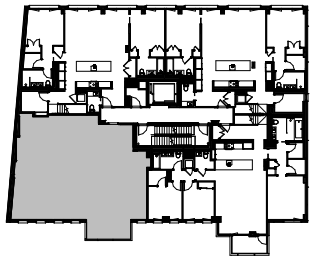
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-A

UNIT INTERIOR (GSF)

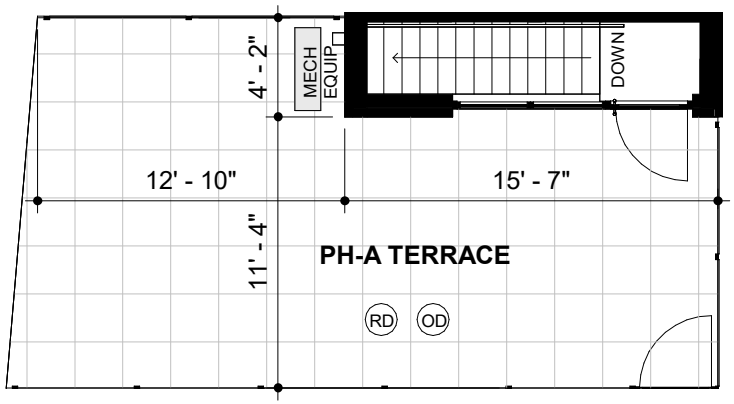
7TH FLOOR	1508
ROOF	64
TOTAL	1572

UNIT EXTERIOR (GSF)

7TH FLOOR	92
ROOF	398
TOTAL	490

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT PH-A ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

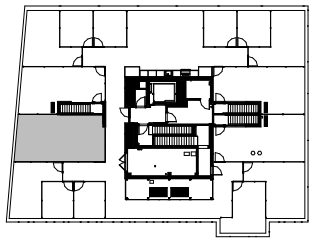
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-A

UNIT INTERIOR (GSF)

7TH FLOOR	1508
ROOF	64
TOTAL	1572

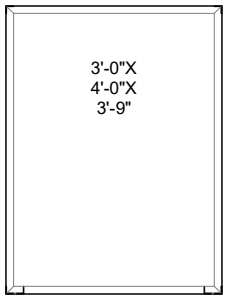
UNIT EXTERIOR (GSF)

7TH FLOOR	92
ROOF	398
TOTAL	490

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 30

UNIT PH-B FLOOR 07

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

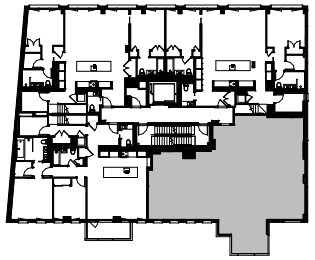
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-B

UNIT INTERIOR (GSF)

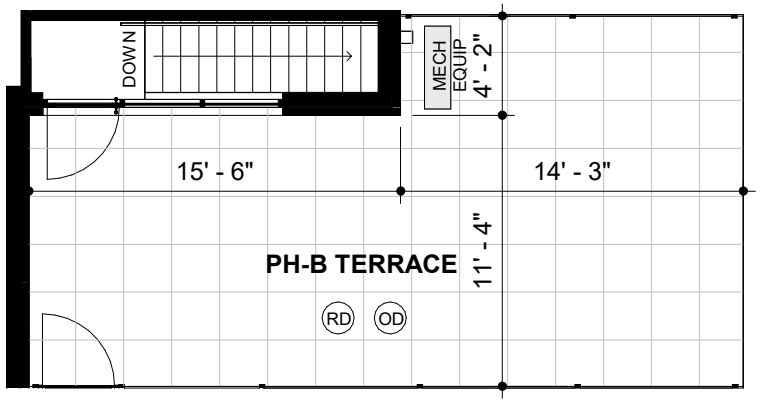
7TH FLOOR	1672
ROOF	65
TOTAL	1737

UNIT EXTERIOR (GSF)

7TH FLOOR	77
ROOF	417
TOTAL	494

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT PH-B ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

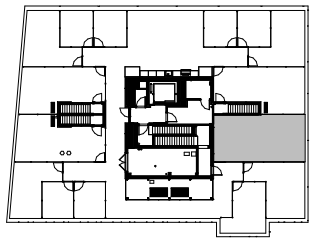
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-B

UNIT INTERIOR (GSF)

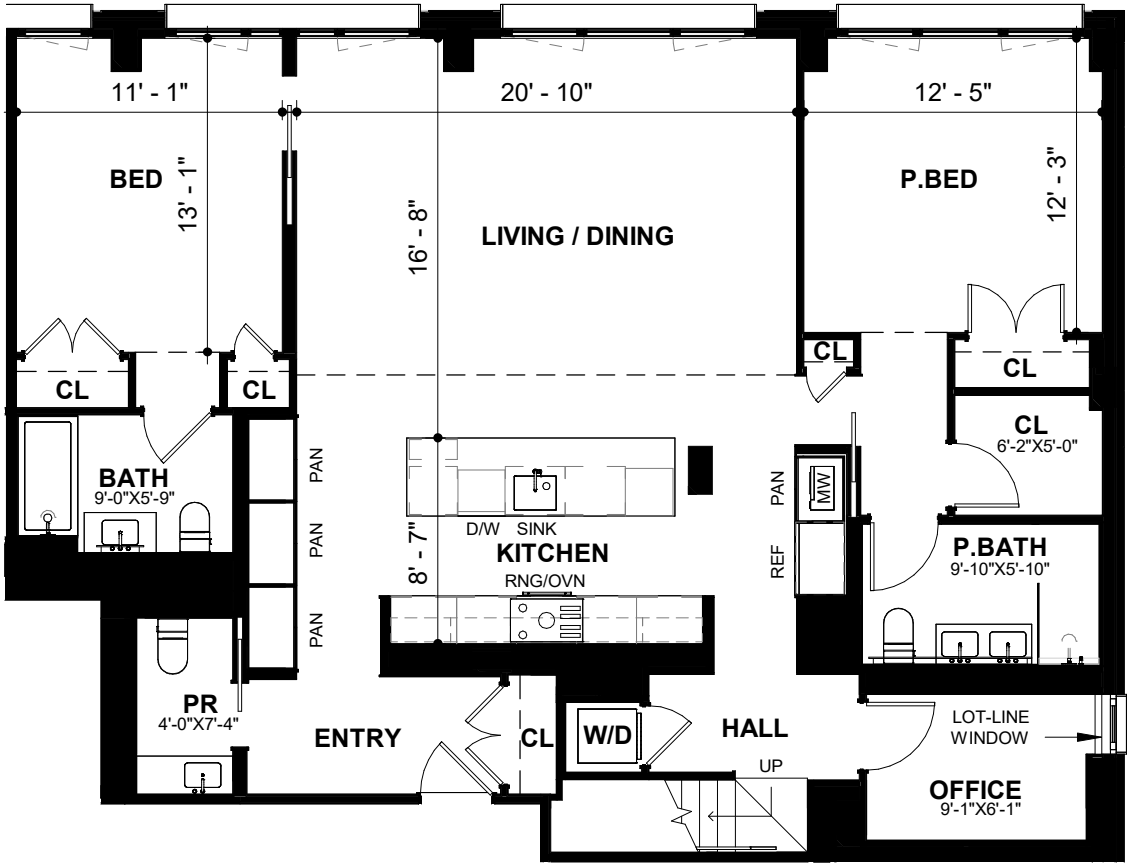
7TH FLOOR	1672
ROOF	65
TOTAL	1737

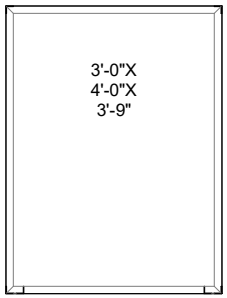
UNIT EXTERIOR (GSF)

7TH FLOOR	77
ROOF	417
TOTAL	494

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 31

UNIT PH-C FLOOR 07

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

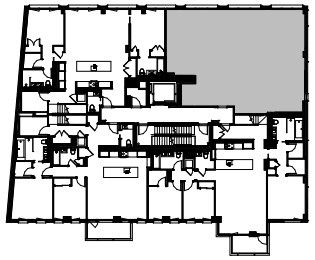
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-C

UNIT INTERIOR (GSF)

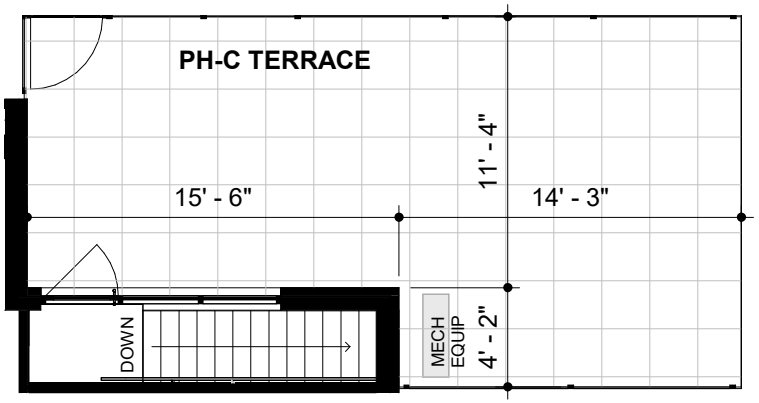
7TH FLOOR	1566
ROOF	65
TOTAL	1631

UNIT EXTERIOR (GSF)

ROOF	417
TOTAL	417

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT PH-C ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

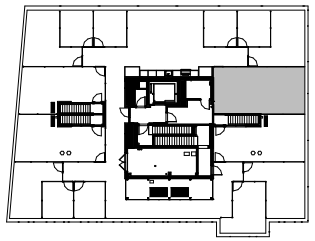
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-C

UNIT INTERIOR (GSF)

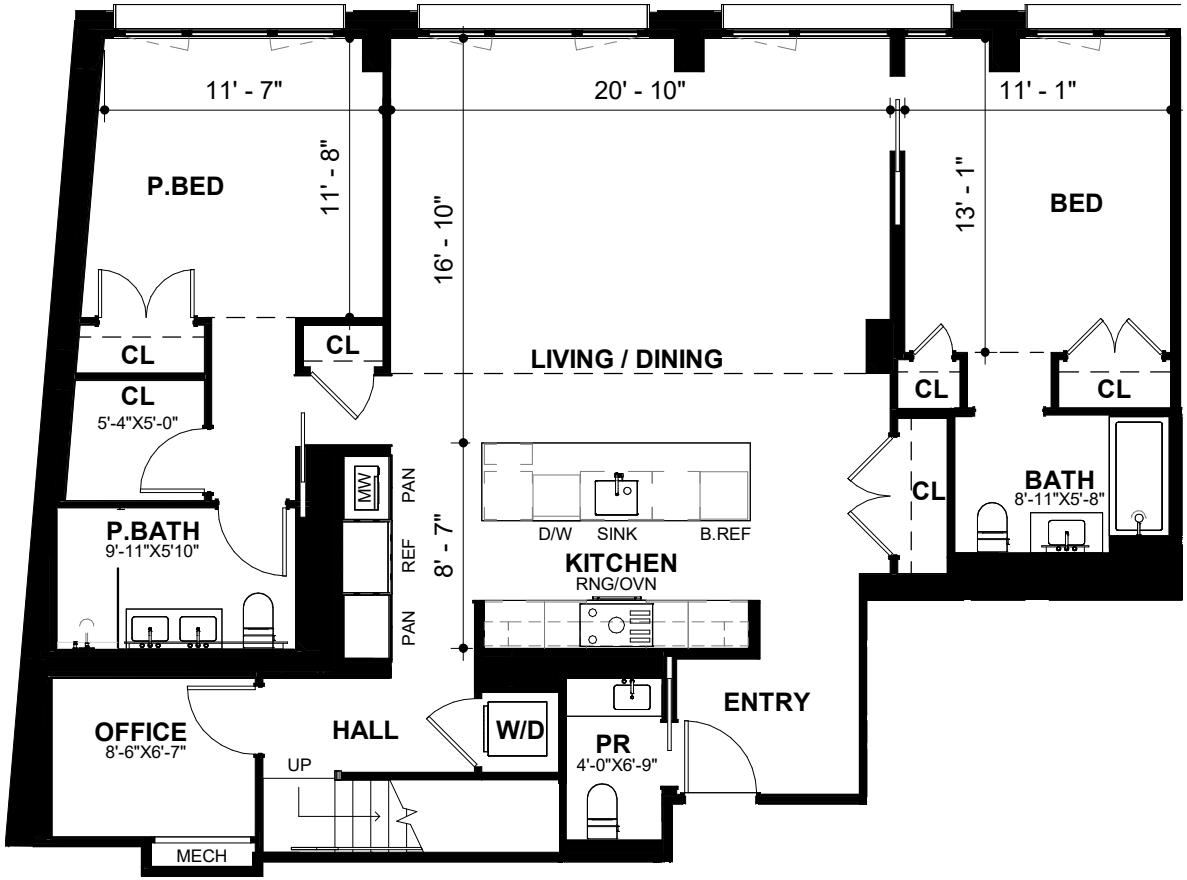
7TH FLOOR	1566
ROOF	65
TOTAL	1631

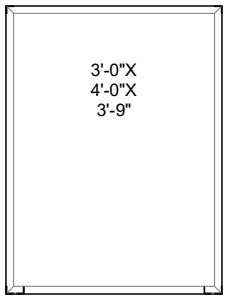
UNIT EXTERIOR (GSF)

ROOF	417
TOTAL	417

UNIT CELLAR STORAGE (CUF)

CELLAR	45





CELLAR STORAGE LOCKER 32

UNIT PH-D FLOOR 07

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

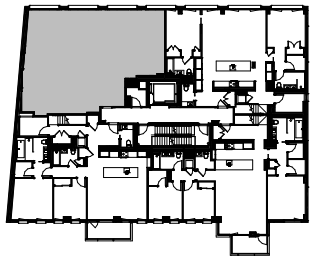
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-D

UNIT INTERIOR (GSF)

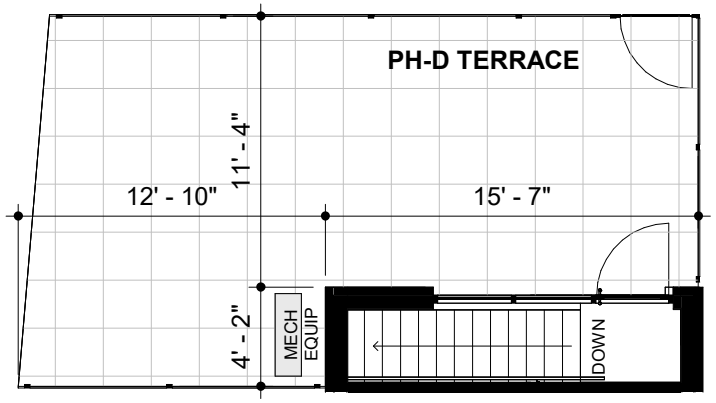
7TH FLOOR	1511
ROOF	64
TOTAL	1575

UNIT EXTERIOR (GSF)

ROOF	378
TOTAL	378

UNIT CELLAR STORAGE (CUF)

CELLAR	45



UNIT PH-D ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

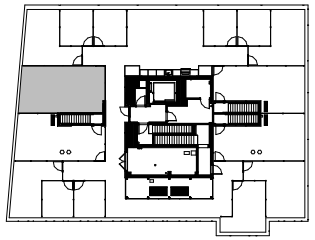
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

UNIT PH-D

UNIT INTERIOR (GSF)

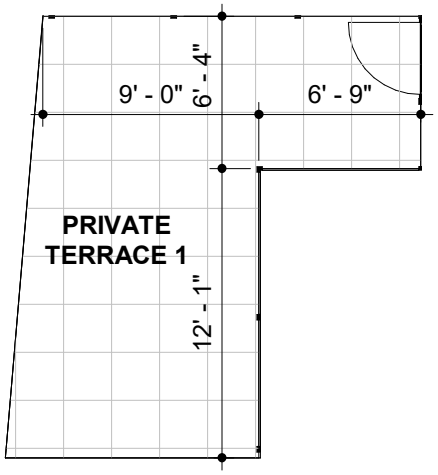
7TH FLOOR	1511
ROOF	64
TOTAL	1575

UNIT EXTERIOR (GSF)

ROOF	378
TOTAL	378

UNIT CELLAR STORAGE (CUF)

CELLAR	45



TERRACE 1 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

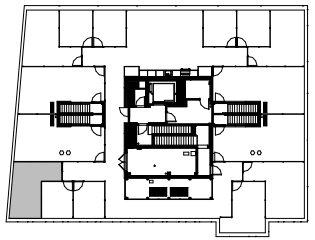
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

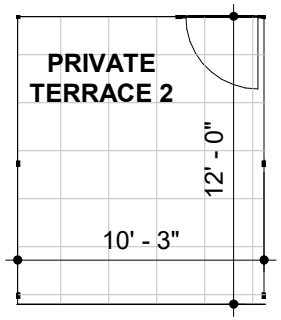


Unit

TERRACE 1

UNIT EXTERIOR (GSF)

253



TERRACE 2 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

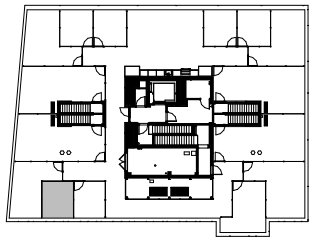
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

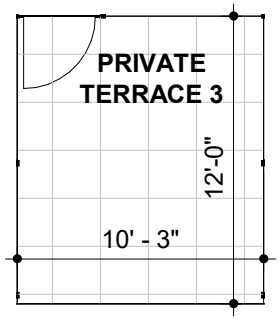


Unit

TERRACE 2

UNIT EXTERIOR (GSF)

136



TERRACE 3 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

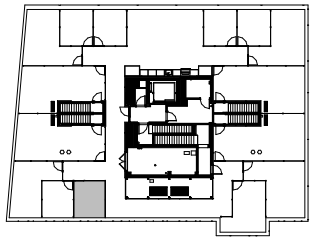
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

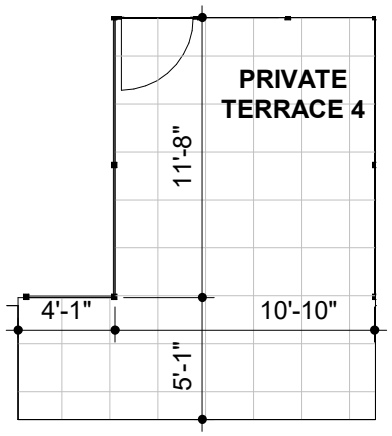


Unit

TERRACE 3

UNIT EXTERIOR (GSF)

136



TERRACE 4 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

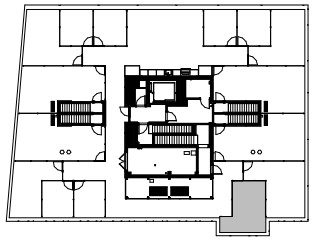
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

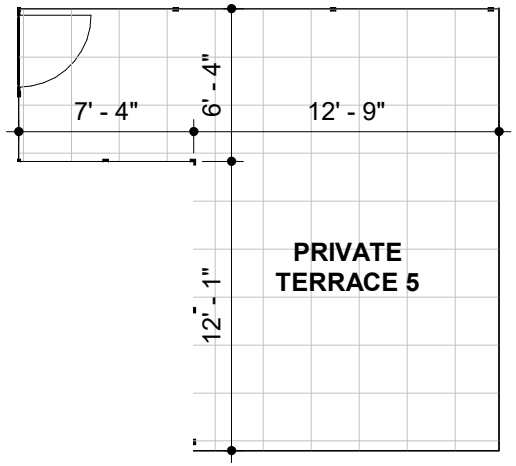


Unit

TERRACE 4

UNIT EXTERIOR (GSF)

235



TERRACE 5 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

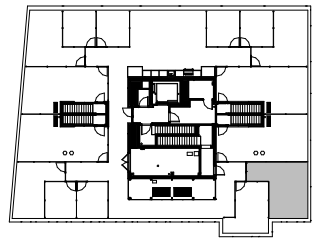
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

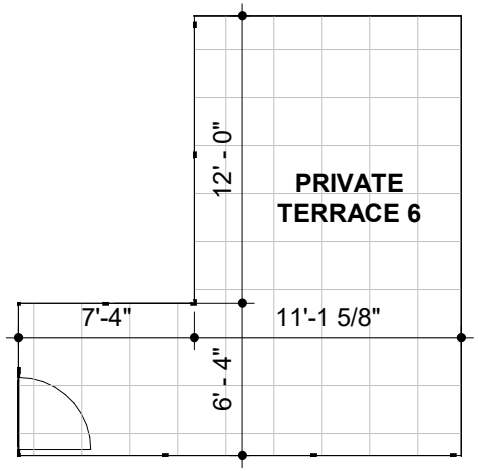
Key Plan



Unit

TERRACE 5

UNIT EXTERIOR (GSF)
315



TERRACE 6 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

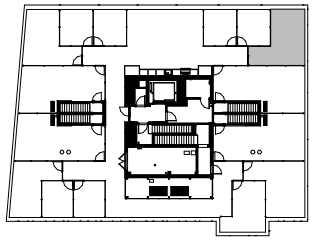
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

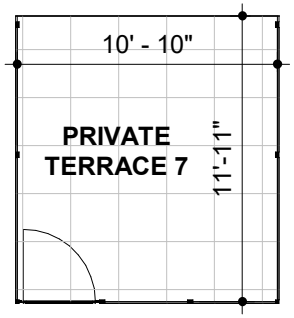


Unit

TERRACE 6

UNIT EXTERIOR (GSF)

288



TERRACE 7 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

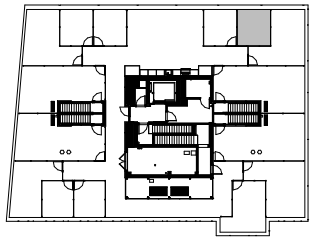
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

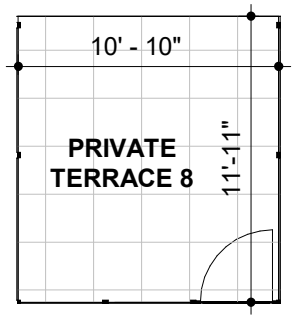


Unit

TERRACE 7

UNIT EXTERIOR (GSF)

146



TERRACE 8 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

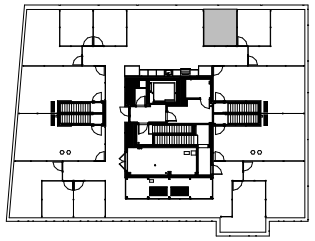
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

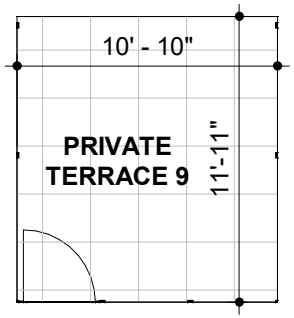


Unit

TERRACE 8

UNIT EXTERIOR (GSF)

146



TERRACE 9 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

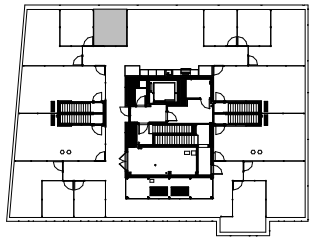
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

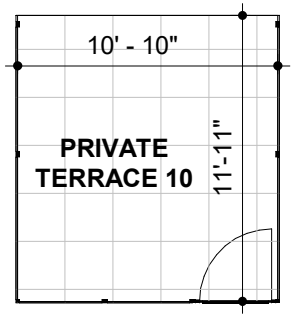


Unit

TERRACE 9

UNIT EXTERIOR (GSF)

146



TERRACE 10 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

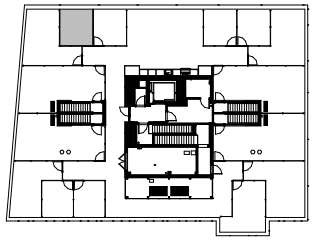
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan

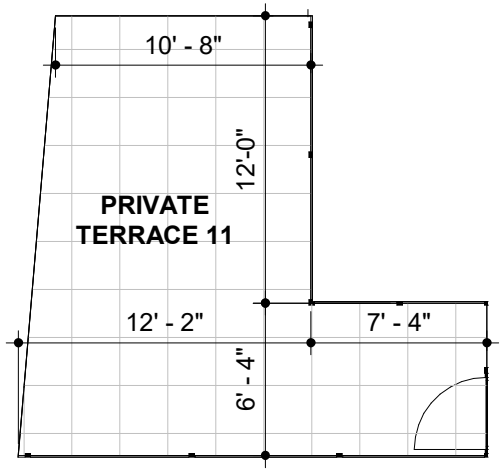


Unit

TERRACE 10

UNIT EXTERIOR (GSF)

146



TERRACE 11 ROOF

LINDEN LANE

349 West 51st Street
aka 354 West 52nd Street
New York, NY 10019

Date

08/06/25

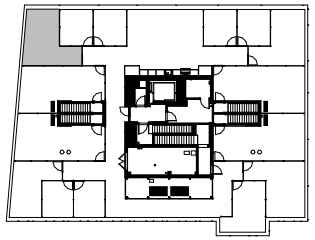
All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are measured from finish surface to finish surface

Dimensions may contain minor variations between floors

Abbreviations

D/W = Dishwasher
OVN = Oven
MW = Microwave
PAN = Pantry
REF = Refrigerator
B.REF = Beverage Refrigerator
W.REF = Wine Refrigerator
RNG = Range
B.SINK = Bar Sink

Key Plan



Unit

TERRACE 11

UNIT EXTERIOR (GSF)

289

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 349 West 51st Street, New York County, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: LINDEN LANE
Located at 349 West 51st Street
New York, New York 10019

SPONSOR:

Cadence 51/52 Development LLC
c/o Cadence Property Group LLC
65 West 13th Street, 4th Floor
New York, New York 10011

DATE OF DECLARATION: _____, 20__.

The land affected by the within instrument lies in Block 1042 Formerly Tax Lot 54 and to be Known as Tax Lots ____ to ____ on the Tax Map of the Borough of New York, County of New York, City and State of New York.

Record and Return:

D'AGOSTINO, LEDERMAN, LANDESMAN, RIVERA & MIRAGLIA, LLP
Attorneys for Sponsor
9 East 40th Street, 5th Floor
New York, New York 10016
Attn: Jonharold A. Cicero, Esq.
(212) 564-9800

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as Linden Lane located at 349 West 51st Street, New York, New York, New York County, City and State of New York, Pursuant to Article 9-B of Real Property Law of the State of New York.

Cadence 51/52 Development LLC, a Delaware limited liability company authorized to conduct business in New York, with an office at c/o Cadence Property Group LLC, 65 West 13th Street, 4th Floor, New York, New York 10011, hereinafter referred to as "the Sponsor" and/or "Declarant" does hereby declare:

1. **Submission of Property**: Sponsor hereby submits the land hereinafter described, together with the building and improvements thereon erected (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land or Building, which rights are being reserved by Sponsor for itself, its designee, and/or their successors and assigns in accordance with this Declaration.

2. **Area and Location of Land**. The land ("Land") has an area of approximately 11,732 square feet and consists of all that certain tracts, plots, pieces and parcels of land situate, lying and being in the County of New York and City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple.

3. **Name of Condominium**. The Condominium shall be known as Linden Lane.

4. **Description of the Building.** The Sponsor intends to construct a seven (7) story, plus a cellar level and a roof/bulkhead level building. The new building will be located on West 51st Street between 8th Avenue and 9th Avenue and will have its principal entrance on West 51st Street. Hereinafter the newly constructed seven (7) story building shall be referred to as the "Building." The Building is not in a landmarked district.

   The newly constructed Building shall be comprised of thirty-two (32) residential units (the "Residential Units"), eleven (11) Roof Deck Units, plus other common elements of the Building as defined herein (the "Common Elements"). Hereinafter any or all of the Residential Units are individually or collectively referred to as the "Unit" or "Units." The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Of the thirty-two (32) Residential Units, thirteen (13) will have one (1) bedroom, or sleeping lofts, twelve (12) will have two (2) bedrooms, and seven (7) will have three (3) bedrooms.

   The cellar level of the Building will contain the lower level of three (3) triplex units known as Unit 1A, Unit 1B and Unit 1C (the "Townhouse Units"). Each Townhouse Unit will be connected to their upper levels by interior stairs, for the exclusive use of their respective Unit Owners. The cellar level of the Building will also contain Common Elements

including tenant storage areas, which contain a total of thirty-two (32) individual storage spaces which will be a part of individual Residential Units, a bicycle storage room, gym, yoga studio, coworking space and remote conferencing space, electrical meter room, gas meter room, water meter room, fire pump room, detention tank, package room, refuse room, any trash compactor machinery, telecom room, a half bathroom, one (1) elevator at the core of the Building, elevator pit, common corridors, two (2) staircases at the core of the Building that run from the cellar level to the main roof of the Building. The first floor of the Building will contain the second level of the three (3) Townhouse Units, as well as the lower level of five (5) duplex Units, and Common Elements including the Building's entry, the lobby, vestibule, common corridors, reception desk, an entryway courtyard corridor with an entrance on West 51st Street, an elevator lobby, mailboxes, one (1) elevator, two (2) staircases at the core of the Building and a refuse room with trash chute. The second floor of the Building will contain the upper level of each of the three (3) Townhouse Units and the upper level of each of the five (5) duplex Units and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The third floor through sixth floor of the Building will each contain five (5) Residential Units and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The seventh floor of the Building will contain the lower level of four (4) Residential Units known as Unit PHA, Unit PHB, Unit PHC and Unit PHD (the "Penthouse Units") and Common Elements, including one (1) elevator, two (2) staircases, common corridors and a refuse room with trash chute. The roof level of the Building will consist of the upper level of the four (4) Penthouse Units, eleven (11) Roof Deck Units Common Elements including a common recreational roof terrace, outdoor kitchen, a utility room, elevator control room, telecom room, an elevator lobby, common corridors, one (1) elevator and two (2) staircases. The bulkhead level of the Building will consist of the elevator machine room, a mechanical deck and the bulkhead of the common staircases and roof structure, as well as the bulkhead of the interior staircases for the Penthouse Units. Some of the Units will have at least one (1) private balcony and/or yard and/or terrace area and/or storage space either directly accessed from or adjacent to such Unit, or accessed through the General Common Elements of the Building. Each Penthouse Unit will be connected to their respective private terraces at the main roof of the Building by interior stairs, for the exclusive use of their respective Unit Owners. Such balcony and/or yard and/or terrace areas and/or storage spaces shall be a Limited Common Element for the exclusive use of that Unit Owner. The tenant storage areas located at the cellar level which contain a total of thirty-two (32) individual storage spaces which will be part of certain Units, as set forth on Schedule A.

There will be one (1) passenger elevator at the central core of the Building, which will run from the cellar level to the roof level. There will be two (2) sets of stairs that will run from the cellar level to the roof level of the Building, providing egress to the Building's lobby. The elevators, elevator shafts and pits, and all common corridors and stairs throughout the Building will be Common Elements.

Other than the common recreational roof terrace area and outdoor kitchen at the roof level, the entryway courtyard corridor at the first floor and the bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and storage area at the cellar level there are no other common recreational areas or facilities at the Property. Any other roofs or areaways of the Building are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one of the Unit Owners. Additionally, the Building does not have balconies, yards or terrace areas other than the private balconies, yards or terrace areas, and the common recreational roof terrace area, described above.

There is no public or common laundry room at the Building. The Residential Units will each be provided with a laundry closet with individual hook-ups and will include one (1) electric washer and one (1) electric dryer.

The building superstructure for the residential building consists of 8" and 10" concrete slabs. Lateral forces are resisted by structural concrete shear walls at the elevator and stair core as well as along the east and west lot line walls. Reinforced concrete columns convey gravity loads down to the building foundations.

The building is founded on rock. The foundations are reinforced concrete, which is comprised of spread footings under columns, continuous footings under foundation walls, and a mat foundation under the elevator, stair core and shear walls. The cellar slab is a pressure slab designed to resist hydrostatic uplift. Rock anchors were installed to provide additional uplift anchorage for overturning due to lateral forces on the overall building. The foundation slab waterproofing consists of a continuous waterproofing membrane on a mud slab. The vertical portions of the foundation have a continuous waterproofing membrane, ½" drainage mat, and 2" XPS rigid insulation.

The exterior windows will be 1" double glazed windows. All exterior windows will be caulked. The windows will be thermally broken aluminum windows. Fixed and operable casement windows will be painted aluminum frames and be thermally broken. Windows will be installed with in-swing casement-type operable windows with and will be installed with window guards.

There are lot-line windows in certain Units along the eastern façade of the Building (collectively, the "Lot-Line Windows"). Specifically, the Lot-Line Windows are located as follows:

Unit	Location
3C	Office
4C	Office
5C	Office
6C	Office
PH-C	Office

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. In the aforementioned Units containing one or more Lot-Line Windows, the legal light and air which is required for residential occupancy is being provided by the windows on the north, east and/or west façades. Lot-line windows (3' or less from the lot line) shall not be credited towards meeting the mandatory light and ventilation requirements, unless they meet the exception. All windows at the Building are fully compliant with all applicable building codes and regulations.

Pursuant to the By-Laws of the Condominium, located in Part II of the Offering Plan, in the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction is estimated to be $4,500 per window and shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Line windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

There are two types of roofing assemblies – an IRMA roofing assembly occurs over the main roof level; a conventional roofing assembly occurs at all bulkhead roofs. The IRMA roofing membrane will be installed directly on the roof deck substrate, which will be positively sloped to pitch to drains. Drainage board will rest directly on the membrane and be covered by 6" thick minimum loose laid extruded polystyrene insulation. The insulation will be covered with filter fabric. Pavers mounted on adjustable pedestals will top the assembly to provide an accessible surface for residences. A roofing vapor barrier membrane will be installed directly on the roof deck substrate of the bulkheads. Tapered 6" thick minimum polyisocyanurate insulation will then be fastened or adhered over the roof deck and vapor barrier. A high density coverboard is then fastened or adhered over the insulation followed by the roofing membrane. Walkway pads will be provided along paths expected to receive heavy traffic for the maintenance of bulkhead rooftop mechanical equipment.

The outdoor terraces for the residential units on the Cellar, Ground and roof will have a 24" x24" concrete paver and pedestal system.

The building envelope consists of several systems: reinforced cast-in-place concrete, heave gauge metal framed walls, and Concrete masonry walls. Finish materials include modular, Norman size, masonry brick, painted metal composite, and exterior insulation finish system. Inward face of parapet walls will be finished with Stucco from the counter flashing at the roofing membrane to the underside of the coping.

Domestic water will be supplied through one (1) domestic water service pipe connecting the New York City water main to the Building. Water and sewerage services are provided for by the City of New York, and the cost of consumption thereof in all of the Units and in the Common Elements shall be commonly metered as a Common Expense of all of the Unit Owners. A new 3" domestic water service and a new 4" fire water service will be provided to service the building. The domestic water service for the residential area will be metered and provided with an approved backflow prevention device. The water meter and backflow preventer are located in the cellar and installed in accordance with the New York City Department of Environmental Protection requirements. All water lines shall be insulated in accordance with NYC Energy code requirements. Insulation will range between 1" and 1-½" and will be made of fiberglass. Hot water for the residential portion of the building shall be recirculated via a Taco pump, model 0011 at 15GPM with 18ft of head, or equivalent. The pump will have a minimum 1-year manufacturer's warranty and is covered by a 1-year guarantee for all materials and labor. The water supply pressure will be boosted with a duplex domestic booster system consisting of duplex pumps each rated for 80 gpm at 150 PSI, 5 HP, with a 79 gallon cushion tank, Wilo Model CO-Helix – NSF 61/372, or equivalent. The pumps shall come with a 1-year manufacturer's warranty and will be covered by a 1-year guarantee for all materials and labor. There will be one (1) or more water meters at the Building. The building shall utilize a combined 8" sanitary and storm sewer connected to the New York City Department of Environmental Protection Street main on West 52nd Street. Storm drainage is diverted to a storm detention tank located at the cellar level and gravity drained at Department of Environmental Protection acceptable flow rate to the combined sewer as required by the New York City Department of Environmental Protection.

Electrical service to the building is provided by Con Edison, with Residential Unit distribution being individually sub-metered by a residential sub-meter assembly and technology provided and managed by Quad Logic. All public lighting and power in the common elements will be metered by a house meter.

Unit air conditioning units are adequately sized to maintain code required comfort conditions and comply with the New York State Energy Code. The system is a variable refrigerant air-cooled split system consisting of roof mounted condensing units and corresponding indoor air handling units. Conditioned air is distributed via ductwork to the rooms in the apartment. Air is returned to the unit via combination of return ductwork and ceiling plenum. The units are specified to be high efficiency with minimum SEER =17.2 and non-ozone depleting refrigerant R410A or equal.

The heating system's design is adequate to maintain comfortable conditions and complies with New York State Energy Code. All ductwork, interior and exterior, shall be insulated as per NYC energy code requirements. Where insulation is required, indoor ductwork should have a minimum R-6 insulation rating, exterior insulation will have a minimum R-8 insulation value. Insulation materials will be comprised of fiberglass with a thickness ranging between 1-1/2 and 2 inches.

All maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the seven (7) individual condensing units respectively dedicated to Units 1A, 1B, 1C, 7A, 7B, 7C and 7D shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining Units shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit	Residential Units Served	Location
ACCU-A	1F, 3D, 4D, 5D, 6D	Bulkhead
ACCU-B-1	1E, 1D, 3C, 4C, 5C, 6C	Bulkhead
ACCU-B-2	1H, 1G, 3E, 4E, 5E, 6E	Bulkhead
ACCU-B-3	3B, 4B, 5B, 6B	Roof
ACCU-B-4	3A, 4A, 5A, 6A	Roof

The Building will have no gas service.

The Building is being constructed in accordance with all applicable zoning and buildings laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

Construction of the Building is projected to be substantially completed by the end of December 2025. Pursuant to the New York City Building Code, the Class of Construction

for the Building is Class I-B Non-Combustible. A certificate of occupancy will be obtained by the Sponsor upon final completion of the project.

5. **The Units**. Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: unit designation; tax lot number; percentage interest in the Common Elements; approximate square footage area of the Unit and its exclusive Limited Common Elements, if any; location; number of bedrooms and bathrooms; and the portion of the Common Elements to which the Unit has immediate access. The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the Floor Plans of the Building (the "Floor Plans"), certified by Architecture Outfit, and intended to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Unit consists of the area of the Unit measured horizontally from the Unit side of the glass or the inside face of the exterior walls of the Building (columns, mechanical pipes, shafts, shaftways, chases, chaseways, or conduits, whether located within the Unit or along the perimeter of the Unit, are not deducted for square footage calculations) to the centerline of the interior walls and partitions separating the Unit from another Unit, common corridors, common stairways, common elevators and elevator shafts, mechanical equipment spaces or other Common Elements; or to the Unit side of the glass or the line of the outside face of the drywall attached to the opposite exterior walls of the Building. Vertically, each Unit consists of the space at each floor of the Building between the upper face of the slab below (located under the finished flooring and sub-floor materials) and the upper face of the drywall ceiling above or where there is no drywall ceiling, the under face of the floor slab above. Doors and windows which open from or form a border of a Unit shall be deemed part of the Unit.

Any access stair located within a Unit which is for the exclusive use of the Unit Owner thereof shall be deemed a part of such Unit. Further, any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

Exterior private balcony, yard or terrace areas are measured from the exterior face of the Unit wall to the exterior face of the walls, railings, or fencing delineating such areas, as may be applicable.

The approximate cubic square footage of each storage space that is part of a Residential Unit horizontally and vertically consists of the area between the interior components enclosing such areas and accounts for the approximate cubic square footage within such storage space.

As shown, the Floor Plans intend to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Roof Deck Unit horizontally consists of the area between the exterior face of the parapets or railing enclosing such areas to the centerline of the fencing separating a Roof Deck from other Roof Decks or the Common Elements located at the main roof terrace of the Building. Vertically, each Roof Deck Unit consists of the space between the exposed face of the floor and a measured height of ten (10) feet above such exposed floor.

Any Common Elements located within a Unit will not be considered a part of such Unit.

6. **Common Elements**. The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, without limitation, the following:

A. General Common Elements:

(1) The land on which the Building is physically erected, including any rear or side yard areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Except as otherwise provided herein, yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor and/or a Sponsor-designee;

(2) At the cellar and first floor through the seventh floor and roof level: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls (except to the extent included below as Limited Common Elements); those portions of the walls and partitions dividing a Unit from the corridors, the elevator shaft, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Unit, fire staircases, stairs, vestibules, if any, or lobbies not within a Unit (except to the extent included

below as Limited Common Elements); the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit is attached; all cellar areas which are not included within a Unit and which are not specifically designated below as Limited Common Elements;

(3) Roof bulkheads and roof areas which are not for the exclusive use of a particular Unit or Units, the use of which shall be at the sole discretion of the Board of Managers; skylights and/or glass enclosures, if any, other than those directly over Units;

(4) Service corridors, fire corridors, halls, stairs, and stairway areas located at all levels of the Building which are beyond the unexposed face of the dry walls or blockwork, brickwork, masonry or concrete work of the walls enclosing a Unit and are not specifically designated below as a Limited Common Element;

(5) Storage, utility, and mechanical rooms and areas, if any, located at all levels of the Building and which are not part of a Unit or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the drywalls or blockwork, brickwork, masonry or concrete work enclosing a Unit; all areas which are not specifically designated below as a Limited Common Element and not part of a Unit;

(6) The sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon; the service entrances to the Building, if any; the entrances to and exits from the Building, including any handicapped ramp adjacent thereto, together with any canopies, which are not part of a particular Unit or which are not specifically designated as a Limited Common Element;

(7) The mechanical rooms or other utility rooms located at the cellar level and main roof/bulkhead level of the Building, including, but not limited to, storage rooms, any superintendent's office, bathroom, fire pump room, sprinkler room, telecommunication room, the electric meter room, any closets, water meters, electric meters, pumps and other equipment in the cellar, and any and all other cellar or other areas of the Building and Facilities which are not designated as part of a Unit or a Limited Common Element;

(8) The refuse room together with any compactor machinery, if any, and related Facilities located at the cellar level of the Building; the refuse rooms and trash chutes located on all floors of the Building, all of which shall be used in a manner to be determined by the Board of Managers in its sole discretion;

(9) The elevator, elevator machinery, the elevator shaft and pit; the elevator switch room, the elevator bulkhead and elevator machine room, if any, for the elevator, together with all Facilities related thereto, located on any floor or roof of the Building;

(10) The elevator lobbies, together with any compactor chute access room and/or trash room, mechanical rooms or equipment closets, if any, located on all floors of the Building and all Facilities related thereto;

(11) The vestibule and lobby to the Building together with the adjoining mail area and mailboxes for the Units located therein, and any package room or storage room;

(12) The residential storage areas at the cellar level of the Building. Each storage space which is part of a Residential Unit shall be made available for the exclusive use of an individual Unit Owner. The use of any such storage space shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers;

(13) The bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and half bathroom located at the cellar level and the entryway courtyard corridor with an entrance on West 51st Street at the first floor of the Building, the use of which shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(14) The residential common terrace area and outdoor kitchen located at the main roof level of the Building which shall be for the exclusive use of all of the Unit Owners in a manner to be determined by the Board of Managers. The use of the common terrace area and outdoor kitchen shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(15) All installations and Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Units and/or the General Common Elements;

(16) All sewer pipes and drainage pipes, sprinkler systems and standpipe systems; the detention tank;

(17) Those portions of the roofs located at any level of the Building and those portions of the land, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling

towers, any ventilation or air-conditioning equipment or other related Facilities, if any, which service the Units and/or the General Common Elements;

(18) The heating equipment or hot water heaters or equipment, if any, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service the Units and/or the General Common Elements;

(19) Any piping and/or ductwork which is necessary for the functioning of the heating equipment or hot water heaters or equipment, if any, ventilation and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service the Units and/or the General Common Elements;

(20) Any and all windows of the Building which are not part of a particular Unit;

(21) All street vaults, if any. To the extent there are any charges for said vault areas, such charges shall be paid by all of the Unit Owners as a Common Expense;

(22) Any common tanks, common water and cooling towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use; and

(23) All other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

B. Limited Common Elements - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and, unless otherwise specified, the maintenance and repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of an individual Unit Owner(s):

(1) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(2) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired, wood-burning or ventless, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner;

The maintenance, repair and replacement of such fireplace, including any flue and/or ductwork attached thereto, if any, shall be the responsibility of the individual Unit Owners of such Units;

(3) The private terrace areas, private balconies and private yards, together with any walls, plantings railings, or fencing delineating such area, which are adjacent to or directly accessed from a particular Unit, as delineated on the Floor Plans. Nonstructural, ordinary repairs and maintenance of the private terrace areas, private balconies and private yards, together with any walls, railings, plantings or fencing which delineates such area, shall be the responsibility of the individual Unit Owner who has the exclusive use thereof; and

(4) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment and units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), including condensing unit ACCU-A, as to Units 1F, 3D, 4D, 5D, and 6D; ACCU-B-1 as to Units 1E, 1D, 3C, 4C, 5C, and 6C; ACCU-B-2 as to Units 1H, 1G, 3E, 4E, 5E, and 6E; ACCU-B-3 as to Units 3B, 4B, 5B, and 6B; and ACCU-B-4 as to Units 3A, 4A, 5A, and 6A.

Notwithstanding anything to the contrary in this Paragraph numbered 6, since a Limited Common Element benefits only a particular Unit Owner, the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by the Unit Owner who benefits from the Limited Common Element. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Unit Owner shall be responsible for the normal operation, maintenance and repair of any such Limited Common Element at their sole cost and expense.

7. **Use of Units**. Subject to compliance with the By-Laws of the Condominium, each of the Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitee shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain

ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

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

The storage spaces at the cellar level of the Building may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said storage space by any Residential Unit Owner.

The Roof Deck Units at the roof level of the Building may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said storage space by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a storage space will not be applicable to a storage space held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or storage spaces for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or storage spaces.

8. **Determination of Percentages in Common Elements**. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

9. **Encroachments**. If any portion of the Common Elements now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

10. **Maintenance and Operation of Internal Drains**.

A. Pursuant to the requirements of all applicable laws, ordinances and/or building codes, each Unit Owner, together with the Condominium, shall be responsible for the maintenance and operation of the internal drains within the Property which are Common Elements ("Internal Drains"). The cost of such maintenance and operation shall be a Shared Common Expense of all the Unit Owners.

B. Any charge or assessment for said maintenance and operation of the Internal Drains shall be a charge upon the Land or Unit against which the same are made and shall be a continuing lien upon the Land or Unit so charged or assessed. In addition such charge or assessment shall be the personal obligation of the record owner of such Land or Unit against which the same is made.

C. The Sponsor and/or Condominium and each Unit Owner thereof shall keep the Internal Drains wholly within the boundary lines of the Property, and its point of exit from the Property shall not be altered.

D. The Sponsor and/or Condominium and each and every Unit Owner thereof shall maintain the Internal Drains at all times throughout the life of the Condominium and Property. They shall be responsible for the abatement of any nuisance due to the use of the Internal Drains that would have an adverse effect on the health, safety and welfare of the City and State of New York.

E. The Sponsor shall insure that the utilization of the Internal Drains for the conveyance of the sanitary flow is to be designed as to size, shape, slope and velocity to have sufficient capacity to take the estimated peak sanitary flow from the Property.

F. The Sponsor and/or Condominium and each and every Unit Owner thereof, shall utilize the Internal Drains in such a manner, that it will not in any way have an adverse effect on the City of New York's complete or pending sanitary and storm water drainage plans for the tributary drainage area or the separate sewer outlets.

11. **Easements**.

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to all General Common Elements, to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained within a particular Unit or elsewhere in the Building. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit and in favor of other Units and the Common Elements.

B. The Sponsor and its designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon of recreation facilities, if any, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, flues, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the recreation facilities, if any, and (ii) construction and installation of, whether on the interior or exterior of the Building, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables necessary for the use of its Units, and (iii) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one (1) or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground, exterior wall mounted, or roof-top electric transformer, amplifier, gas, cable television, telephone, satellite, telecommunication equipment, water, storm drainage, sewer or other utility lines or services and appurtenances in, under, over and through the Property, including, without limitation, an easement or easements for the benefit of any property

adjacent to the Property, to relocate any existing utility or equipment easements in any portion of the Property and, in the sole discretion of Sponsor, to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of the recreation facilities, if any, provided that such additional utilities or equipment or the relocation of existing utilities or equipment will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes or home occupation purposes. Any utility company or service company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

D. All Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the common entrances to the Building and through the public staircase in, on, over and across the main roofs or other applicable roofs of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, air-conditioning equipment, located on such roofs of the Building which services one or more of the Units.

E. Sponsor, its assignee or designee and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use the elevator, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vi) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

F. Sponsor and its designee(s) shall have the right, until the tenth (10th) anniversary of the First Unit Closing, to use, without charge, portions of the Building, including

the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

G. The Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the common entrances to the Building and through the public staircase in, on, over and across the Units, Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and private balconies, yards and terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof or balcony, terrace, or yard areas.

H. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one or more other specified Units, of its Limited Common Elements.

I. The user of any easement granted by subparagraphs B, C, D, E, F, G and H of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

12. **Power of Attorney to Board of Managers and Sponsor**. Each Unit Owner, their successors assigns and/or heirs, shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers. Each Unit Owner, their successors, assigns and/or heirs, shall also grant to the Sponsor or its designee, an irrevocable power of attorney, coupled with an interest, to exercise Sponsor's or Sponsor designee's rights hereunder, including but not limited to, the Sponsor's or Sponsor designee's rights set forth in Paragraph numbered 20 hereinafter. The Form of Power of Attorney to the Board of Managers and Sponsor is attached hereto as **Schedule D**.

13. **Acquisition of Units by Board of Managers**. In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and

limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. **Person to Receive Service**. For the period during which Sponsor is in control of the Board of Managers, Cadence 51/52 Development LLC with an office c/o Cadence Property Group LLC, 65 West 13th Street, 4th Floor, New York, New York 10011, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the Office of the Condominium, at 349 West 51st Street, New York, New York 10019. In addition, the Secretary of State of the State of New York, as agent of the Board of Managers, and any successor to the jurisdiction thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations**. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The initial By-Laws of the Condominium are attached hereto as **Schedule E**. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment to Declaration**. This Declaration may be amended, modified, added to or deleted from by the vote of at least sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be

approved, in writing by sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such Unit or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, its designee, or any Unsold Unit until Sponsor or such designee, as the case may be, shall consent thereto in writing.

The Sponsor hereby reserves to itself and its designee(s) the right to amend the Condominium Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p; and/or (ii) conforming the Declaration to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency, to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

Notwithstanding anything to the contrary contained herein, the Sponsor or its designees shall have the right to amend the Declaration, By-Laws and/or certificate of occupancy without the consent of the Board of Managers and/or Unit Owners provided such amendments have no material adverse effect on other Unit Owners and/or the Common Elements (except for Limited Common Elements existing for the exclusive use of only Units owned by the Sponsor or its designees).

No such amendment shall be effective until recorded in the New York County Office of the Register of the City of New York.

17. **Changes in Unsold Units**. For any Unit owned by the Sponsor or its designee(s), if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) shall comply with all rules, ordinances and regulations of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In connection with the foregoing as it relates to the Unsold Units, the Sponsor or its designee shall cause the Declaration to be amended, if necessary. Sponsor or its designee shall have the right pursuant to the Powers of Attorney granted by Unit Owners to amend and record any amendment to the Declaration on behalf of the Condominium and all Unit Owners as required to reflect the foregoing without any further consent of the Condominium Board, Unit Owners or Permitted Mortgagees. Sponsor or its designee shall each have the right, upon its request, to require any other Unit Owners or the Condominium Board or its officers to execute, file and/or record any amendment to the Declaration, together with any application, documents or instruments as they deem appropriate to effectuate the same, or any application, documents or instruments required by any governmental or quasi-governmental agency having or asserting jurisdiction in connection with the foregoing, or any application, documents or instruments necessary in connection with any change, addition, decoration, alteration, improvement, repair or subdivision of any Units owned by said parties or any operation of any Unit owned by said parties, at which time, the requesting party shall indemnify and hold the Condominium Board and the other Unit Owners and Sponsor or its designee harmless from any expense or liability by virtue of the execution of any of such applications, document or instruments. As an alternative, Sponsor or its designee shall have the right pursuant to the Powers of Attorney granted by Unit Owners to execute, file and/or record any such applications, documents or instruments on behalf of the Condominium Board and all Unit Owners. For purposes of recording any amendment to the Declaration or executing, filing or recording any applications, documents or instruments, Sponsor or its designee may rely on the authority contained in the Power of Attorney and no further consent of the Board or the Unit Owners or Permitted Mortgagees is required.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consents will be obtained from Unit Owners, if any, who are adversely and directly affected as a result of the above changes. The

provisions of this Paragraph 17 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designees(s).

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

Additionally, and notwithstanding its effect on the Common Elements, Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify storage spaces in its sole discretion in order to assign any of the storage spaces and to increase or decrease the number of storage spaces.

18. **Invalidity**.

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of subparagraph (a) of this Paragraph 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

19. **Termination of Condominium**. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners that own not less than eighty percent (80%) in number and in Common Interest of the Units and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

20. **Sponsor's Retention of Transferable Air Rights and/or Development Rights**.

(a) Sponsor hereby reserves to itself, its designee, and/or their successors and assigns, all unused transferable air rights and/or development rights (hereinafter "Unused Development Rights"). As against all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, Sponsor's designee, and/or their successors and assigns, shall have the exclusive right to cause any part or all Unused Development Rights pertaining to the Property to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended.

(b) Sponsor has also bound itself, its designee, and/or their successors and assigns from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of this Declaration, or (ii) will allow any party, including Sponsor, its designee, and/or their successors and assigns as the holder of Unsold Units, but excluding the Board of Managers of the Condominium, to build on or directly above the land and/or expand the Building. With regard to (ii) above, the Sponsor, its designee, and/or their successors and assigns, may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such

event, any construction by the Condominium shall (a) not increase the number of Units in the Building; (b) be limited in scope to a minor alteration to a Unit and/or the Building; (c) not have any material impact on the operating budget of the Condominium; (d) not impact the Percentage of Common Elements allocated to any of the Units; and (e) be made only in accordance with the Condominium's Declaration and By-Laws and all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(af) of the Attorney General's Regulations. As used herein, "Unused Development Rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. Any and all consideration paid to Sponsor, its designee, and/or their successors and assigns in connection with a transfer of any Unused Development Rights shall be the sole and absolute property of the Sponsor, its designee, and/or their successors and assigns.

(c) The Sponsor, Sponsor's designee, and/or their successors and assigns, herein have the right to cause all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, Sponsor's designee, and/or their successors and assigns, in the Register's Office of the County of New York in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) deed(s), consent(s), waiver(s), lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owners', Board's, and/or mortgagees' interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor, Sponsor's designee, and/or its successors and assigns in such rights and/or for the purpose of effectuating the transfer, assignment or surrender of such rights by Sponsor and/or its successors and assigns; (ii) any amendment to this Declaration which the Sponsor, Sponsor's designee, and/or their successors and assigns deem necessary or appropriate to effectuate the purpose of this Paragraph 20, provided that such amendment complies with the terms in Paragraph 20 and 13 NYCRR 20.3(af) of the Attorney General's Regulations.

(d) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 20 shall result in liquidated damages payable by the Board of Managers to the Sponsor, Sponsor's designee, and/or their successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee, and/or their successors and assigns for the transfer, assignment or surrender of all or a portion of such Unused Development Rights.

(e) If any provision that is necessary to effectuate the purposes of this Paragraph 20 is missing, then such provision shall be deemed included as part of Paragraph 20, including, but not limited to, any provision required by law to limit the reservation

of the contingent rights as set forth herein. Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus twenty-one (21) years.

21. **Common Expense**. Common Expenses of the Condominium shall mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws.

22. **Covenant of Further Assurances**.

(a) Any person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person, such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledgment, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Board of Managers or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Board of Managers, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then the Sponsor is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person, as the case may be.

23. **Definitions**. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in **Schedule C** which is annexed to this Declaration and made

a part hereof. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. **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.

25. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

26. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by its duly authorized representative this _____ day of _____, 20__.

Sponsor/Declarant:

Cadence 51/52 Development LLC

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

LINDEN LANE CONDOMINIUM

349 WEST 51ST STREET
NEW YORK, NEW YORK 10019

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of West 52ND Street (60' Wide) distant 182 feet and 5 inches (182.42') Easterly from the corner formed by the intersection of the Easterly side of 9TH Avenue (100' Wide);

RUNNING THENCE Easterly, along the Southerly side of West 52ND Street a distance of 92 feet and 7 inches (92.58') to a point;

THENCE Southerly, parallel with 9TH Avenue, 100 feet and 5 inches (100.42') to the center line of the block;

THENCE Westerly parallel with West 51ST Street and along the center line of the block 10 feet and 0 inches (10.00') to a point;

THENCE Southerly, parallel with 9TH Avenue, 100 feet and 5 inches (100.42') to the Northerly side of 51st Street (60 Wide);

THENCE Westerly, along the Northerly side of West 51ST Street a distance of 20 feet and 0 inches (20.00') to a point;

THENCE Northerly, parallel with 9TH Avenue, 100 feet and 5 inches (100.42') to the center line of the block;

THENCE Westerly parallel with West 51ST Street and along the center line of the block 71 feet and 1 inch (71.08') to a point;

THENCE in a northeasterly direction forming an interior angle of 85 degrees 09 minutes 40 seconds with the last mentioned line, 100 feet and 9 ½ inches (100.79') to the point or place of BEGINNING.

SAID PREMISES being situated at 354 & 360 West 52nd Street, Borough of Manhattan, County and State of New York.

SCHEDULE B
TO THE DECLARATION OF

09/29/2025

LINDEN LANE CONDOMINIUM
349 WEST 51ST STREET (A/K/A 354 WEST 52ND STREET)
NEW YORK, NEW YORK
BLOCK 1042 F/K/A LOT 54 N/K/A Lots TBD through TBD

Unit	Tax Lot Number	Percentage Interest In Common Elements	Residential Percentage Interest In Common Elements	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Balcony and/or Terrace and/or Yard Which is Limited Common Element	Approximate Cubic Sq. Ft. of Storage Areas	Location	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access
1A	TBD	5.1044%	5.2591%	2453	1121	45	Cellar, 1st Floor & 2nd Floor	3 BD/2 Bth/(2) 0.5 Bth/Tx/P/Y/S	Corridors Elevator & Stairs
1B	TBD	4.3021%	4.4822%	1976	741	45	Cellar, 1st Floor & 2nd Floor	2 BD/2 Bth/(2) 0.5 Bth/Tx/P/Y/S	Corridors Elevator & Stairs
1C	TBD	5.0466%	5.0798%	2301	728	45	Cellar, 1st Floor & 2nd Floor	3 BD/2 Bth/(2) 0.5 Bth/Tx/P/Y/S	Corridors Elevator & Stairs
1D	TBD	2.1214%	2.1455%	904	0	45	1st Floor and 2nd Floor	SLBD/1.5 Bth/L/Dx/S	Corridors Elevator & Stairs
1E	TBD	1.9205%	1.9423%	851	0	45	1st Floor and 2nd Floor	SLBD/1.5 Bth/L/Dx/S	Corridors Elevator & Stairs
1F	TBD	1.7668%	1.7869%	806	0	45	1st Floor and 2nd Floor	SLBD/1.5 Bth/L/Dx/S	Corridors Elevator & Stairs
1G	TBD	1.8909%	1.9124%	835	0	45	1st Floor and 2nd Floor	SLBD/1.5 Bth/L/Dx/S	Corridors Elevator & Stairs
1H	TBD	2.1273%	2.1514%	965	0	45	1st Floor and 2nd Floor	SLBD/1.5 Bth/L/Dx/S	Corridors Elevator & Stairs
3A	TBD	3.1909%	3.2272%	1337	0	45	3rd Floor	2 BD/2.5 Bth/O/S	Corridors Elevator & Stairs
3B	TBD	3.9691%	4.0041%	1467	0	45	3rd Floor	3 BD/2.5 Bth/O/S	Corridors Elevator & Stairs
3C	TBD	1.9500%	1.9722%	863	0	45	3rd Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
3D	TBD	2.7182%	2.7491%	995	0	45	3rd Floor	2 BD/2 Bth/O/S	Corridors Elevator & Stairs
3E	TBD	1.9500%	1.9722%	874	0	45	3rd Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
4A	TBD	3.3091%	3.3467%	1337	92	45	4th Floor	2 BD/2.5 Bth/O/B/S	Corridors Elevator & Stairs
4B	TBD	4.0677%	4.0937%	1467	77	45	4th Floor	3 BD/2.5 Bth/O/B/S	Corridors Elevator & Stairs
4C	TBD	2.0091%	2.0319%	863	0	45	4th Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
4D	TBD	2.7477%	2.7789%	998	0	45	4th Floor	2 BD/2 Bth/O/S	Corridors Elevator & Stairs
4E	TBD	2.0091%	2.0319%	873	0	45	4th Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
5A	TBD	3.3387%	3.3766%	1337	92	45	5th Floor	2 BD/2.5 Bth/O/B/S	Corridors Elevator & Stairs
5B	TBD	4.1766%	4.1512%	1467	77	45	5th Floor	3 BD/2.5 Bth/O/B/S	Corridors Elevator & Stairs
5C	TBD	2.0386%	2.0618%	863	0	45	5th Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
5D	TBD	2.8068%	2.8387%	998	0	45	5th Floor	2 BD/2 Bth/O/S	Corridors Elevator & Stairs
5E	TBD	2.0386%	2.0618%	873	0	45	5th Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
6A	TBD	3.3682%	3.4044%	1337	92	45	6th Floor	2 BD/2.5 Bth/O/B/S	Corridors Elevator & Stairs
6B	TBD	4.2852%	4.2710%	1467	77	45	6th Floor	3 BD/2.5 Bth/O/B/S	Corridors Elevator & Stairs
6C	TBD	2.0682%	2.0917%	863	0	45	6th Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
6D	TBD	2.8659%	2.8983%	998	0	45	6th Floor	2 BD/2 Bth/O/S	Corridors Elevator & Stairs
6E	TBD	2.0682%	2.0917%	873	0	45	6th Floor	1 BD/1.5 Bth/O/S	Corridors Elevator & Stairs
PHA	TBD	4.2955%	4.2211%	1405	490	45	7th Floor and Roof	2 BD/2.5 Bth/Dx/O/B/T/S	Corridors Elevator & Stairs
PHB	TBD	4.6840%	4.7312%	1532	494	45	7th Floor and Roof	3 BD/2.5 Bth/Dx/B/T/S	Corridors Elevator & Stairs
PHC	TBD	4.3029%	4.4210%	1437	417	45	7th Floor and Roof	2 BD/2.5 Bth/Dx/O/T/S	Corridors Elevator & Stairs
PHD	TBD	4.3652%	4.4120%	1402	378	45	7th Floor and Roof	2 BD/2.5 Bth/Dx/O/T/S	Corridors Elevator & Stairs
Residential Totals:		98.9037%	100.0000%	39017	4876	1440			
RT 1	TBD	0.1182%	N/A	N/A	247	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 2	TBD	0.0843%	N/A	N/A	136	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 3	TBD	0.0843%	N/A	N/A	136	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 4	TBD	0.1165%	N/A	N/A	231	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 5	TBD	0.1191%	N/A	N/A	313	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 6	TBD	0.1183%	N/A	N/A	281	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 7	TBD	0.0843%	N/A	N/A	146	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 8	TBD	0.0843%	N/A	N/A	146	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 9	TBD	0.0843%	N/A	N/A	146	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 10	TBD	0.0843%	N/A	N/A	146	N/A	Roof	N/A	Corridors Elevator & Stairs
RT 11	TBD	0.1184%	N/A	N/A	282	N/A	Roof	N/A	Corridors Elevator & Stairs
Roof Terrace Totals:		1.0963%	N/A	N/A	2210	N/A		N/A	
Grand Totals:		100.0000%	100.0000%	39017	7086	1440			

B - denotes private balcony
BD - denotes Bedroom(s)
Bth - denotes Bathroom(s)
Dx - denotes duplex
O - denotes office
P - denotes patio
S - denotes storage
SLBD - denotes sleeping loft BD
T - denotes private terrace(s)
Tx - denotes triplex
Y - denotes Yard
NA - denotes Not Applicable.

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

LINDEN LANE CONDOMINIUM

LOCATED AT
349 WEST 51ST STREET
NEW YORK, NEW YORK 10019

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as "Linden Lane", being newly constructed at 349 West 51st Street, A/K/A 354 West 52nd Street, New York, New York.
"Common Charges"	-	Each Unit Owner's proportionate share of the Common Expenses (as defined in the Condominium Documents), payable by the individual Unit Owner.

"Common Elements"	-	All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.
"Common Expenses"	-	(a) Expenses of operation of the Property, and (b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.
"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan, "Condominium" specifically refers to "Linden Lane."
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.
"Declaration"	-	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"Eligible Holder"	-	A holder, insurer or guarantor of a first mortgage on a Unit. BSP ODF II FINANCE, LLC together with its successors and assigns, will also be deemed an Eligible Holder.
"Equal or Better Quality"	-	This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.
"Facility" or "Facilities"	-	As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.
"Filing"	-	Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.
"First Unit Closing"	-	The first closing of title with a bona fide purchaser of a Residential Unit.
"Floor Plans"	-	The floor plans of the Units certified by a licensed engineer or registered architect, and filed in the

Register's Office of New York County simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Elements" - The General Common Elements include, without limitation:

(5) The land on which the Building is physically erected, including any rear or side yard areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Except as otherwise provided herein, yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor and/or a Sponsor-designee;

(6) At the cellar and first floor through the seventh floor and roof level: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls (except to the extent included below as Limited Common Elements); those portions of the walls and partitions dividing a Unit from the corridors, the elevator shaft, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs

located beyond the unexposed face of the dry walls enclosing the a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Unit, fire staircases, stairs, vestibules, if any, or lobbies not within a Unit (except to the extent included below as Limited Common Elements); the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit is attached; all cellar areas which are not included within a Unit and which are not specifically designated below as Limited Common Elements;

(7) Roof bulkheads and roof areas which are not for the exclusive use of a particular Unit or Units, the use of which shall be at the sole discretion of the Board of Managers; skylights and/or glass enclosures, if any, other than those directly over Units;

(8) Service corridors, fire corridors, halls, stairs, and stairway areas located at all levels of the Building which are beyond the unexposed face of the dry walls or blockwork, brickwork, masonry or concrete work of the walls enclosing a Unit and are not specifically designated below as a Limited Common Element;

(9) Storage, utility, and mechanical rooms and areas, if any, located at all levels of the Building and which are not part of a Unit or which are not specifically designated below as Limited Common Elements, and are located beyond the unexposed face of the drywalls or blockwork, brickwork, masonry or concrete work enclosing a Unit; all areas which are not specifically

designated below as a Limited Common Element and not part of a Unit;

(10) The sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon; the service entrances to the Building, if any; the entrances to and exits from the Building, including any handicapped ramp adjacent thereto, together with any canopies, which are not part of a particular Unit or which are not specifically designated as a Limited Common Element;

(11) The mechanical rooms or other utility rooms located at the cellar level and main roof/bulkhead level of the Building, including, but not limited to, storage rooms, any superintendent's office, bathroom, fire pump room, sprinkler room, telecommunication room, the electric meter room, any closets, water meters, electric meters, pumps and other equipment in the cellar, and any and all other cellar or other areas of the Building and Facilities which are not designated as part of a Unit or a Limited Common Element;

(12) The refuse room together with any compactor machinery, if any, and related Facilities located at the cellar level of the Building; the refuse rooms and trash chutes located on all floors of the Building, all of which shall be used in a manner to be determined by the Board of Managers in its sole discretion;

(13) The elevator, elevator machinery, the elevator shaft and pit; the elevator switch room, the elevator bulkhead and elevator machine room, if any, for the elevator, together with all Facilities related thereto, located on any floor or roof of the Building;

(14) The elevator lobbies, together with any compactor chute access room and/or trash room, mechanical rooms or equipment closets, if any, located on all floors of the Building and all Facilities related thereto;

(15) The vestibule and lobby to the Building together with the adjoining mail area and mailboxes for the Units located therein, and any package room or storage room;

(16) The residential storage areas at the cellar level of the Building. Each storage space which is part of a Residential Unit shall be made available for the exclusive use of an individual Unit Owner. The use of any such storage space shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers;

(17) The bicycle storage room, gym, yoga studio, coworking space and remote conferencing space and half bathroom located at the cellar level and the entryway courtyard corridor with an entrance on West 51st Street at the first floor of the Building, the use of which shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(18) The residential common terrace area and outdoor kitchen located at the main roof level of the Building which shall be for the exclusive use of all of the Unit Owners in a manner to be determined by the Board of Managers. The use of the common terrace area and outdoor kitchen shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(19) All installations and Facilities on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water which service the Units and/or the General Common Elements;

(20) All sewer pipes and drainage pipes, sprinkler systems and standpipe systems; the detention tank;

(21) Those portions of the roofs located at any level of the Building and those portions of the land, if any, which have been designated for the installation of mechanical equipment, including, but not limited to, roof tanks, cooling towers, any ventilation or air-conditioning equipment or other related Facilities, if any, which service the Units and/or the General Common Elements;

(22) The heating equipment or hot water heaters or equipment, if any, ventilation and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, which service the Units and/or the General Common Elements;

(23) Any piping and/or ductwork which is necessary for the functioning of the heating equipment or hot water heaters or equipment, if any, ventilation and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, which service the Units and/or the General Common Elements;

(24) Any and all windows of the Building which are not part of a particular Unit;

(25) All street vaults, if any. To the extent there are any charges for said vault areas, such

charges shall be paid by all of the Unit Owners as a Common Expense;

(26) Any common tanks, common water and cooling towers or tanks, pumps, including, but not limited to, motors, fans, compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use; and

(27) All other apparatus, installations and Facilities existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building and the Units.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board. Until its loans encumbering the Property and the Unsold Units are satisfied, BSP ODF II FINANCE, LLC shall be named Insurance Trustee.

"Land" - All that certain tracts, plots, pieces and parcels of land situate, lying and being in City of New York, County of New York and State of New York as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities, including, if applicable, the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner or several Unit Owners and,

unless otherwise specified, the maintenance and repair of which is the responsibility of the Unit Owners or Owners to which the exclusive use has been allocated. In this Plan, the following are Limited Common Elements which shall be for the exclusive use of an individual Unit Owner(s):

(28) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

(29) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired, wood-burning or ventless, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner; The maintenance, repair and replacement of such fireplace, including any flue and/or ductwork attached thereto, if any, shall be the responsibility of the individual Unit Owners of such Units;

(30) The private terrace areas, private balconies and private yards, together with any walls, plantings railings, or fencing delineating such area, which are adjacent to or directly accessed from a particular Unit, as delineated on the Floor Plans. Nonstructural, ordinary repairs and maintenance of the private terrace areas, private balconies and private yards, together with any walls, railings, plantings or fencing which delineates such area, shall be the responsibility of the individual Unit Owner who has the exclusive use thereof; and

(31) The boilers, hot water heaters or equipment, if any, heating, ventilation and/or air-conditioning equipment and

units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), including condensing unit ACCU-A, as to Units 1F, 3D, 4D, 5D, and 6D; ACCU-B-1 as to Units 1E, 1D, 3C, 4C, 5C, and 6C; ACCU-B-2 as to Units 1H, 1G, 3E, 4E, 5E, and 6E; ACCU-B-3 as to Units 3B, 4B, 5B, and 6B; and ACCU-B-4 as to Units 3A, 4A, 5A, and 6A.

"Majority"	-	Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	-	A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.
"Offering Plan"	-	The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"PCO" - Refers to a permanent certificate of occupancy issued by the Department of Buildings of the City of New York.

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

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor, its designee, and/or their successors and assigns, as attorney- in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

(iii) the Sponsor, its designee, and/or their successors and assigns, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, its designee, and/or their successors and assigns, in whole or part, of the unused transferable air rights and/or development rights which Sponsor has retained for itself, its designee, and/or their successors and assigns.

"Property" - Means and includes the Land, the Building and all other improvements thereon, (i) owned in fee simple absolute, (ii) all easements, rights and appurtenances

		belonging thereto, and (iii) all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
"Purchaser"	-	Any Person who has entered into an agreement with Sponsor to purchase a Residential Unit and is not in default thereunder.
"Recording officer" and "Recording" or "Recorded"	-	Shall have the meanings stated in section Two Hundred Ninety of the New York State Real Property Law.
"Residential Unit"	-	A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.
"Residential Units"	-	Collectively, all the apartments in the Building.
"Residential Unit Owner"	-	Means the person, persons or entity owning a Residential Unit in fee simple absolute.
"Roof Deck Unit"	-	Refers to the individual roof deck, at the main roof terrace area of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there are eleven (11) Roof Deck Units. A Roof Deck Unit may also be referred to as a Roof Terrace Unit.
"Roof Deck Units"	-	Collectively, all of the Roof Deck Units in the Building. Roof Deck Units may also be referred to as Roof Terrace Units.
"Roof Deck Unit Owner"	-	The Person owning a particular Roof Deck Unit in fee simple absolute.
"Rules and Regulations"	-	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Brown Harris Stevens Development Marketing, LLC is the Selling Agent pursuant to the terms of the Offering Plan.
"Sponsor"	-	The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; Cadence 51/52 Development LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee in relationship to the Units which such Sponsor-designee owns shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall be deemed to be a Sponsor with the rights and obligations of a Sponsor only in relationship to the Units which such Sponsor-designee owns. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and obligations and any such designee shall also be deemed a "Sponsor-designee."
"Storage Spaces"	-	Refers to the individual storage spaces located at the cellar level of the Building which will be part of certain Residential Units for the exclusive use of a Residential Unit Owner.
"TCO"	-	Refers to a temporary certificate of occupancy issued by the Department of Buildings of the City of New York.
"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private balcony and/or private yard and/or private terrace areas and/or storage space. Any access stair located within a Unit which is for the exclusive use of the Unit Owner thereof shall be deemed a part of the Unit.

Further, any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

"Unit Deed"	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.
"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units.
"Unsold Units"	-	Any Unit owned by Sponsor or its designee at the time in question.

SCHEDULE D
TO THE DECLARATION OF CONDOMINIUM
OF THE PREMISES KNOWN AS
LINDEN LANE

POWER OF ATTORNEY
TO BOARD OF MANAGERS
AND SPONSOR

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 349 West 51st Street New York, New York, in the Condominium known as "Linden Lane" consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of "Linden Lane Condominium" jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, including the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

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

The undersigned do(es) hereby nominate, constitute and appoint Cadence 51/52 Development LLC, a Delaware limited liability company authorized to conduct business in New York ("Sponsor"), Sponsor's designee, and/or their successors and assigns, as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 16 and 17 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with Articles 16 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor or its designee, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor or its designee, to insure

title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do(es) further nominate, constitute and appoint Cadence 51/52 Development LLC, its designee, and/or their successors and assigns as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, its designee, and/or their successors and assigns, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its designee, and/or their successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

The undersigned do(es) further nominate, constitute and appoint (i) the persons who may from time to time constitute the Board of Managers of the Condominium jointly, and (ii) Cadence 51/52 Development LLC and/or its designee, their successors or assigns, as attorneys-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute, acknowledge and deliver, and, if necessary, to cause to be recorded in the Office of the Register of New York County, (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the Landmarks Preservation Commission, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any agreement, consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has (have) executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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 E

BY-LAWS

OF

THE CONDOMINIUM OF THE PREMISES

KNOWN AS

LINDEN LANE CONDOMINIUM

LOCATED AT
349 WEST 51ST STREET
NEW YORK, NEW YORK 10019

BOROUGH OF NEW YORK

NEW YORK COUNTY, CITY AND STATE OF NEW YORK

D'AGOSTINO, LEDERMAN, LANDESMAN, RIVERA & MIRAGLIA, LLP
ATTORNEYS FOR SPONSOR
9 EAST 40TH STREET, 5TH FLOOR
NEW YORK, NEW YORK 10016
ATTN: JONHAROLD A. CICERO, ESQ.

TABLE OF CONTENTS

Article	Title Page			Page
I	**Plan of Unit Ownership**			1
	Sec.	1.	Unit Ownership	1
	Sec.	2.	Applicability of By-Laws	1
	Sec.	3.	Application	1
	Sec.	4.	Definitions	1
	Sec.	5.	Office	2
II	**Board of Managers**			2
	Sec.	1.	Status of the Board of Managers	2
	Sec.	2.	Number and Term	2
	Sec.	3.	Powers and Duties	2
	Sec.	4.	Managing Agent and Manager	5
	Sec.	5.	First Board of Managers	5
	Sec.	6.	Removal of Members of Board of Managers	6
	Sec.	7.	Vacancies	6
	Sec.	8.	Organization Meeting	6
	Sec.	9.	Regular Meetings	6
	Sec.	10.	Special Meetings	7
	Sec.	11.	Waiver of Notice	7
	Sec.	12.	Quorum of Board of Managers	7
	Sec.	13.	Fidelity Bonds	7
	Sec.	14.	Compensation	7
	Sec.	15.	Liability of the Board of Managers	7
	Sec.	16.	Executive Committee	8
	Sec.	17.	Other Committees	8
III	**Unit Owners**			8
	Sec.	1.	Annual Meetings	8
	Sec.	2.	Place of Meetings	9
	Sec.	3.	Special Meetings	9
	Sec.	4.	Notice of Meetings	10
	Sec.	5.	Adjournment of Meetings	10
	Sec.	6.	Order of Business	10
	Sec.	7.	Title to Units	10
	Sec.	8.	Voting	11
	Sec.	9.	Majority of Unit Owners	11
	Sec.	10.	Quorum	11

	Sec.	11.	Majority Vote	11
	Sec.	12.	Action Without Meeting	11
IV	**Officers**			12
	Sec.	1.	Designation	12
	Sec.	2.	Election of Officers	12
	Sec.	3.	Removal of Officers	12
	Sec.	4.	President	12
	Sec.	5.	Vice President	12
	Sec.	6.	Secretary	12
	Sec.	7.	Treasurer	12
	Sec.	8.	Agreements, Contracts, Deeds, Checks, etc.	13
	Sec.	9.	Compensation of Officers	13
	Sec.	10.	Liability of Officers	13
V	**Notices**			13
	Sec.	1.	Definition	13
	Sec.	2.	Service of Notice Waiver	13
VI	**Operation of the Property**			13
	Sec.	1.	Determination of Common Expenses and Fixing of Common Charges	13
	Sec.	2.	Insurance	15
	Sec.	3.	Repair or Reconstruction After Fire or Other Casualty	18
	Sec.	4.	Payment of Common Charges	19
	Sec.	5.	Collection of Common Charges and Assessments	19
	Sec.	6.	Default in Payment of Common Charges or Assessments	20
	Sec.	7.	Foreclosure of Liens for Unpaid Common Charges	20
	Sec.	8.	Statement of Common Charges and Assessments	20
	Sec.	9.	Abatement and Enjoinment of Violations by Unit Owners	20
	Sec.	10.	Maintenance and Repairs	21
	Sec.	11.	Restrictions on Use of Units	23
	Sec.	12.	Additions, Alterations or Improvements by Board of Managers	25
	Sec.	13.	Additions, Alterations or Improvements by Unit Owners	26
	Sec.	14.	Use of Common Elements and Facilities	27
	Sec.	15.	Right of Access	29
	Sec.	16.	Rules of Conduct	29
	Sec.	17.	Water Charges and Sewer Rents	29

	Sec.	18.	Electricity and Gas	29
	Sec.	19.	Review of Real Estate Tax Assessments	30
	Sec.	20.	Vault Charges	30
VII	**Mortgages**			30
	Sec.	1.	Notice to Board of Managers	30
	Sec.	2.	Notice of Unpaid Common Charges	30
	Sec.	3.	Notice of Default	31
	Sec.	4.	Examination of Books	31
	Sec.	5.	Notice of Changes to Units and/or Common Elements	31
	Sec.	6.	Notice of Termination of the Condominium	31
	Sec.	7.	Notice of Condemnation or Casualty	31
	Sec.	8.	Notice of Insurance	31
VIII	**Sales, Leases and Mortgages of Units**			31
	Sec.	1.	Sales and Leases	31
	Sec.	2.	Consent of Unit Owners to Purchase or Lease Units by Board of Managers	34
	Sec.	3.	No Severance of Ownership	34
	Sec.	4.	Release by Board of Managers of Right of First Refusal	35
	Sec.	5.	Certificate of Termination of Right of First Refusal	35
	Sec.	6.	Financing of Purchase of Units by Board of Managers	35
	Sec.	7.	Exceptions	35
	Sec.	8.	Gifts and Devises, etc.	35
	Sec.	9.	Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common	36
	Sec.	10.	Payment of Common Charges and Assessments	36
	Sec.	11.	Mortgage of Units	36
	Sec.	12.	Fees and Charges	36
IX	**Certain Remedies**			37
	Sec.	1.	Self Help	37
	Sec.	2.	Abatement and Enjoinment	37
	Sec.	3.	Remedies Cumulative	37
	Sec.	4.	Costs and Expenses	38
X	**Condemnation**			38
	Sec.	1.	Condemnation	38

XI	**Records**			39
	Sec. 1.	Records and Audits		39
XII	**Miscellaneous**			40
	Sec. 1.	Invalidity		40
	Sec. 2.	Captions		40
	Sec. 3.	Gender		40
	Sec. 4.	Waiver		40
	Sec. 5.	Insurance Trustee		40
	Sec. 6.	Definition of “Mortgagee”		40
	Sec. 7.	Lot-Line Windows		40
XIII	**Amendments to the By-Laws**			42
	Sec. 1.	Amendment to By-Laws		42
XIV	**Conflicts**			43
	Sec. 1.	Conflicts		43
XV	**Arbitration**			43
	Sec. 1.	Procedure		43
	Sec. 2.	Variation by Agreement		43
	Sec. 3.	Binding Effect		44
	Sec. 4.	Costs and Expenses		44
	Sec. 5.	Sponsor’s and Sponsor-designee’s Option Not to Arbitrate		44
Rules and Regulations-Addendum to the By-Laws				45

BY-LAWS
OF
THE CONDOMINIUM OF THE PREMISES
KNOWN AS
LINDEN LANE CONDOMINIUM
LOCATED AT 349 WEST 51ST STREET
NEW YORK, NEW YORK 10019

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership**. The property, located in the Borough of New York, New York County, City and State of New York at 349 West 51st Street, New York, New York (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the New York County Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as "Linden Lane" and is sometimes referred to as the "Condominium" or "Condominiums."

Section 2. **Applicability of By-Laws**. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the Common Elements, whether General Common Elements or Limited Common Elements), but excluding any unused transferable air rights and/or development rights pertaining to the land and building which rights are being reserved by Sponsor for itself, its designee and/or their successors and assigns, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. **Application**. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Addendum to the By-Laws.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Definitions**. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Schedule C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized

terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 5. **Office**. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

BOARD OF MANAGERS

Section 1. **Status of the Board of Managers**. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2. **Number and Term**. The number of Managers which shall constitute the whole Board shall be not less than three (3) and not more than five (5). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners; thereafter, all Managers, other than a representative of Sponsor or its designee, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first such meeting shall be five (5). Thereafter, within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. There shall always be an odd number of Managers. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, the terms of the members of the Board of Managers shall expire annually.

Section 3. **Powers and Duties**. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

a. Contracting for the necessary services for operation, care, upkeep and maintenance of the Common Elements.

b. Determination of the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

c. Collection of the Common Charges and expenses of the Condominium from the Unit Owners.

d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

e. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VI, Section 16).

f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

g. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

h. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

i. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws.

j. Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

k. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

l. To incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (i) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (ii) the terms of the Declaration and these By-Laws shall prevail in the

event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and bylaws;

m. Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

n. Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

o. Negotiation and settlement of all claims and actions relating to the Condominium.

p. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of $10,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (p) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

q. Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments.

r. Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the closing of title to the first Unit ("First Unit Closing"), the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to any contingency fund and/or

capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4%) of the budgeted expenses of the Condominium, and Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed ten percent (10%) of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage 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) increase the number or change the type of employees from that described in Schedule B of the Offering Plan to be filed for the Property or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan to be filed for the Property, unless the annual cost of all other services being provided, is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale, or leasing, or licensing of Units; (iii) interfere with the operation of general or sales and leasing offices at the Property or the actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 3r, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations or to remedy any notice of violation or to remedy any work order by an insurer.

Section 4. **Managing Agent and Manager**. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (l), (o), (p) and (q) of Section 3 of this Article II. Except with respect to Sponsor or Sponsor's designee, the managing agent or manager may not be a member of the Board of Managers.

Section 5. **First Board of Managers**. The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers

until the first meeting of Unit Owners called for the purpose of electing Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 6. **Removal of Members of the Board of Managers**. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-designee, may be removed with or without cause by an affirmative vote of Unit Owners whose aggregate Common Interest exceed fifty percent (50%) of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor or Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is a designee of the Sponsor or a Sponsor-designee, such Board Member shall be deemed to have resigned effective as of the date such ownership interest ceased.

Section 7. **Vacancies**. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of members designated by the Sponsor or Sponsor-designee, shall be filled only by the Sponsor or Sponsor-designee, as the case may be.

Section 8. **Organization Meeting**. The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 9. **Regular Meetings**. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of

Managers, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, telegraph or personal delivery to the Unit owned by such member of the Board of Managers, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 11. **Waiver of Notice**. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum of Board of Managers**. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

Section 13. **Fidelity Bonds**. The Board of Managers shall, in its discretion, obtain fidelity bonds in the amount of $50,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent, if any. The premiums on such bonds shall constitute a Common Expense.

Section 14. **Compensation**. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 15. **Liability of the Board of Managers**. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium

within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. **Executive Committee**. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of two (2) or more members of the Board of Managers, at least one of whom shall be a member designated by the Sponsor or Sponsor-designee so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the managing of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Charges and expenses required for the affairs of the Condominium, (b) to determine the Common Charges payable by the Unit Owners to meet the Common Charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (p) of Section 3 of Article II.

Section 17. **Other Committees**. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one (1) of whom shall be designated by the Sponsor or a Sponsor-designee, so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 16 of Article II.

ARTICLE III

UNIT OWNERS

Section 1. **Annual Meetings**.

(a) Within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit

Purchasers; (ii) the date on which the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all of the Residential Units; or (iii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect Members of the Board of Managers. So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, or Residential Units representing ten percent (10%) or more in Common Interest five (5) years or more subsequent to the First Unit Closing, the Sponsor or Sponsor-designee shall have the right to designate or elect at least two (2) of the five (5) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. Members of the Board of Managers shall serve for a term of one (1) year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) one hundred twenty (120) days after the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Notwithstanding anything to the contrary herein, during Sponsor's Initial Control Period, the Sponsor designated members of the Board of Managers shall not prevent the Board of Managers from voting to compel Sponsor to enforce its obligations to the Condominium under the Offering Plan, as amended. Furthermore, if any one (1) or more Unit Owner elected members of the Board of Managers proposes a vote of the Board of Managers on whether to initiate a lawsuit against Sponsor on behalf of the condominium, any Sponsor designated members of the Board of Managers shall recuse themselves from such vote.

(c) Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers. Further, in such an event, any non-occupant Residential Unit Owner may

serve on the Board of Managers and the Residential Unit Owners shall elect a non-occupant Residential Unit Owner and/or Owners to fill any remaining vacant Residential seat and/or seats on the Board of Managers, after the owner-occupants have taken their seats on the Board of Managers.

Section 2. **Place of Meetings**. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers. At the sole election of the Board of Managers, such meetings may be held solely or partially by means of electronic communication, the platform and service of which shall be determined by the Board of Managers.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business**. The order of business at all meetings of the Unit Owners shall be as follows:

a. Roll call;

b. Proof of notice of meeting;

c. Reading of minutes of preceding meeting;

d. Reports of officers;

e. Report of Board of Managers;

f. Reports of committees;

g. Election of inspectors of election (when so required);

h. Election of members of the Board of Managers (when so required);

i. Unfinished business;

j. New business.

Section 7. **Title to Units**. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or limited liability company or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent or condonation of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. **Voting**. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. The Owners of each Unit (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one (1) or more Units) shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common or by a partnership, corporation, limited liability company, or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. **Majority of Unit Owners**. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. **Majority Vote**. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. **Action Without Meeting**. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. **Designation**. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers**. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers is to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of

secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer**. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc**. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers**. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. **Liability of Officers**. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 15 of these By-Laws.

ARTICLE V

NOTICES

Section 1. **Definition**. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. **Service of Notice Waiver**. 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.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges**. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective percentage of Common Interest. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any. The Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Unit(s).

Notwithstanding anything contained in these By-Laws, the Board of Managers shall be obligated to include in the Common Charges a Common Expense known as a Major Capital Improvement Replacement Reserve Fund which shall be equal to at least ten percent (10%) of the annual Common Charges for the First Year of Condominium operation, subject to Sponsor’s right to obtain a reserve study that may justify the reduction of the requisite percentage. However, the inclusion of such Major Capital Replacement Reserve ("Reserve Contribution") as a Common Expense in any subsequent year shall be at the sole discretion of the Board of Managers. The Board of Managers reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Board of Managers) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, the Reserve Contribution can only be used for the repair and replacement of the Common Elements.

The Board of Managers shall also, where necessary, impose an Assessment or additional Common Charge in order to meet any unanticipated Common Expense. All such Assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interest. Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days written notice prior to the date upon which such Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Assessments as are provided herein for the collection of Common Charges, such Assessments constituting a Common Charge. The Board of

Managers shall advise all Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

The Condominium Board shall advise all Unit Owners in writing promptly after same are determined of the amount of Common Charges payable by each of them and, not later than ten (10) days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser. Until title to all Units has been conveyed, the Sponsor or its designee as the owner of any Unsold Units, may decide that Sponsor will, at Sponsor's or Sponsor's designee's sole option and discretion, in lieu of enforcing the collection of Common Charges by the Board of Managers, pay an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan, provided that such 'in lieu' payments are less than the Common Charges then due. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have Sponsor make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, and during the period that Sponsor controls the Board of Managers, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

Section 2. **Insurance**. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) Commercial general liability coverage insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including any improvements and betterments installed by Unit Owners

or any furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker, or in any event the amount of insurance necessary to avoid the effects of co-insurance; each of said policies shall contain a Condominium Property Endorsement and 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 payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided; (b) worker's compensation insurance, if the Condominium has employees; (c) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers, including any person or persons handling or responsible for funds of the Condominium; (d) disability benefits insurance if the Condominium has employees; (e) directors' and officers' liability coverage covering the Board of Managers; and (f) such other insurance, including, but not limited to, boiler and machinery insurance, as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than $100,000.00), and that the total proceeds thereof, if $100,000.00 or less, shall be payable to the Board of Managers and if more than $100,000.00 shall be payable to the Insurance Trustee, if any.

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 invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insured to the extent as their interests shall also appear. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. 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 then current policies if so requested in writing by them.

In the event that the damage resulting from a fire or other casualty loss shall (a) render one (1) or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (b) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another and for any and all claims which may arise from the public use or Unit Owner use of the sidewalks in front of the Building. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, covering all claims for bodily injury, property damage, and products liability with respect to any one occurrence, together with a commercial umbrella liability policy in the amount of $25,000,000.00.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

The insurance policy for the Condominium obtained by the Board of Managers should require the insurer to notify in writing the Board of Managers (or insurance trustee) and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

If, by reason of the occupancy or use of a particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Notwithstanding the foregoing or any other provisions of these By-Laws, any insurance maintained by the Board of Managers shall not obviate the obligations of the Unit Owners with respect to insurance, maintenance, and/or repair of their respective Units, and if applicable, appurtenant Limited Common Elements (including, but not limited to, the obligations of Unit Owners with respect to fixtures initially installed in their respective Units by the Sponsor or by prior construction).

Section 3. **Repair or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five (75%) in the aggregate of the total Common Interest, and mortgagees of Units whose percentage

of Common Interest totals at least fifty-one percent (51%) in the aggregate of the total Common Interest, do duly and promptly resolve not to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. If the cost of such repair and restoration is in excess of the insurance proceeds, the Board of Managers shall levy a Special Assessment against all Unit Owners, for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the trust funds to be disbursed by the Insurance Trustee, if any, or the Board of Managers, as the case may be. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest, and mortgagees of Units whose percentage of Common Interest totals at least fifty-one percent (51%) 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 the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, if any, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after first payment out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words “promptly repair” are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjustor retained by the Board of Managers. Wherever the words, “promptly resolve” are used it shall also mean not more than sixty (60) days from the date of receipt of said insurance funds.

Section 4. **Payment of Common Charges**. All Unit Owners shall be obligated to pay the Common Charges, including Assessments, assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges, including Assessments, assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges, including Assessments, assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Charges, including Assessments, assessed prior to the foreclosure sale.

Section 5. **Collection of Common Charges and Assessments**. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any Assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late.

Pursuant to Real Property Law Section 339-kk, the Board of Managers has the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if a Non-Occupying Unit Owner is not current on his or her Common Charges, Assessments or late fees, hereinafter ("Charges"). In order to collect rents directly from the Tenant, the Non-Occupying Unit Owner must fail to make the payment of Charges within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and the Non-Occupying Unit Owner providing that, commencing immediately and until such time as all payments for all Charges are made current, all rental payments are to be made directly to the Condominium at the address provided in the notice. Once all charges are current the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such payment and that thereafter all future rental payments should be made to the Non-Occupying Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present his or her supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of Board receiving notice of contest). The Board shall have the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Section 6. **Default in Payment of Common Charges or Assessments**. In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges, or any Assessment as determined by the Board of Managers, which default is greater than fifteen (15) days, such Unit Owner shall be obligated to pay interest at the highest legal rate on such Common Charges or Assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or Assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or Assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of Common Charges or Assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Further, Sponsor will cause the Board of Managers to file a lien as provided for in Real Property Law Section 339-aa 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.

Section 7. **Foreclosure of Liens for Unpaid Common Charges**. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, or any unpaid Assessment, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. **Statement of Common Charges and Assessments**. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges, including Assessments, due from such Unit Owner.

Section 9. **Abatement and Enjoinment of Violations by Unit Owners**. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to

avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Section 10. **Maintenance and Repairs**.

a. All maintenance of, and repairs to, any Unit, ordinary or extraordinary, heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. For the avoidance of doubt the maintenance, repair and replacement of the seven (7) individual condensing units respectively dedicated to Units 1A, 1B, 1C, 7A, 7B, 7C and 7D shall be the respective Unit Owner's sole cost and expense, while the maintenance, repair and replacement of the shared condensing units for the remaining Units shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such maintenance, repair and replacement of the shared condensing units shall be the sole responsibility of the Unit Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment on an equal shared basis as follows:

Condensing Unit	Residential Units Served	Location
ACCU-A	1F, 3D, 4D, 5D, 6D	Bulkhead
ACCU-B-1	1E, 1D, 3C, 4C, 5C, 6C	Bulkhead
ACCU-B-2	1H, 1G, 3E, 4E, 5E, 6E	Bulkhead
ACCU-B-3	3B, 4B, 5B, 6B	Roof
ACCU-B-4	3A, 4A, 5A, 6A	Roof

Further, the individual Unit Owner shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment.

b. All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and Unit windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

c. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Common Expense, if such Limited Common Element is a Limited Common Element for the exclusive use of all of the Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the individual Unit Owner having direct and exclusive access thereto and use thereof at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iii) by the Board of Managers at the sole cost and expense of the individual Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (iv), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

d. Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall (i) comply with all applicable law and building codes; (ii) shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units; and (iii) shall not affect the structural integrity of the Building.

e. Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of

water with respect to any yard, garden, entryway, balcony or terrace, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein (the cost of debris and snow removal from the sidewalks in front of the of the Building and any roof area containing mechanical equipment (other than the condensing units set forth above in subsection (a) of this Section 11) for two (2) or more Units and/or Common Elements of the Building shall be a Common Expense and shall only be the responsibility of the Board of Managers); the Board of Managers shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the sides of the Building shall be a Common Expense. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of balconies, yards, terraces, entryways, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

Section 11. **Restrictions on Use of Units**. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a. The Residential Units shall be used for private residences only, except that a Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Residential Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning law, regulations or ordinance and provided further, that the prior consent of the Board of Managers to such professional use is obtained.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of

any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The storage spaces at the cellar level of the Building may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said storage space by any Residential Unit Owner.

storage spaces shall, at all times, be used only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the storage space. Unit Owners, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration, By-Laws and any and all rules and regulations of the Condominium for the Building as the Board of Managers for the Condominium, or its agents, may from time to time adopt.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a storage space will not be applicable to a storage space held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or storage spaces for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or storage spaces.

b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, doormats, packages, or objects of any kind shall be placed in the lobbies, public halls, public stairways, the elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobbies, public halls, public stairways and elevators shall be used only for normal passage through them.

c. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

f. No portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit, including the Limited Common Elements appurtenant thereto) may be rented.

The terms of subparagraph (b) of this Section 11 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. So long as Sponsor owns any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or

operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan.

g. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, terrace, and/or yard. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

Section 12. **Additions, Alterations or Improvements by Board of Managers**. Subject to the provisions of Section 3 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. **Additions, Alterations or Improvements by Unit Owners**. Except as provided below, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall

provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13 which require the consent of the Board of Managers in connection with a structural addition, alteration or improvement or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units shall not apply to Units owned by the Sponsor or its designee. Neither the Sponsor or its designee shall need such consent. All other provisions of this Section 13 shall apply to all Units.

For example, with respect to any structural addition, alteration or improvement to a Sponsor-owned Unit, such work shall be at the sole cost and expense of the Sponsor and/or its designee, and be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and workmen's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by said Sponsor or its designee, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any structural alteration, addition or improvement, or due to improper design or construction of any structural alteration, addition or improvement. Additionally, the Sponsor and/or its designee shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with any services provided to such alteration, addition or improvement.

Notwithstanding anything to the contrary contained in this Section 13, however, Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor shall have the right, pursuant to the terms of Paragraph 17 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by any of them whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by any of them.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

Section 14. **Use of Common Elements and Facilities**. A Unit Owner shall not place or cause to be placed in the public halls and stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The lobbies, public halls and stairways or other common areas shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-designee shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 11 of this Article VI and in conjunction with the Sponsor's or a Sponsor-designee's exercise of the rights retained by Sponsor in the Condominium Declaration.

The Owner of a Unit or Owner or Owners of any two (2) or more Units, which Unit or Units is/are the only Unit(s) serviced or benefitted by any General or Limited Common Element adjacent or appurtenant to such Unit(s) (for example, the portion at the end of any hallway that is directly adjacent to any such Unit(s) located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements, shall, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee), have the right to use such General or Limited Common Elements exclusively, as if it were a part of such Unit(s) (including the right, in the example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such an event, however, such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Owner or

Owners exercise such exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

The storage spaces at the cellar level of the Building may be used only for the storage of personal effects of said Unit Owner and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein.

The storage spaces may not be used as dwelling space: negligence to this requirement may result in violation placed against the Building which will be the obligation of the individual Unit Owner to remove.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a storage space will not be applicable to a storage space held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or storage spaces for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or storage spaces.

Each storage space which is part of a Residential Unit shall be made available for the exclusive use of an individual Unit Owner. The use of any such storage space shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers. The Sponsor and the Board cannot make any representation that the storage spaces will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the storage spaces. Residential Unit Owners who place items in the storage spaces do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the storage spaces, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Section 15. **Right of Access**. A Unit Owner shall grant a right of access to his Unit, including its storage space, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit, including its storage space, and threatening another Unit, storage space, or another Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. **Rules of Conduct**. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as **Schedule A.** Notwithstanding this provision, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or its designee without Sponsor's or its designee's prior written consent.

Section 17. **Water Charges and Sewer Rents**. Water shall be supplied to all of the Units and the Common Elements on the basis of one (1) or more meters or submeters for the Building or pursuant to a frontage charge. Any water and sewer bills received by a Unit Owner shall immediately be rendered to the Board of Managers for payment. In no event shall the Board of Managers be responsible for loss of service to any Unit, interest or penalties, due to a delay in paying such bills resulting from a Unit Owner not tendering a bill. Any interest or penalties due for such late payments will be an additional assessment to be paid by the Unit Owner who failed to timely tender any bill. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 18. **Electricity and Gas**. Electricity shall be supplied by the public utility company with Residential Unit distribution being individually sub-metered by a residential sub-meter assembly and technology. through separate meters. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his or her Unit to the public utility. All public lighting and power in the common elements will be metered by a house meter.

Electrical service to the building is provided by Con Edison, with Residential Unit distribution being individually sub-metered by a residential sub-meter assembly and technology provided and managed by Quad Logic. All public lighting and power in the common areas and General Common Elements shall be metered by one (1) or more meters or submeters, and the Board of Managers shall pay the bills for such consumption as a Common Expense.

The Building will have no gas service.

Section 19. **Review of Real Estate Tax Assessments**. It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said

proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Section 20. **Vault Charges**. All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the Common Elements of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Common Expense.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Board of Managers**. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges**. The Board of Managers, shall provide a timely written notice to any mortgagee and guarantor of the mortgagee of a Unit in the event of any such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto, which remains uncured after sixty (60) days.

Section 3. **Notice of Default**. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. **Examination of Books**. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice to the manager, managing agent or Board of Managers on business days.

Section 5. **Notice of Changes to Units and/or Common Elements**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed amendment to the Condominium Offering Plan, Declaration and/or By-Laws effecting a change in (i) the size or location of any Unit or the exclusive easement rights, if any, appertaining thereto; (ii) any change in the percentage of Common Interest of a Unit or Common Charges payable by a Unit Owner to the Condominium; (iii) any change in the number of votes each Unit Owner shall be entitled to cast at a meeting of Unit Owners; and (iv) any change

to the restrictions on use of the Units or Common Elements. The Board of Managers shall promptly notify any mortgagee of a Unit of any proposed action that requires the consent of a specified percentage of mortgagees.

Section 6. **Notice of Termination of the Condominium**. The Board of Managers shall promptly notify any mortgagee of a Unit of any proposed termination of the Condominium, and of any proposed action that requires the consent of mortgagees of Units whose percentage of Common Interest totals at least fifty-one percent (51%) in the aggregate of the total Common Interest.

Section 7. **Notice of Condemnation or Casualty**. The Board of Managers shall promptly notify any mortgagee of a Unit of any taking in condemnation or by eminent domain or any casualty loss of a material portion of the Common Elements or a portion of any Unit on which there is a first mortgage, and of any proposed action that requires the consent of a specified percentage of mortgagees.

Section 8. **Notice of Insurance**. The Board of Managers shall promptly notify any mortgagee of a Unit of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium, and of any proposed action that requires the consent of a specified percentage of mortgagees.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to a mortgagee, there shall be implied mortgagee approval when a mortgagee fails to respond after sixty (60) days written notice provided notice was delivered by certified or registered mail with a return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases**. No Unit Owner other than the Sponsor or a Sponsor-designee may sell or lease his Unit, or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee need not comply with such provisions. Sponsor or a Sponsor-designee shall have the right, without the payment of any fees or charges to the Board of Managers or the Managing Agent, to sell its Unit(s) or lease its Unit(s) without the Board of Managers having any right of first refusal to purchase or lease such Unit(s), and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

With regard to a Roof Deck Unit, the following restrictions apply. A Roof Deck Unit may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. Residential Unit Owners can only rent their respective Roof

Deck Units to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Roof Deck Units held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Roof Deck Units to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, the Sponsor and/or a Sponsor-designee will only sell a Roof Deck Unit to a Residential Unit Owner.

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any Roof Deck Units, including, but not limited to, increasing the number of Roof Deck Units, in its sole discretion in order to sell, assign and/or lease any of the Roof Deck Units.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said twenty (20) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the

State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within twenty (20) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the twenty (20) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by Julius Blumberg, Inc., or The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

No assignment or transfer of an executed Purchase Agreement between Sponsor and any purchaser shall be permitted without the prior written consent of Sponsor which may be withheld for any reason. Any purported assignment of a Purchase Agreement in violation hereof shall be voidable at the option of Sponsor.

Prior to, and for eighteen (18) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale without Sponsor’s prior written consent. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers or Sponsor, as the case may be.

Section 2. **Consent of Unit Owners to Purchase or Lease of Units by Board of Managers**. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. **Release by Board of Managers of Right of First Refusal**. The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. **Certificate of Termination of Right of First Refusal**. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. **Financing of Purchase of Units by Board of Managers**. Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. **Exceptions**. The provisions of Section 1 of this Article VIII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. **Gifts and Devises, etc**. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. **Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common**. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Common Charges and Assessments**. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11. **Mortgage of Units**. No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. The Sponsor and/or its designee may encumber its Unit or Units with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. **Fees and Charges**. The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VIII except such charges and fees shall not apply to a sale

or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor.

ARTICLE IX

CERTAIN REMEDIES

Section 1. **Self Help**. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit or its appurtenant Limited Common Elements pursuant to the terms of Article VI hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 2. **Abatement and Enjoinment**.

a. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

b. The violation or breach of any of the terms of the Condominium Documents with respect to any of the rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 3. **Remedies Cumulative**. The remedies specifically granted to the Board of Managers or to the Sponsor or its designee in this Article IX or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one (1) time or at different times, concurrently or in any order, in

the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 4. **Costs and Expenses**. All sums of money expended, and all costs and expenses incurred, including, but not limited to, reasonable attorney's fees, by (i) the Board of Managers in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 1 or paragraph (a) of Section 2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (b) of Section 2 hereof, shall be immediately payable by such Unit Owner to the Board of Managers in the event set forth in subparagraph (i) hereof or by the offering party (i.e., the Board of Managers or the Unit Owner) to Sponsor, in the event set forth in subparagraph (ii) hereof, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month, but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law. All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE X

CONDEMNATION

Section 1. **Condemnation**. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $100,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than $100,000.00. If seventy-five percent (75%) or more of the Unit Owners, including Sponsor and/or Sponsor's designees as the Holder of Unsold Units, duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, if any, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners, including Sponsor and/or Sponsor's designees as the Holder of Unsold Units, do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. If applicable, the vote of Sponsor and/or Sponsor's designees as the Holder of Unsold Units will be subject to the approval of any holder of a mortgage encumbering said Unsold Units. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of

first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE XI

RECORDS

Section 1. **Records and Audits**. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as 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. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or, public accountant by March 15th of each calendar year for the prior fiscal year;

(b) Prior notice of the annual Unit Owner’s meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium, within ten (10) days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. **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 these By-Laws, or the intent of any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver**. No restriction, condition, obligation, or provision contained in these By-Laws, 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 thereof which may occur.

Section 5. **Insurance Trustee**. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of three (3) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of two (2) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 6. **Definition of "Mortgagee"**. As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" shall include the holder of any construction loan mortgage which shall be a lien on a unit.

Section 7. **Lot-Line Windows**.

There are lot-line windows in certain Units along the eastern façade of the Building (collectively, the "Lot-Line Windows"). Specifically, the Lot-Line Windows are located as follows:

Unit	Location
3C	Office
4C	Office
5C	Office
6C	Office
PH-C	Office

Generally, lot-line windows do not provide the legal light and air required for residential occupancy, and enlargement or expansion by the owner of a building located on an adjacent property opposite the lot line could necessitate the sealing of such lot-line windows. In the aforementioned Units containing one or more Lot-Line Windows, the legal light and air which is required for residential occupancy is being provided by the windows on the north, east and/or west façades. Lot-line windows (3' or less from the lot line) shall not be credited towards meeting the mandatory light and ventilation requirements, unless they meet the exception. All windows at the Building are fully compliant with all applicable building codes and regulations.

Pursuant to the By-Laws of the Condominium, located in Part II of the Offering Plan, in the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction is estimated to be $4,500 per window and shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Line windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

ARTICLE XIII

AMENDMENTS TO THE BY-LAWS

Section 1. **Amendment to By-Laws**. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. No amendment or modification which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee. However, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or its designee, in the sole discretion of Sponsor or its designee, as the case may be, without the prior written consent of Sponsor or its designee. Additionally, the By-Laws, including the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the lien of any mortgage without the prior written consent of the mortgagee.

Notwithstanding anything contained herein, Sponsor hereby reserves itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners for the sole purpose of conforming the By-Laws to the requirements of applicable

state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of the HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

Additionally, notwithstanding anything contained herein, (i) any amendments to these By-Laws of a material adverse nature to mortgagees of Condominium Units must be agreed to by mortgagees of Condominium Units that whose percentage of Common Interest totals at least fifty-one percent (51%) in the aggregate of the total Common Interest of the Condominium that are subject to mortgages, (ii) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs shall require the consent of mortgagees of Condominium Units whose percentage of Common Interest totals at least fifty-one percent (51%) in the aggregate of the total Common Interest of the Condominium that are subject to mortgages. However, implied approval shall be assumed when a mortgagee of any Condominium Unit shall fail to submit a response to any written proposal for an amendment, based on (i) and (ii) above, 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.

ARTICLE XIV

CONFLICTS

Section 1. **Conflicts**. 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 of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XV

ARBITRATION

Section 1. **Procedure**. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a preceding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. Such arbitration shall be required to be submitted as expedited arbitration. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 2. **Variation by Agreement**. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect**. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses**. The fees, costs and expenses of the arbitrator shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

Section 5. **Sponsor's and Sponsor-designee's Option Not to Arbitrate**. Notwithstanding anything herein to the contrary, Sponsor, and/or its designee, shall not be obligated to arbitrate any matter arising under its ownership or sale of Units in the Building. The decision to arbitrate any such matter will be in the sole discretion of Sponsor or its designee. In the event that Sponsor or Sponsor's designee elects not to arbitrate, Sponsor or Sponsor's designee shall have all remedies available to it at equity and law.

SCHEDULE A

ADDENDUM TO THE BY-LAWS OF THE CONDOMINIUM OF THE PREMISES KNOWN AS LINDEN LANE CONDOMINIUM 349 WEST 51ST STREET NEW YORK, NEW YORK 10019

RULES AND REGULATIONS

1. The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers. Further, any accessory space which is part of any Unit is not meant for living or sleeping purposes. Such use of the accessory space is prohibited by the Zoning Resolution of the City of New York, as amended.

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

The storage spaces at the cellar level of the Building may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or

shall otherwise create a nuisance shall be permitted to be brought into or stored in said storage space by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a storage space will not be applicable to a storage space held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or storage spaces for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or storage spaces.

2. Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one foot (1') by two feet (2'). Additionally, the right is reserved by Sponsor and its designee to maintain and staff one (1) or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

3. No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

4. Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

5. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of

Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

6. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers, unless such installation is required by law, nor shall anything be projected out of any window of any Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

7. No exterior of any Residential Unit, including the private balcony, yard or terrace, or the windows or doors thereof, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

8. Plantings on any private balcony, yard or terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the private balcony, yard or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches (3") from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private balcony, yard or terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private balcony, yard or terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

9. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

10. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon

or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

11. Each Unit Owner shall keep his 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 of a Unit, or any private balcony, yard or terrace areas, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, or open private balconies, yard or terrace areas, or placed upon the window sills of the Building.

12. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

13. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

14. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

15. Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units by a Unit Owner unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. No tenant of any Unit pursuant to a lease or other occupancy agreement shall be permitted to raise, breed, keep, or harbor any bird, reptile, or animal, including

a domesticated dog or cat without, in each instance, having first been expressly permitted to do so, in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, balconies, yard terraces, roof terraces or other public portions of the Building, or on the sidewalk or street adjacent to the Building. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

16. Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

17. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

18. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

19. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

20. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

21. No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner’s Unit.

22. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

23. Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

24. Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

25. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

26. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

27. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

28. Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

29. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

30. There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

32. Nothing shall be done or kept in any Unit or in the Common Elements, including but not limited to the storage spaces, that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit and/or in the Common Elements, including but not limited to the storage spaces, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

33. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

34. The Board of Managers or the Managing Agent shall retain a pass-key to each Roof Deck Unit and Residential Unit, including its storage space. No Unit Owner shall change any lock on any door leading into his Roof Deck Unit and Residential Unit, including its storage space without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit, including its storage space, if any, promptly after such Unit Owner moves into his Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit, including its storage space. If Sponsor or the Board of Managers must gain access to a Roof Deck Unit and/or Residential Unit, including its storage space for emergency purposes and a Roof Deck Unit and/or Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Roof Deck Unit and/or Residential Unit, including its storage space, caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his Unit, including its storage space, at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit, including its storage space, without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Roof Deck Unit and Residential Unit Owner's property).

35. If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and

neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

36. No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

37. The use of: (i) the residential storage spaces located at the cellar level of the Building; (ii) bicycle storage room, gym, yoga studio, coworking space and remote conferencing space, and storage area located at the cellar level of the Building; (iii) the interior courtyard corridor, lobby and mail area located at the first floor of the Building; and (iv) the common terrace area located at the main roof level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion. Further, the Board of Managers reserves the right, in its sole discretion, to establish usage fees for certain Building amenities, including, but not limited to, the bicycle storage room; however, such usage fees shall be based upon the cost of maintenance and operation of the applicable areas.

38. The use of the unattended gym, yoga studio, and coworking space and remote conferencing space at the cellar level of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

39. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

40. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

41. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the non-public areas of the main roofs of the Building.

42. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic

cigarettes, in any area of the Building, whether indoor or outdoor, at any time. For clarification of doubt, smoking shall be prohibited in all common areas of the Building as well as in all Units and Limited Common Elements appurtenant thereto, including any private balcony, terrace, and/or yard. This paragraph shall be deemed to be incorporated into the Purchase Agreement for each Unit. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

43. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be.

FORM OF INTERIM USE AND OCCUPANCY AGREEMENT

The Sponsor and Purchaser/Occupant agree as of _____ that Purchaser/Occupant shall use and occupy the Apartment (Apartment shall mean "Unit" where applicable herein) as follows:

SPONSOR/OWNER:
Cadence 51/52 Development LLC
c/o Cadence Property Group LLC
65 West 13th Street, 4th Floor
New York, New York 10011

PURCHASER/OCCUPANT:
[TBD]

Address for Notices: Same as Above

Apartment #___ at Linden Lane Condominium, 349 West 51st Street, New York, NY 10019

Term see **Paragraph** 33

Security $TBD; **Rent** $TBD

Bank: Not Applicable

Use and Occupancy Fee is $TBD per month for each of the maximum of Twelve (12) months. At the closing of title to the Unit Purchaser/Occupant and Sponsor shall adjust the use and occupancy fee on a pro rata basis for the month in which the closing occurs.

1. **Use.** The Apartment must be used only for residential use as a private Apartment to live in and for no other reason. Only a party signing this Interim Use and Occupancy Agreement and/or the spouse and children of that party may use the Apartment. All references to "Purchaser/ Occupant" shall be read to mean "Purchaser and/or Occupant."

2. **Failure to give possession.** Sponsor and Owner, hereinafter collectively referred to as Sponsor, shall not be liable for failure to give Purchaser/Occupant possession of the Apartment on the beginning date of the Term. Use and Occupancy Fee shall be payable as of the beginning of the Term unless Sponsor is unable to give possession. Use and Occupancy Fee shall then be payable as of the date possession is available. Sponsor must give possession within a reasonable time, if not, Purchaser/Occupant may cancel and obtain a refund of money deposited for Use and Occupancy Fee. Sponsor will notify Purchaser/Occupant as to the date possession is available. The ending date of the Term will not change.

3. **Use and Occupancy Fee, added use and occupancy fee.** The use and occupancy fee payment for each month must be paid on the first day of that month at Sponsor's address. Sponsor need not give notice to pay the use and occupancy fee. Use and Occupancy Fee must be paid in full. The first month's use and occupancy fee and security is to be paid when Purchaser/Occupant signs this Interim Use and Occupancy Agreement. Purchaser/Occupant may be required to pay

other charges to Sponsor under the terms of this Interim Use and Occupancy Agreement. They are to be called "added use and occupancy fee." This added use and occupancy fee is payable as use and occupancy fee, together with the next monthly use and occupancy fee due. If Purchaser/Occupant fails to pay the added use and occupancy fee on time, Sponsor shall have the same rights against Purchaser/Occupant as if Purchaser/Occupant failed to pay use and occupancy fee.

4. **Notices.** Any bill, statement or notice must be in writing. If to Purchaser/Occupant, it must be delivered or mailed to the Purchaser/Occupant at the Apartment. If to Sponsor it must be mailed to Sponsor's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Sponsor must notify Purchaser/Occupant if Sponsor's address is changed.

5. **Security.** Purchaser/Occupant has given security to Sponsor in the amount stated above. The security has been deposited in the Bank named above and delivery of this use and occupancy agreement is notice of the deposit. If the Bank is not named, Sponsor will notify Purchaser/Occupant of the Bank's name and address in which the security is deposited.

If Purchaser/Occupant does not pay use and the occupancy fee on time, Sponsor may use the security to pay for use and occupancy fee past due. If Purchaser/Occupant fails to perform any other term in this Interim Use and Occupancy Agreement, Sponsor may use the security for payment of money Sponsor may spend, or damages Sponsor suffers because of Purchaser/Occupant's failure. If the Sponsor uses the security, Purchaser/Occupant shall, upon notice from Sponsor, send an amount equal to the sum used by Sponsor. At all times Sponsor is to have the amount of security stated above.

If Purchaser/Occupant fully performs all terms of this Interim Use and Occupancy Agreement, pays the use and occupancy fee on time and leaves the Apartment in good condition on the last day of the Term or closes title pursuant to the Purchase Option Agreement, as amended, , then Sponsor will return the security being held.

If Sponsor sells or leases the Building, Sponsor may give the security to the buyer or lessee. Sponsor will notify Purchaser/Occupant by certified mail of the name and address of the new buyer or lessee of the building to whom the deposit has been transferred. In that event Purchaser/Occupant will look only to the buyer or lessee for the return of the security. The security is in a trust fund for Purchaser/Occupant. The Sponsor may use the security as stated in this Section. Sponsor may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Sponsor as stated Sponsor will give Purchaser/Occupant the interest less the sum Sponsor is allowed to keep for expenses. If the law does not require security to bear interest, Purchaser/Occupant will not be entitled to it.

6. **Services.** Sponsor will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Purchaser/Occupant to stop paying use and occupancy fee, to make a money claim or to claim eviction. Purchaser/Occupant

may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Sponsor, caused by Purchaser/Occupant's act or neglect, may be repaired by Sponsor at Purchaser/Occupant's expense. The repair cost will be an added use and occupant fee.

Purchaser/Occupant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Purchaser/Occupant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Sponsor or with Sponsor's written consent. Purchaser/Occupant must not use more electric than the wiring or feeders to the Building can safely carry.

Sponsor may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

7. **Alterations.** Purchaser/Occupant must obtain Sponsor's prior written consent to install any paneling, flooring, "built in" decoration, partitions, railings or make alterations or to paint or wallpaper the Apartment. Purchaser/Occupant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Sponsor when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Sponsor has the right to demand that Purchaser/Occupant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least fifteen (15) days before the end of the Term. Purchaser/Occupant shall comply with the demand at Purchaser/Occupant's own cost. Sponsor is not required to do or pay for any work unless stated in this Interim Use and Occupancy Agreement.

If a Mechanic's Lien is filed on the Apartment or Building for Purchaser/Occupant's failure to pay for alterations or installations in the Apartment, Purchaser/Occupant must immediately pay or bond the amount stated in the Lien. Sponsor may pay or bond the Lien if Purchaser/Occupant fails to do so within twenty (20) days after Purchaser/Occupant is given notice of the Lien. Sponsor's reasonable costs shall be an added use and occupancy fee.

8. **Repairs.** Purchaser/Occupant must take good care of the Apartment and all equipment and fixtures in it. Sponsor will repair the plumbing, heating and electrical systems. Purchaser/ Occupant must, at Purchaser/Occupant's cost, make all repairs and replacements whenever the need results from Purchaser/Occupant's act or neglect. If Purchaser/Occupant fails to make a needed repair or replacement, Sponsor may do it. Sponsor's reasonable expense will be an added use and occupancy fee.

9. **Fire, accident, defects, damage.** Purchaser/Occupant must give Sponsor prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Purchaser/Occupant is not required to pay the use and occupancy fee for the time the apartment is unusable. If part of the apartment cannot be used, Purchaser/Occupant must pay use and occupancy fee for the usable part. Sponsor shall have the right to decide which part of the Apartment is usable. Sponsor need only repair the damaged part of the Apartment. Sponsor is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Sponsor. Sponsor is not responsible for delays due to

settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Sponsor's control.

If the apartment cannot be used, Sponsor has thirty (30) days to decide whether to repair it. Sponsor's decision to repair must be given to Purchaser/Occupant within 30 days of the fire or casualty. Sponsor shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Sponsor's control. If Sponsor fails to give Purchaser/Occupant notice of its decision within thirty (30) days, Purchaser/Occupant may cancel this Interim Use and Occupancy Agreement as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Sponsor begins to repair or before Sponsor notifies Purchaser/Occupant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Purchaser/Occupant or guest of Purchaser/Occupant all repairs will be made at Purchaser/Occupant's expense and Purchaser/ Occupant must pay the full use and occupancy fee with no adjustment. The cost of the repairs will be an added use and occupancy fee.

Sponsor has the right to demolish or rebuild the Building if there is substantial damage, by fire or other casualty. Even if the Apartment is not damaged, Sponsor may cancel this Use and Occupancy Agreement within thirty (30) days after the substantial fire or casualty by giving Purchaser/Occupant notice of Sponsor's intention to demolish or rebuild. This Interim Use and Occupancy Agreement will end thirty (30) days after Sponsor's cancellation notice to Purchaser/Occupant. Purchaser/Occupant must deliver the Apartment to Sponsor on or before the cancellation date in the notice and pay all use and occupancy fee due to the date of the fire or casualty. If this Interim Use and Occupancy Agreement is cancelled Sponsor is not required to repair the Apartment or Building. The cancellation does not release Purchaser/Occupant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor within a one hundred twenty (120) day period notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

10. **Liability.** Sponsor is not liable for loss, expense, or damage to any person or property, unless due to Sponsor's negligence. Sponsor is not liable to Purchaser/Occupant for permitting or refusing entry of anyone into the Building.

Purchaser/Occupant must pay for damages suffered and reasonable expenses of Sponsor relating to any claim arising from any act or neglect of Purchaser/Occupant. If an action is brought

against Sponsor arising from Purchaser/Occupant's act or neglect Purchaser/Occupant shall defend Sponsor at Purchaser/Occupant's expense with an attorney of Sponsor's choice.

Purchaser/Occupant is responsible for all acts of Purchaser/Occupant's family, employees, guests or invitees.

11. **Entry by Sponsor.** Sponsor may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Sponsor decides is necessary. At reasonable hours Sponsor may show the Apartment to possible buyers, lenders, or lessee of the entire Building or land. At reasonable hours Sponsor may show the Apartment to possible or new purchaser/occupants during the last four (4) months of the Term, if applicable. Entry by Sponsor must be on reasonable notice except in emergency.

12. **Assignment and Sublease.** Purchaser/Occupant may not assign this Interim Use and Occupancy Agreement or sublet all or part of the Apartment or permit any other person to use the Apartment, unless consented to in writing by Sponsor.

13. **Subordination.** This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights, are subject and subordinate to all present and future (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Purchaser/Occupant must promptly execute any certificate(s) that Sponsor requests to show that this Interim Use and Occupancy Agreement is so subject and subordinate. Purchaser/Occupant authorizes Sponsor to sign these certificate(s) for Purchaser/Occupant. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Offering Plan and the Condominium Declaration for **Linden Lane**, as may be amended from time to time.

14. **Condemnation.** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Purchaser/Occupant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Sponsor may cancel this Interim Use and Occupancy Agreement on notice to Purchaser/Occupant. The notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If this Interim Use and Occupancy Agreement is cancelled, Purchaser/Occupant must deliver the Apartment to Sponsor on the cancellation date together with the total use and occupancy fee due to that date. The entire award for any taking belongs to Sponsor. Purchaser/Occupant gives Sponsor any interest Purchaser/Occupant may have to any part of the award. Purchaser/Occupant shall make no claim for the value of the remaining part of the Term.

15. **Purchaser/Occupant Duty to Obey Laws and Regulations.** Purchaser/Occupant must, at Purchaser/Occupant's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Sponsor's insurers, Board of Fire Underwriters, or similar groups. Notices received by Purchaser/ Occupant from any authority or group must be promptly delivered to Sponsor. Purchaser/Occupant may not do anything which may increase

Sponsor's insurance premiums. If Purchaser/Occupant does, Purchaser/Occupant must pay the increase in premium as an added use and occupancy fee.

16. **Purchaser/Occupant's Default.** A. Sponsor must give Purchaser/ Occupant written notice of default stating the type of default. The following are defaults and must be cured by Purchaser/Occupant within the time stated:

(1) Failure to pay the use and occupancy fee or an added use and occupancy fee on time. Three (3) days in which to cure.

(2) Failure to move into the Apartment within fifteen (15) days after the beginning date of the Term. Ten (10) days in which to cure.

(3) Issuance of a court order under which the Apartment may be taken by another party. Ten (10) days in which to cure.

(4) Improper conduct by Purchaser/Occupant annoying other purchaser/occupants. Ten (10) days in which to cure.

(5) Failure to comply with any other term or Rule in this Use and Occupancy Agreement. Ten (10) days in which to cure.

A. If Purchaser/Occupant fails to cure the default in the time stated, Sponsor may cancel this Interim Use and Occupancy Agreement by giving Purchaser/Occupant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than ten (10) days after the date of the notice. On the cancellation date in the notice the Term of this Interim Use and Occupancy Agreement shall end. Purchaser/Occupant must leave the Apartment and give Sponsor the keys on or before the cancellation date. Purchaser/Occupant continues to be responsible as stated in this Interim Use and Occupancy Agreement. If the default cannot be cured in the time stated, Purchaser/Occupant must begin to cure within that time and continue diligently until cured.

B. If Purchaser/Occupant's application for the Apartment contains any material misstatement of fact, Sponsor may cancel this Interim Use and Occupancy Agreement. Cancellation shall be by cancellation notice as stated in Paragraph 16A hereof.

C. If (1) this Interim Use and Occupancy Agreement is cancelled; or (2) use and occupancy fee or an added use and occupancy fee is not paid on time; or (3) Purchaser/Occupant vacates the Apartment, Sponsor may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Purchaser/Occupant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Interim Use and Occupancy Agreement is cancelled, or Sponsor takes back the Apartment, the following shall occur:

(1) The Use and Occupancy Fee and an added use and occupancy fee for the unexpired Term become immediately due and payable.

(2) Sponsor may relet the Apartment and anything in it. The reletting may be for any Term. Sponsor may charge any rent or no rent and give allowances to the new tenant. Sponsor may, at Purchaser/Occupant's expense, do any work Sponsor reasonably feels needed to put the Apartment in good repair and prepare it for renting. Purchaser/Occupant shall be liable for any cost and expense of Sponsor for any necessary repair.

(3) Any use and occupancy fee received by Sponsor for the re-renting shall be used first to pay Sponsor's expenses and second to pay any amounts Purchaser/Occupant owes under this Interim Use and Occupancy Agreement. Sponsor's expenses include the costs of obtaining possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers' fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Sponsor may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Sponsor's rights. Purchaser/Occupant is not entitled to any excess of use and occupancy fees collected over the use and occupancy fee paid by Purchaser/Occupant to Sponsor under this Interim Use and Occupancy Agreement.

(5) If Sponsor relets the apartment combined with other space an adjustment will be made based on square footage. Money received by Sponsor from the next purchaser/occupant other than the monthly use and occupancy fee, shall not be considered as part of the use and occupancy fee paid to Sponsor. Sponsor shall be entitled to all of the use and occupancy fee.

If Sponsor relets the Apartment the fact that all or part of the next purchaser/occupant's use and occupancy fee is not collected does not affect Purchaser/Occupant's liability. Sponsor has no duty to collect the next purchaser/occupant's use and occupancy fee. Purchaser/Occupant must continue to pay use and occupancy fee, damages, losses and expenses without offset.

E. If Sponsor takes possession of the Apartment by Court order, or under this Interim Use and Occupancy Agreement, Purchaser/Occupant has no right to return to the Apartment.

17. **Jury Trial and Counterclaims.** Sponsor and Purchaser/Occupant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Interim Use and Occupancy Agreement or the Apartment. This does not include actions for personal injury or property damage and warranty of habitability actions. Purchaser/Occupant gives up any right to bring a counterclaim or set-off in any action by Sponsor against Purchaser/Occupant on any matter directly or indirectly related to this Interim Use and Occupancy Agreement.

18. **No Waiver, illegality.** Sponsor's acceptance of use and occupancy fee or failure to enforce any term in this Interim Use and Occupancy Agreement is not a waiver of any of Sponsor's rights. If a term in this Interim Use and Occupancy Agreement is illegal, the rest of this Use and Occupancy Agreement remains in full force.

19. **Insolvency.** If (1) Purchaser/Occupant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Purchaser/Occupant or Purchaser/Occupant's property is appointed, Sponsor may give Purchaser/Occupant thirty (30) days' notice of cancellation of the Term of this Interim Use and Occupancy Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. Purchaser/Occupant must continue to pay the use and occupancy fee, damages, losses and expenses without offset. If Purchaser/Occupant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Purchaser/Occupant, Sponsor may not terminate this Interim Use and Occupancy Agreement.

20. **Rules.** Purchaser/Occupant must comply with all Rules and Regulations (the "Rules") at the end of the By-Laws in the Condominium Offering Plan for **Linden Lane**. Notices of new or revised Rules, if applicable, will be given to Purchaser/Occupant. Sponsor need not enforce Rules against other purchasers/occupants. Sponsor is not liable to Purchaser/Occupant if another purchaser/occupant violates the Rules. Purchaser/Occupant receives no special rights under the Rules, including the following:

(1) The comfort or rights of other Purchaser/Occupants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof, except within common areas, if any. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas. The fire escapes, if any, shall only be used for fire egress purposes.

(3) Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances, if any.

(4) Purchaser/Occupant must give to Sponsor keys to all locks. Doors and garage door, if any, must be locked at all times. Windows must be locked when Purchaser/Occupant is out.

(5) Apartment floors must be covered by carpets or rugs.

(6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building without Sponsor's prior written consent.

(7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(8) Laundry machines, if any, are used at Purchaser/Occupant's risk and cost. Instructions must be followed.

(9) Moving furniture, fixtures or equipment must be scheduled with Sponsor. Purchaser/Occupant must not send Sponsor's employees on personal errands.

(10) Purchaser/Occupant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

21. **Representations, Changes in This Interim Use and Occupancy Agreement.** Purchaser/Occupant has read this Interim Use and Occupancy Agreement. All promises made by the Sponsor are in this Interim Use and Occupancy Agreement. There are no other Sponsor representations. This Interim Use and Occupancy Agreement may be changed only by an agreement in writing signed by and delivered to each party.

22. **Sponsor Unable to Perform.** If due to labor trouble, government order, lack of supply, Purchaser/Occupant's act or neglect, or any other cause not fully within Sponsor's reasonable control, Sponsor is delayed or unable to (a) carry out any of Sponsor's promises or agreement, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Interim Use and Occupancy Agreement shall not be ended or Purchaser/Occupant's obligations affected. Purchaser/Occupant may enforce its rights under the warranty of habitability.

23. **End of Term.** At the end of the Term, Purchaser/Occupant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Purchaser/Occupant's property and all Purchaser/Occupant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

24. **Punchlist.** Purchaser/Occupant has inspected the Apartment and Building and submitted a Punchlist Inspection Statement to Sponsor, a copy of which is attached hereto. Purchaser/Occupant states that the Apartment is in good order and repair and takes the Apartment as is except for items listed on the Punchlist Inspection Statement attached hereto which are Sponsor's obligation to cure pursuant to the terms of the Offering Plan. Since Purchaser/Occupant will be occupying the subject condominium apartment prior to the closing under his Purchase Option Agreement, as amended, , Purchaser/Occupant agrees to assume all risk and responsibility for the condition of the Apartment from and after the date hereon, and agrees to accept the condominium apartment at closing under the Purchase Option Agreement, as amended, in its then existing condition, without any obligation of the Sponsor to make any repairs, improvements or alterations except as may be required above.

25. **Sponsor's Warranty of Habitability.** Sponsor states that the Apartment is fit for human living and there is no condition dangerous to health, life or safety. This warranty applies to all sections of this Interim Use and Occupancy Agreement. Purchaser/Occupancy may not waive any of Purchaser/Occupant's rights under this warranty.

26. **Sponsor's Consent.** If Purchaser/Occupant requires Sponsor's consent to any act and such consent is not given, Purchaser/Occupant's only right is to ask the Court to force Sponsor to give

consent. Purchaser/Occupant agrees not to make any claim against Sponsor for money or subtract any sum from the use and occupancy fee because such consent was not given.

27. **Use and Occupancy Agreement Binding On.** This Interim Use and Occupancy Agreement is binding on Sponsor and Purchaser/Occupant and their heirs, distributees, executors, administrators, successors and lawful assign.

28. **Sponsor.** Sponsor means the owner, or the lessee of the Building, or the holder of unsold Units or shares, or a lender in possession. Sponsor's obligations end when Sponsor's interest in the Unit or Building, as the case may be, is transferred. Any acts Sponsor may do may be performed by Sponsor's agents or employees.

29. **Paragraph headings.** The paragraph headings are for convenience only.

30. Notwithstanding anything above to the contrary, it is hereby acknowledged and agreed that simultaneously with the execution of this Interim Use and Occupancy Agreement, the Purchaser/Occupant shall execute the Rider to Purchase Agreement, as amended amending the Purchase Agreement, as amended (collectively the "Purchase Agreement, as amended,"), with the Sponsor for the purchase of Unit ___ at **Linden Lane**. It is herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under said Purchase Agreement, as amended, which default shall not be cured by the default cure period set forth in the Purchase Agreement, as amended, then Sponsor (at Sponsor's sole option) shall have the right to cancel this Interim Use and Occupancy Agreement so long as such default shall be continuing, it being intended that a default under the Purchase Agreement, as amended, shall constitute a default under this Interim Use and Occupancy Agreement. In the event Sponsor exercises its right of cancellation, then this Interim Use and Occupancy Agreement shall cease and come to an end upon Sponsor's sending Purchaser/Occupants five (5) days prior written notice of its intention to cancel this Interim Use and Occupancy Agreement, except Purchaser/Occupants shall remain liable for any amounts unpaid up to the date such cancellation becomes effective (it being intended that the provisions of this sentence shall survive such cancellation). It is also herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under this Interim Use and Occupancy Agreement, then the Sponsor, shall have the right to cancel such Purchase Agreement, as amended, it being a default under the Purchase Agreement, as amended (the provision of this sentence shall be deemed to supplement said Purchase Agreement, as amended, and shall inure to the benefit of said Sponsor). If Sponsor elects to cancel, Purchaser/Occupant shall have five (5) days after the sending of the cancellation notice to Purchaser within which to cure the specified default. Time is of the essence to cure such default within said five (5) day period. If such default is not so cured the Purchase Agreement, as amended, shall be deemed terminated and Sponsor shall have the right to retain, as and for liquidated damages all Down Payments previously made by Purchaser/Occupants (Purchasers) and released to Sponsor under said Purchase Agreement, as amended. Before the Sponsor may utilize the default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must either obtain an

order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

31. Notwithstanding anything above to the contrary, Purchaser/Occupant hereunder agrees and understand if Purchaser/Occupant fails to pay the balance of the purchase price for Unit ___ pursuant to the Purchase Agreement, as amended, or fails to close title to Unit ___ pursuant to such Purchase Agreement, as amended, the Purchase Agreement, as amended, shall be deemed null and void and of no further force and effect and the Sponsor/Owner and Purchaser/Occupant shall have no further obligations to each other, except that Purchaser/Occupant shall remain liable for any amounts unpaid up to the date such cancellation becomes effective.

32. Notwithstanding anything above to the contrary, Purchaser/Occupant shall be the purchaser of the Apartment pursuant to the Purchase Agreement, as amended, and hereby assumes the risk of loss to Apartment not covered by Sponsor's or Condominium's Insurance Policies resulting from fire or other casualty unless the cause of such loss originated outside the Apartment and did not result from the acts of Purchaser/Occupant or other occupants of the Apartment or Purchaser/Occupants' guests, invitees or workmen.

33. Notwithstanding anything above to the contrary, this Interim Use and Occupancy Agreement shall commence on _____, 20__ (the "Commencement Date") and terminate on the earlier of (i) twelve (12) months (_____ __, 20__) from the date of commencement; or (ii) on the date of and immediately prior to the closing of title to Unit ___ located at **Linden Lane**; or, (iii) at the option of Sponsor, upon a default pursuant to this Interim Use and Occupancy Agreement or the Purchase Agreement, as amended.

34. Purchaser/Occupant covenants and agrees to provide on or before the Commencement Date and to keep in force during the term hereof the following insurance coverage which coverage shall be effective on the Commencement Date:

(a) A comprehensive policy of liability insurance naming Sponsor as an additional insured protecting Sponsor and Purchaser/Occupant against any liability whatsoever occasioned by accident in or about the Apartment or any appurtenances thereto. Such policy shall have limits of liability of not less than One Million Dollars ($1,000,000.00) combined single limit coverage on a per occurrence basis, including property damage;

(b) Fire and Extended coverage in an amount adequate to cover the cost of replacement of all personal property, fixtures, furnishings and equipment located in the Apartment.

All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A+ VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Purchaser and any additional insured are given at least thirty (30) days prior written notice of such cancellation or modification.

Prior to the time such insurance is first required to be carried by Purchaser/Occupant and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Purchaser/Occupant shall deliver to Sponsor either duplicate originals of the aforesaid policies or certificates evidencing such insurance, together with evidence of payment for the policy. Purchaser/Occupant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Sponsor to exercise any or all of the remedies as provided in this Interim Use and Occupancy Agreement in the event of Purchaser/Occupant's default. In addition, in the event Purchaser/Occupant fails to provide and keep in force the insurance required by this Interim Use and Occupancy Agreement, at the times and for the durations specified in this lease, Sponsor shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance in which event Purchaser/Occupant shall repay Sponsor within five (5) days after demand by Sponsor, as an additional use and occupancy fee, all sums so paid by Sponsor and any costs or expenses incurred by Sponsor in connection therewith without prejudice to any other rights and remedies of Sponsor under this Interim Use and Occupancy Agreement.

C. If, by reason of a failure of Purchaser/Occupant to comply with the provisions of this Paragraph 34, the rate of fire insurance with extended coverage on the building or equipment or other property of Sponsor shall be higher than it otherwise would be, Purchaser/Occupant shall reimburse Sponsor, on demand, for that part of the premiums for fire insurance and extended coverage paid by Sponsor because of such failure on the part of Purchaser/Occupant.

D. Each policy evidencing the insurance to be carried by Purchaser/Occupant under this Interim Use and Occupancy Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Sponsor, and that any coverage carried by Owner shall be excess insurance.

35. Notwithstanding anything above to the contrary, Purchaser/Occupant agrees that TIME IS OF THE ESSENCE as to Purchaser concerning its surrender to landlord of the Apartment upon the expiration or other termination of the term of this Interim Use and Occupancy Agreement. If Purchaser/Occupant fails to grant and surrender to Sponsor said Apartment, broom clean, in good order and condition, ordinary wear excepted upon the expiration or other termination of this Interim Use and Occupancy Agreement, Purchaser/Occupant shall pay to Sponsor additional rent of $1,500.00 per day until it so surrenders the Apartment.

36. In the event of any conflict between the terms of this Use and Occupancy Agreement and the terms of the Offering Plan filed, the terms of the Offering Plan shall govern.

*37. IT HAS BEEN FULLY AND CLEARLY EXPLAINED TO PURCHASER/ OCCUPANT AND PURCHASER/OCCUPANT AGREES AND ACKNOWLEDGES, THAT THE APARTMENT IS NOT SUBJECT TO THE EMERGENCY TENANTS PROTECTION ACT,

* Delete whichever is inapplicable.

THE RENT CONTROL LAWS OF THE STATE OF NEW YORK, OR ANY OTHER RENT LAWS AND REGULATIONS.

38. If any provision of Paragraphs 30 - 36 hereof conflict or are otherwise inconsistent with any other provision of this Use and Occupancy Agreement, the provisions of Paragraphs 30 - 36 hereof shall prevail.

If any provisions of this Use and Occupancy Agreement conflict with the terms of the offering plan filed, regarding the Apartment, with the New York State Department of Law the terms of the filed offering plan shall prevail.

39. **Signature, Effective Date, Counterparts.** Sponsor and Purchaser/Occupant have signed this Interim Use and Occupancy Agreement as of the above date. This Interim Use and Occupancy Agreement may be executed by facsimile signature and/or in any number of counterparts and each of such facsimile signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimile signatures and/or counterparts shall together constitute but one and the same Interim Use and Occupancy Agreement.

SPONSOR/OWNER:

Cadence 51/52 Development LLC

By:_____
Name:
Title:

PURCHASER/OCCUPANT:

[TBD]	[TBD]

PUNCHLIST INSPECTION STATEMENT

Date:_____

Cadence 51/52 Development LLC
c/o Cadence Property Group LLC
65 West 13th Street, 4th Floor
New York, New York 10011

RE: Linden Lane Condominium
Unit #____

Building Address: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, NY 10019

Gentlemen:

As a result of my/our final inspection, please be advised that the following items need either completion, adjustment or repair:

ITEM

1. _____
2. _____
3. _____
4. _____
5. _____

I/we understand that certain items, as set forth in the Offering Plan, are not the responsibility of Sponsor. I/we also understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and bifold door knobs,

_____
_____
_____
_____
will be installed just prior to my/our date of moving.

_____Purchaser's signature

_____Purchaser's signature

_____
Seller's Representative

B-18

ESCROW AGREEMENT

ESCROW AGREEMENT, dated as of _____, by and among Cadence 51/52 Development LLC having an office at c/o Cadence Property Group LLC, 65 West 13th Street, 4th Floor, New York, New York 10011 (the "Sponsor"), and the Board of Managers of the Linden Lane Condominium, located at 349 West 51st Street (A/K/A 354 West 52nd Street), New York, New York 10019 (the "Condominium"), with an office at 349 West 51st Street (A/K/A 354 West 52nd Street), New York, New York 10019.

WHEREAS, pursuant to the terms of the offering plan for the conversion to condominium ownership of the premises located at 349 West 51st Street (A/K/A 354 West 52nd Street), New York, New York 10019, each unit owner is obligated to pay the real estate taxes attributable to his or her condominium unit during such unit owner's period of ownership, despite the fact that the condominium units may not yet have been separately assessed as independent tax lots.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. That until a separate assessment for each condominium unit has occurred, the Sponsor, as the unit owner of the units it owns, shall pay, or shall cause its mortgagee to pay, to the board of managers on January 1st and July 1st of each year, or quarterly if required, an amount equal to one-half (1/2) or one-quarter (1/4), as the case may be, the result obtained by multiplying such unit's percentage of common interest which the unit comprises in the

Condominium by the aggregate annual real estate taxes assessed against the tax lot(s) comprising the entire property for the fiscal year in which such January 1st and July 1st dates occur.

2. The board of managers hereby agrees to place any amounts paid by Sponsor as unit owner and/or its mortgagees in a special, segregated escrow account in a savings institution or commercial bank of its choice until such real estate taxes are due and payable, at which time the board of managers shall have such funds paid to the City of New York.

3. The board of managers shall receive no compensation for its services to be performed hereunder.

Agreed:

The Board of Managers of the Linden Lane Condominium

By: _____
Name: Howard Glatzer
Title: President

Cadence 51/52 Development LLC

By: _____
Name: Howard Glatzer
Title: Principal

**CERTIFICATION BY SPONSOR AND PRINCIPALS
PURSUANT TO SEC. 20.4(b)
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED**

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413
Attn: Real Estate Finance Bureau

Re: Linden Lane Condominium
Premises: 349 West 51st Street (A/K/A 354 West 52nd Street)
New York, NY 10019

The undersigned certify as follows:

We are the Sponsor and the principals of Cadence 51/52 Development LLC, a New York limited liability company, which is the Sponsor of the condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does, and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

(1) set forth the detailed terms of the transaction and be complete, current and accurate;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(3) not omit any material fact;

(4) not contain any untrue statement of a material fact;

(5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representations or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

(*No Further Text on This Page; Signature Page Follows*)

New York State Department of Law
Attn: Real Estate Finance Bureau
Page 3

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on 3/14/25 by:

SPONSOR:

Cadence 51/52 Development LLC

By: _____
Howard Glatzer, Principal

PRINCIPALS OF SPONSOR:

_____
Howard Glatzer

AO

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SEC 20.4(c) OF PART 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413
Att.: Real Estate Finance Bureau

Re: Linden Lane Condominium
Premises: 349 West 51st Street (A/K/A 354 West 52nd Street)
New York, NY 10019

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm, Architecture Outfit, to prepare a report describing the construction of the Property (the "Report"). On **August 19, 2025**, we visually inspected the property, and we subsequently examined the building plans and specifications that were prepared by Architecture Outfit, dated **July 23, 2025**, and prepared the Report dated **August 19, 2025**, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report. We are registered architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This Certification is made for the benefit of all persons to whom this offer is made. We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purcasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and

specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property. I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct.

Executed on **August 19, 2025,** by:

Architecture Outfit

By:_____

Thaddeus Briner, Principal



CERTIFICATION BY EXPERT
ON ADEQUACY OF BUDGET
PURSUANT TO SECTION 20.4(d)
OF THE REGULATIONS ISSUED PURSUANT
TO GENERAL BUSINESS LAW ARTICLE 23A, AS AMENDED

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005-1413
Attn: Real Estate Finance Bureau

Re: Linden Lane Condominium
Premises: 349 West 51st Street
(A/K/A 354 West 52nd Street)
New York, NY 10019

The undersigned certifies as follows:

The sponsor of the condominium Offering Plan for the captioned property retained our firm, MD SQUARED PROPERTY GROUP, LLC, to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes the management of residential and mixed-use cooperatives, condominiums and rental properties for over 15 years and preparing budgets for all properties on an annual basis. Our portfolio consists of over 25 co-op and condo buildings.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule:

(a) sets forth in detail the projected income and expenses for the first year of condominium operation;

(b) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(c) does not omit any material fact;

(d) does not contain any untrue statement of a material fact;

(e) does not contain any fraud, deception, concealment, or suppression;

(f) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(g) does not contain any representation or statement which is false, where We:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law. I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct.

Executed on : March 14, 2025, by:

MD SQUARED PROPERTY GROUP, LLC

By: Michael Mintz

Name: Michael Mintz
Title: CEO