
CONDOMINIUM OFFERING PLAN

for

**THE 220 EAST 9TH STREET CONDOMINIUM
220-228 East 9th Street
New York County
New York, NY 10003**

Total Amount of Offering:	
18 Residential Units	\$74,855,000*
10 Parking Units	\$ 3,500.000*
21 Storage Licenses	<u>\$ 1,055,000*</u>
Total Offering Price	\$79,410,000

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

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

Name and Address of Sponsor:
Astor Nine LLC
134 Spring Street, Suite 305
New York, NY 10012

Name and Address of Selling Agent:
Compass
160 Leroy Street
New York, NY 10014

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

Date of acceptance for filing of the Plan is _____, 2025. This Plan may not be used after _____, 2026, unless the period is extended by amendment.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. SPONSOR IS OFFERING ALL UNITS INITIALLY UNDER THIS PLAN AND IS NOT WITHHOLDING ANY UNITS (SEE “SPECIAL RISKS” SECTION OF THIS PLAN.)

THIS OFFERING PLAN IS THE SPONSOR’S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING PLAN WITH THE NEW YORK STATE

TO FILE THIS OFFERING PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

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PART I

A. SPECIAL RISKS

1. The Purchase Agreement contains the terms and conditions upon which a Unit will be sold and should be read carefully by each prospective Purchaser and his or her legal or financial representative before signing it. Pursuant to the terms of the Purchase Agreement, the Purchase Agreement may be executed in multiple counterparts, which taken together shall form a fully executed and binding agreement, and email or facsimile signatures shall be deemed original signatures. The form of the Purchase Agreement is included as Exhibit A in Part II of the Plan.

At the time a Purchase Agreement is executed, a Purchaser will be required to make an initial deposit (the "Initial Deposit") in an amount equal to ten percent (10%) of the purchase price by check or wired funds, and within six (6) months thereafter, or fifteen (15) calendar days after the earlier to occur of Purchaser's receipt of: (i) an amendment declaring the Plan effective or (ii) a notice from Sponsor stating that the Plan has been declared effective, but in no event later than the Closing, an additional deposit (the "Additional Deposit") in an amount equal to ten percent (10%) of the purchase price, by check or wired funds. The Initial Deposit and the Additional Deposit are sometimes referred to herein collectively as the "Deposit."

Purchase Agreements entered into after the Plan has been declared effective, shall still require the payment of the Initial Deposit and the Additional Deposit at the time of execution.

As of the date of submission of this Plan, the Escrow Account maintained by the Escrow Agent into which all Deposits shall be placed is federally insured by the FDIC at a maximum of \$250,000 per depositor, per insured bank, for each account ownership category (e.g., single account ownership, joint account ownership, etc.). Purchasers are advised that if a Purchaser makes a down payment in excess of \$250,000 for the purchase of a Unit, such down payment will not be federally insured for the amount in excess of \$250,000. Purchasers are further advised that if a Purchaser makes a Deposit of less than \$250,000, but has other funds at the same bank as the Escrow Account such that the total of the combined funds held by the bank on behalf of Purchaser is in excess of \$250,000 per ownership category, such Deposit still may not be fully or even partially insured. Funds drawn on an out-of-state or foreign bank will not be accepted in payment of any portion of the purchase price, unless otherwise agreed to by Sponsor.

In the event that Purchaser defaults under a Purchase Agreement, and fails to cure any such default within thirty (30) days of Sponsor's delivery of a notice of such default, Sponsor may, at its option, either (i) cancel such Purchase Agreement and retain all sums deposited by Purchaser thereunder, including any money paid on account of changes to the Unit requested by Purchaser, together with any interest earned thereon, if any, or (ii) as this is real property, bring an action against Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. Time is of the essence for Purchaser to cure any default. Sponsor shall make a written demand to Purchaser for

payment after default at least thirty (30) days before forfeiture of the Initial Deposit and the Additional Deposit may be declared.

In addition, if a Purchaser fails to close title to a Unit on the originally scheduled Closing Date through no fault of Sponsor, and Sponsor elects not to cancel Purchaser's Purchase Agreement, then (a) the closing adjustments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date and (b) Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the purchase price of the Unit for each day until the Closing occurs. Notwithstanding the foregoing, the amount of interest charged will not exceed applicable New York State usury laws.

The Purchase Agreement also provides that a 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 successfully cancelling the Purchase Agreement or otherwise successfully enforcing Purchaser's obligations thereunder. THE PURCHASE AGREEMENT ALSO PROVIDES IN CLEAR AND EXPLICIT TERMS THAT, EXCEPT AS PROHIBITED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR IN CONNECTION WITH, OR RELATING TO, THE PLAN, THE PURCHASE AGREEMENT, OR THE RELATIONSHIP CREATED THEREBY. See Section L of the Plan entitled "Procedure to Purchase" for further details.

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

3. The obligations of a purchaser under a Purchase Agreement are not conditioned on purchaser's ability to obtain financing. The failure to obtain financing will

not relieve a Purchaser from his or her obligations under a Purchase Agreement. A Purchaser who desires to finance his or her purchase but does not obtain a loan commitment (or else obtains a loan commitment which subsequently expires or otherwise fails to close for any reason whatsoever) will still have the obligation to pay the balance of the Purchase Price when due and if payment is not made when due, including the applicable grace period, the Deposit may be forfeited. Purchasers are advised to finalize their financing before signing a Purchase Agreement. Purchasers should be aware that (a) a loan commitment, if obtained, may be effective for a period of time which could expire before the Closing Date for their purchase, which is a particular risk with respect to a new construction project such as that described in this Plan, where closing may be substantially delayed due to construction issues beyond control of Purchaser and (b) many lending institutions may not consider a loan application or issue a commitment unless and until a fully-signed Purchase Agreement is first submitted for review to such institution. See Section L of the Plan entitled "Procedure to Purchase" for further details.

4. Since, as a general matter and otherwise subject to the limitations and provisions of the By-Laws, Board members are elected by the Unit Owners and each Unit Owner has a number of votes equal to one vote for each .01% of Common Interests standing in the name of such Unit Owner, the Sponsor would ordinarily have the right to effectively exercise voting control of the Board so long as it owns a majority of the Units. However, pursuant to the terms of this Plan, Sponsor shall have the rights to (a) exercise voting control of the Board until the aggregate Common Interests appurtenant to all Unsold Units constitute less than 25% of the aggregate Common Interests in the Condominium and (b) designate one Residential Member of the Board so long as Sponsor owns a Residential Unit. Therefore, Sponsor shall have such special right to designate a Board member even though it may not then own sufficient Units to enable it to otherwise elect such member. In addition, notwithstanding that the Sponsor may not then exercise voting control of the Board, the Sponsor has reserved certain limited rights to veto specified actions of the Board. Sponsor may exercise veto power for so long as Sponsor owns Unsold Units representing at least 25% of all units, or five (5) years after the first unit closing, whichever occurs earlier. Voting control of the Board and such veto power may enable the Sponsor to determine the level of services provided or made available to Unit Owners. Since Sponsor has no obligation to sell more than 15% of the Units, Sponsor will be able to control the Board indefinitely and non-Sponsor Unit Owners may never gain voting control of the Board.

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

5. As disclosed in the Notes to Schedule B, in Part I of this Plan, the Parking Unit Owners are obligated to pay some, but not all, types of Condominium expenses, contingent upon actual use. As result, the Common Charges attributed to each Residential Unit are higher

than they would be if each Unit were paying Common Charges based solely upon such Unit's percentage of Common Interest. The Board is authorized to make such special allocations pursuant to Section 3.9 of the By-Laws, which are attached as an exhibit to the Declaration of Condominium, and made a part thereof.

6. Transfer Tax (hereinafter defined) payments, which by law are the primary obligation of the Sponsor, pursuant to the terms of the Plan and the Purchase Agreement, a Purchaser shall be obligated to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax (collectively, "Transfer Tax").

The New York City Real Property Transfer Tax ("NYC RPT Tax") on Residential Units is currently 1% of the total consideration where the purchase price is \$500,000 or less (but when paid by the purchaser is approximately 1.01% since the shifting of the obligation from the seller to the purchaser is considered to be additional consideration), or at the rate of 1.425% of the purchase price where the price is more than \$500,000 (but when paid by the purchasers is approximately 1.455%), plus a one hundred twenty-five (\$125) dollar filing fee to the City of New York.

The New York State Real Estate Transfer Tax ("NYS RET Tax") is currently assessed at the rate of \$2 for each \$500 (or fractional part thereof), or approximately 0.4%, of the total consideration (but when paid by the purchaser the rate is increased to approximately 0.4073%). As of July 1, 2019, an additional \$1.25 for each \$500 (or fractional part thereof), or approximately 0.25% (but when paid by the purchaser the rate is increased to approximately 0.2506%), of the total consideration, will be assessed on certain conveyances of real property located in New York City. Accordingly, as of July 1, 2019, the total NYS RET Tax on conveyances of a Residential Unit (or an interest therein) where the total consideration paid is \$3,000,000 or more shall be assessed at the aggregate rate of \$3.25 for each \$500 (or fractional part thereof), or approximately 0.65%, of the total consideration (but when paid by the purchaser the rate is increased to approximately 0.6635%).

In addition to the foregoing NYC RPT Tax and NYS RET Tax, if the purchase price for a Residential Unit is \$1,000,000 or more, a Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," and currently equal to one (1%) percent of the Purchase Price of a Unit plus any additional consideration resulting from the shifting of the transfer tax obligations (as discussed above).

As of July 1, 2019, if the purchase price for a Residential Unit is \$2,000,000 or more, Purchaser shall also be obligated to pay the New York State Supplemental Tax pursuant to Article 31 of the Tax Law, referred to herein as the "Supplemental Tax," which shall be assessed as follows:

<u>Consideration Amount</u>	<u>Supplemental Tax Rate</u>
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\$2,000,000 to \$2,999,999	0.25%
\$3,000,000 to \$4,999,999	0.50%
\$5,000,000 to \$9,999,999	1.25%
\$10,000,000 to \$14,999,999	2.25%
\$15,000,000 to \$19,999,999	2.50%
\$20,000,000 to \$24,999,999	2.75%
\$25,000,000 and above	2.90%

Accordingly, as of July 1, 2019, the total amount of Mansion Tax and Supplemental Tax payable by the Purchaser of a Residential Unit will be assessed at a rate that is the aggregate of the applicable Mansion Tax and the Supplemental Tax rates. See the Section of the Plan entitled “Closing Costs and Adjustments” (Section P).

7. Sponsor reserves the right to withhold from sale one or more Units at any time in its sole discretion. Because there is no commitment from Sponsor to sell more than the fifteen percent (15%) of the total Residential Units in the Condominium necessary to declare the Offering Plan effective (i.e., three (3) Residential Units), the Offering Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to Sponsor, and owner-occupants may never gain effective control and management of the Condominium.

Although Sponsor intends to offer all eighteen (18) of the Residential Units prior to the First Closing, there is no predetermined timeline for doing so. This Offering Plan will be amended before each Residential Unit or group of Residential Units are offered, and the amendment offering such additional, previously withheld Residential Units can be a price change amendment if it merely amends the Offering Plan to include an offering price for such Residential Unit, but if any other information pertaining to such previously withheld Residential Unit is being disclosed or amended, then such amendment shall be a substantive amendment, and not merely a price change amendment.

Notwithstanding the manner in which the Residential Units are being offered, the Offering Plan will not be declared effective unless at least fifteen percent (15%) of the total number of Residential Units are subject to binding sales agreements, which means at least three (3) of the eighteen (18) of the Residential Units must be subject to Purchase Agreements in order to declare the Offering Plan effective. Even if Sponsor combines Units or makes any Unit smaller, under no circumstances will the Offering Plan be declared effective with the sale of the less than the greater of fifteen percent (15%) of the final number of Residential Units, or three (3) Residential Units based on a Residential Unit count of eighteen (18) of the Residential Units. At all times prior to the Offering Plan being declared effective, Sponsor shall offer at least fifteen (15%) percent of the total number of anticipated Residential Units in the Condominium (i.e., three (3) Residential Units). Marketing brochures and other advertising material that contains percentages of Residential Units sold will refer to relevant percentage of the total Residential Units, and not the percentage of Residential Units initially being offered.

The Residential Units are not necessarily being offered in a manner in which the first Residential Units sold will close first. The fact that the Sponsor may be offering the Residential Units in groups of Units over an extended period of time will have no effect on building services, amenities, staffing, or operation of the Condominium at and after the First Closing. The Sponsor will not rent any withheld Residential Unit prior to the consummation of the Offering Plan (whether pursuant to an Interim Lease or otherwise).

See the Sections of the Plan entitled “Rights and Obligations of Sponsor” (Section Q). Any Purchaser who agrees to purchase a Unit which has been previously occupied shall be required to purchase such Unit in its then “as is” condition, unless the Purchase Agreement expressly provides otherwise. See the Section of the Plan entitled, “Terms of Sale” (Section N).

8. In the event of a default by Sponsor under a Purchase Agreement, Purchaser’s remedies shall be limited to return of the Deposit. In the Purchase Agreement, Purchasers waive their right to seek other damages, specific performance or other equitable remedy against Sponsor, by reason of such default. See the Sections of the Plan entitled, “Procedure to Purchase” (Section L) and “Terms of Sale” (Section N).

9. As of the Offering Date, the Premises are under construction. Purchasers should note the following as some of the consequences thereof:

(a) Sponsor currently estimates that construction of the Building will be completed approximately one (1) to two (2) years after the First Closing, subject to Force Majeure. After the First Closing Sponsor may still be finalizing finishes of other Units in the Building (plaster painting, millworker, hanging doors, etc) and completing the decorative finishes in the lobby, corridors and amenity spaces. Significant construction or renovations may continue beyond that date, with the attendant interference with and disruption of Unit Owners’ peaceful and quiet enjoyment of the Premises. In addition, certain of the planned Building improvements, systems, services or facilities may not be complete or fully operational as of the date of the Initial Closing, such as recreation room(s), elevator and common lobby or hallway decoration or finish work. No significant construction will remain beyond two (2) years after the First Closing, subject to Force Majeure.

(b) Sponsor has the right to phase in such services and facilities at such time as Sponsor elects. However, (i) at the date of the Initial Closing, all services and facilities which directly affect the health, safety and welfare of Building occupants shall be substantially completed (as evidenced, conclusively, by the issuance of a temporary or final certificate of occupancy) and (ii) all services and facilities will be available no later than the earlier to occur of the date when Sponsor has closed title to 50% of the Units or two (2) years from the Initial Closing.

(c) Notwithstanding the foregoing, the Budget for the First Year of Condominium Operation includes the cost of all services and facilities which will be provided to Purchasers, regardless of whether or not such services and facilities will be available as of the Initial Closing Date. See the Section of the Plan entitled "Description of Premises and Improvements" (Section D) and Schedule B – "Budget for First Year of Condominium Operation" (Section G).

For more complete descriptions of the matters referenced in this Special Risk, see the Sections of the Plan entitled, "Rights and Obligations of Sponsor" (Section Q), "Rights and Obligations of Unit Owners and the Board" (Section T) and "Description of Premises and Improvements" (Section D).

10. The Board will not obtain or maintain any insurance with respect to any fixtures, personal property, furniture or furnishings in any Unit or any improvements made by Sponsor or a Unit Owner to a Unit. In the event the damage resulting from a casualty shall (i) render one or more Units wholly or partially unusable for the purposes permitted in the Declaration or (ii) destroy the means of access to one or more Units, the Common Charges otherwise payable by the Owner(s) of any affected Unit(s) shall not be abated. Sponsor makes no representation that a Unit Owner's property insurance policy will cover the Common Charges required to be paid by the Unit Owner in the event of such occurrence. Prospective Purchasers are advised to consult with an insurance broker concerning the circumstances under which additional living expenses and other costs may be covered by such policy. Notwithstanding the foregoing, if Purchaser becomes the tenant or actually occupies the Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, then to the extent such damage is not covered by the Condominium's insurance, such Purchaser shall assume the risk of loss and the obligation to repair the damage if the cause thereof originated inside the Unit and resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser's guests, invitees or workmen.

A Unit Owner shall, at the Unit Owner's own 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 any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any one occurrence including \$1,000,000 for damage to property plus at least \$5,000,000 umbrella liability coverage and (b) tenant's all-risk property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage and personal property). The limits of liability set forth in (a) and (b) hereof may be increased by the Condominium Board from time to time. See Article 6 of the By-Laws in Part II Document "E" of the Plan.

In addition, Purchasers who take possession of a Unit prior to Closing should obtain insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss. See "Interim Leases" (Section O).

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

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

(c) Purchasers are advised that the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws may be satisfied by any so-called builder's risk or similar policy obtained or maintained by Sponsor in connection with the construction of the Building, provided the limits and terms of coverage set forth in Schedule B are provided under such policy (unless such lesser limits and other terms of coverage are certified by Sponsor's Budget Expert to be sufficient in the circumstances, including, without limitation, the status of construction and occupancy level of the Building). To the extent any such policy obtained/maintained and paid for by Sponsor shall satisfy such insurance requirements in respect of any period following the First Closing, the Condominium Board shall reimburse Sponsor for its prorated share of the cost of such coverage, to the extent applicable.

(d) As of the filing date, the Property is not located within any Flood Zone. Neither Sponsor, Board or Managing Agent shall be liable for any damage of destruction caused by flooding or any other causes whatsoever.

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

12. In order that the Sponsor not be hindered, delayed or impaired in obtaining a temporary certificate of occupancy for any portion of the Premises or final certificate of occupancy ("FCO") for the entire Premises, until such time as a FCO for the entire Premises is obtained, without Sponsor's prior written consent, Unit Owners are not permitted to make any alterations to their Units which would hinder, impair, delay or otherwise adversely affect Sponsor's ability to obtain such certificate. Such restriction includes, without limitation, a restriction against any proposed alteration which would require the filing of a notice or application for a building permit with the New York City Department of Buildings (or any other agency having jurisdiction), except upon compliance with such conditions as

may be required by the Sponsor in its sole discretion. See the Section of the Plan entitled, "Rights and Obligations of Unit Owners and the Board" (Section T).

13. Prospective Purchasers are advised that Sponsor reserves the right, at any time and from time to time, both before and after the recording of the Declaration, freely and without giving prior notice and without the consent of the Board of Managers, any Unit Owner or mortgagee, and without restriction or payment, to do the following: (a) change the layout of, or number of rooms in any Unsold Unit, (b) change the size, or number of, Unsold Units by dividing one or more Unsold Units into two (2) or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or by incorporating Common Elements (such as a whole or portion of a hallway), which exclusively benefits an Unsold Unit into such Unsold Unit (without changing the Common Interest); (c) designate a Common Element as part of a newly created or expanded Unsold Unit or designate all or part of an Unsold Unit as a newly created or expanded Unsold Unit or Common Element; and (d) if appropriate, reapportion among the Unsold Units affected by any such change their aggregate Common Interest. Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the Common Elements. Unless an affected purchaser consents, no material change will be made in any Unit's size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. A decrease in a Unit's square footage area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% of square footage or less is not material. Said changes will not be made without the filing of an amendment to this Offering Plan with the Department of Law. See the section of the Plan entitled "Changes in Prices or Units" (Section K) for further details.

14. The Projected Budget for the First Year of Condominium Operations included as Schedule B in this Plan includes the funding of a Reserve Account which may be used for possible increases in expenses not now foreseen and for expenses not included, and for future capital repairs of the Common Elements. The Building is being newly constructed and the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements, however there is no guarantee or assurance that the need for capital repairs, replacements or improvements will not arise in the future, nor is there any guarantee or assurance that the amounts accumulated in the Reserve Fund (or elsewhere) will be adequate to pay for any such capital repairs, replacements or improvements. The Reserve Fund will be accumulated on an annual basis to enable the Condominium to accumulate funds for capital expenditures and replacement costs of the Common Elements. As funds accumulate in the Reserve Fund (i.e., upon the commencement of the collection of Common Charges), such funds shall be available to the Condominium. Sponsor makes no guarantee or representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender. See the Section of the Plan entitled, "Reserve Fund" (Section X).

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

16. Prior to and for a period of one year following a Purchaser’s Closing Date, a Purchaser is prohibited from advertising or otherwise offering, promoting or publicizing the availability of a Unit for sale or otherwise consummating such a sale. Thereafter, a Unit may be sold or otherwise transferred (including without limitation by gift) by a Unit Owner, subject to the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium. For the avoidance of doubt, the foregoing restriction will not apply to leases, which can start as soon as title to a Residential Unit transfers from Sponsor to a Purchaser. See Section T, “Rights and Obligations of Unit Owners and the Board.”

17. The Sponsor has the financial resources to meet its obligations under this Plan. However, no bond or other form of collateral security has been or will be furnished by the Sponsor to secure performance of such obligations, except as otherwise noted in this Plan (please see Special Risk #34). The Sponsor’s ability to perform such obligations shall depend upon its financial condition if, as and when called upon to perform the same. See the Section of the Plan entitled, “Rights and Obligations of Sponsor” (Section Q).

18. The Building will have a full time doorman and non-resident super or third-party service provider for the performance of minimal maintenance and upkeep of the Common Elements, such as the removal of trash from the Building, cleaning the hallways and sidewalk. The service provided will comply with the applicable provisions of the NYC Administrative Code. That may result in reduced convenience for Unit Owners who will be required to engage outside contractors to perform those responsibilities which a full-time, residential superintendent often performs, such as performance of ordinary repairs to the Common Elements. See the Section of the Plan entitled, “Schedule B,” “Budget for First Year of Condominium Operation.”

19. There is no requirement in the By-Laws that a majority of the Board must be Owner-occupants or members of an Owner-occupant’s household. Owner-occupants and non-resident Owners, including Sponsor as to the Unsold Units, may have an inherent conflict of interest on how the Condominium should be managed because of their different reasons for purchasing or holding Units, i.e., purchase as a home as opposed to as an investment. See the Section of the Plan entitled, “Rights and Obligations of Unit Owners and the Board” (Section T).

20. Although the Sponsor has no present intention to perform any extra work or improvements within a Unit beyond that work described in the Property Report contained in Part II of this Plan (i.e., “Extra Work”), it has expressly reserved the right to do so upon such terms and conditions as Sponsor and a Purchaser may agree upon. Such agreement by the Sponsor, if made, must be in writing as a provision of a particular Purchase Agreement or amendment thereto. In the event that Sponsor agrees with a particular Purchaser to perform such extra work, the Sponsor shall have the right to require an additional Deposit (an “Extra Work Deposit”) specifically designated to cover all or a portion of the anticipated cost of such work and may, at Sponsor’s election, also cover the estimated cost to restore the extra work to its original condition in the event that the Purchase Agreement is terminated for any reason, including without limitation, Purchaser’s default thereunder or due exercises of a lawful right of rescission thereof. The Extra Work Deposit shall be initially deposited into escrow and maintained in the same manner as the balance of the Deposit, but the Extra Work Deposit, or any portion thereof, may be released from escrow upon written request of the Sponsor given to the Escrow Agent, for the purpose of performing the extra work and any services relating thereto, such as design and permitting. In the event that the Purchaser affected by such Extra Work agreement subsequently elects to rescind his or her Purchase Agreement and receive a refund of the Deposit paid thereunder pursuant to right thereto contained in the Purchase Agreement or this Plan, such Purchaser shall have no right to receive and Sponsor shall have no obligation to refund any portion of the Extra Work Deposit paid by Sponsor to perform the extra work (or which Sponsor is obligated to pay, but has not yet paid) and shall have no liability to Purchaser on account thereof. Notwithstanding the foregoing, the Sponsor shall refund the Extra Work Deposit, if any, without interest or offset, to a Purchaser in the event that the Plan is not consummated. See the Section of the Plan entitled, “Procedure to Purchase” (Section L).

21. The Sponsor has reserved the right to install, erect, operate, replace, repair and maintain telephone, television, radio, computer and any other type of telecommunication equipment, antennae, satellite dishes, lines and other connections on the roof, façade or other Common Elements of the Building. In furtherance of such right, the Sponsor and/or its designee, assignee, licensee or other transferee shall have an easement to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building for use by the Sponsor or by any designee, assignee, licensee or other transferee of Sponsor’s rights with respect thereto. Such equipment, lines and/or other connections may, but need not, be for the benefit of the Building or Unit Owners, and such easement rights shall not be subject to any rules, restrictions, fees or other charges by the Condominium or any Unit Owner. To the extent that any such equipment is not for the benefit or use of the Condominium, (i) Sponsor shall be responsible for all costs associated with such equipment, (ii) Sponsor shall indemnify the Condominium for any liability that arises due to the subject equipment, (iii) Sponsor’s easement, as described in this Special Risk 21 is subject to any requirements set forth under applicable provisions of the New York Real Property Tax Law (“NYRPTL”), (iv) the equipment and easement will not

adversely affect the Condominium in any material way, and (v) if the subject equipment or easement result in additional insurance costs to the Condominium, Sponsor shall pay the Condominium such insurance costs.

Sponsor shall not exercise any of the foregoing rights in such a manner as to block the light or air of any other Unit Owner. See the Section of the Plan entitled, "Rights and Obligations of Sponsor" (Section Q).

22. The bank in which Purchasers' Deposits shall be held in escrow pursuant to the terms of this Plan is covered by federal bank deposit insurance to a maximum of \$250,000 per individual depositor. As a result, in the event that the Deposit made by a Purchaser, together with all other deposits by such Purchaser then being held by such bank, exceeds that maximum amount, the excess portion of the Deposit shall not be federally-insured in the event that the depository bank becomes insolvent or otherwise unable to return the Deposit upon demand. The Sponsor assumes no liability or responsibility for the solvency of the bank. See the Section of the Plan entitled, "Procedure to Purchase" (Section L).

23. The floor area of each Unit depicted in Schedule A and the Unit Floor Plans contained in this Plan, has been measured from the exterior side of the exterior wall concealed blockwork or concealed concrete structural members of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the center line of the demising wall separating one Unit from another Unit and the outside face of the corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or to the exterior face of any exterior walls. Therefore, the floor areas specified in Schedule A and the Floor Plans are significantly greater than the floor areas actually available for use. Any floor plan or sketch contained in this Plan or shown to a prospective Purchaser is accurate within reasonable tolerances. Each Unit should be inspected prior to signing a Purchase Agreement in order to determine such Unit's actual dimensions, layout and physical condition. The Parking Units consist of the areas set forth on the Floor Plans, Schedule A to the Offering Plan and Exhibit B to the Declaration. See also, "Description of the Premises and Improvements" (Section D).

24. The assessed valuation for the Premises for the First Year of Condominium Operation will not necessarily reflect their value upon completion of on-going construction by Sponsor. Since the tax assessment for each Unit during the First Year of Condominium Operation will most likely be based upon the status of the improvements as of January 5, 2026 and construction is not expected to be substantially completed until approximately one (1) to two (2) years after the First Closing, the property taxes for the Units for the First Year of Condominium Operation period commencing on February 1, 2027, as shown in Schedule A of this Plan reflect a substantial increase in the real estate tax assessments (and, therefore, a substantial increase in the real estate taxes payable by a Unit Owner) from those for the period ending June 30, 2027. For the same reason, property taxes for the period after the First Year of Condominium Operation may increase materially over those projected for

such First Year of Condominium Operation. See Notes Schedule A of this Plan and Section U of this Plan, entitled “Real Estate Taxes”.

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

26. As is customary with condominiums generally, the Board has no right to approve or disapprove prospective purchasers (or tenants) of Units from Unit Owners. Instead, it has a right of first refusal with respect to a prospective sale (or lease) of a Residential Unit, which right is subject to the terms and conditions described in Article 10 of the By-Laws. The sale or of Parking Units by the Sponsor or by the owner of a Parking Unit is also subject to the Board’s right of first refusal. See Sections J and T, titled “Parking Units” and “Rights and Obligations of Unit Owners and the Board” respectively.

27. The amount of Common Charges for each Unit is based generally upon the total projected Common Expenses multiplied by each Unit’s Common Interest, but subject to adjustment and special allocation as between or among the Units based upon intended or anticipated benefit of certain Common Expenses, as more fully described in the Budget footnotes in Schedule “B” of this Plan. Specifically, certain operating expenses, which are otherwise Common Expenses, have been allocated exclusively to Residential Units (sometimes referred to in this Plan as “Residential Common Expenses”). The Sponsor (and after the Initial Closing, the Board) reserves the right to specially re-apportion or reallocate one or more categories of Common Expenses among Unit Owners to reflect special or exclusive availability of or benefit from such expenses. If the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, subject to and in accordance with the description in Section S, “Board of Managers.” Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units shall be resolved by arbitration in accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, the parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the provisions of the By-Laws with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as “New York Simplified Procedure for Court Determination of Disputes.” In no event may any such re-apportionment or reallocation affect any Unit owned by Sponsor (or its designee) without

the prior written consent of the affected Unit Owner. See also, Section T, “Rights and Obligations of Unit Owners and the Board.”

28. The Sponsor anticipates that the Initial Closing will occur by February 1, 2027. Purchasers will be offered a right of rescission if: (a) the actual Closing Date for the Initial Closing or (b) the projected Closing Date for the Initial Closing is amended to a date which is later than January 31, 2028. Notwithstanding the foregoing, if this Plan is amended to provide for a projected Closing Date for the Initial Closing which is later than January 31, 2027, Purchasers who have executed and delivered their Purchase Agreement after the date of such amendment will be entitled to an offer of rescission by reason of a delayed Closing if, and only if, the Initial Closing actually occurs more than 12 months beyond that amended, later Closing Date. However, even if the Initial Closing occurs before February 1, 2027, the Sponsor may schedule Closings for other Units significantly later than such date. In that event, unless your Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing for your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See “Procedure to Purchase”, Section L.

Notwithstanding anything to the contrary set forth herein, if an executive order is issued that tolls any of Sponsor’s obligations, then those obligations should be tolled for the period set forth in the executive order. For example, (a) in the event that the First Closing does not occur within twelve (12) months after the projected date for the First Closing, but an executive order of the New York State Governor tolls the period for which the First Closing is to occur, then Sponsor shall not be required to offer Purchasers a right of rescission unless the First Closing still has not occurred before the end of such tolling period; and/or (b) if an executive order of the New York State Governor tolls the period in which the Sponsor is required to update the anticipated Condominium budget for the first year of Condominium operations, then Sponsor shall not be required to revise the budget with updated projections until the end of the tolling period identified in such executive order. For the avoidance of doubt, Sponsor cannot limit any rights which the Purchaser may have pursuant to Article 23A of New York General Business Law and the Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order. The above notwithstanding, Sponsor shall remain obligated to disclose any material changes to the Offering Plan in an amendment (including, without limitation, material changes to the projected budget for the First Year of Condominium Operations).

29. The Sponsor shall cure or correct all violations which are required to be cured or corrected in order to obtain a temporary or final certificate of occupancy for the Premises. The means, methods and manner of performing such obligation shall be determined by the Sponsor in its sole discretion. It shall be condition of Sponsor’s such obligation that the Condominium and all Unit Owners provide to Sponsor and its designees,

upon reasonable prior notice, full and free access to all portions, areas and facilities of the Building as may be required by them in order to fulfill such obligation. Except for the foregoing covenant, the Sponsor shall have no obligation (a) to remove, correct or cure or otherwise address any violations (whether or not of record) against any portion of the Premises, including, without limitation, any sidewalk violations, Emergency Repair Notices or similar matters, nor (b) to pay any amount to the Condominium in the event that the Board determines after the Initial Closing do so, which it shall have the authority to do, in its sole discretion. The existence of any such matters shall not affect a Purchaser's obligation to close title to his or her Unit. Copies of those building code violations of record, if any, as of the date of this Plan are annexed to the end of the Property Report. Since the Building is being newly constructed and Sponsor is obligated to obtain a new certificate of occupancy prior to any Unit closings, any open violations prior to such issuance will have to be cleared and removed of record by Sponsor (at its sole expense) prior to any Unit closings under this Plan. See the Section of the Plan entitled, "Terms of Sale" (Section N).

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

The Sponsor will not be obligated to bring any action or to expend any sum (except to the extent of the Abandonment Amount, as noted above) to render title to any Unit marketable. If Sponsor fails or refuses to correct any title defect which it is obligated to cure under the Purchase Agreement, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (a) take title to the Unit subject to the title defect (without abatement in or credit against the Purchase Price or claim or right of action against the Sponsor for damages or otherwise) or (b) cancel the Purchase Agreement by written notice to the Sponsor, in which event Sponsor shall direct return the Deposit to the Purchaser within 10 days. Upon making such refund, the parties shall be relieved of all further obligations and liabilities under the Purchase Agreement and this Plan. **If the Purchaser fails to duly notify Sponsor of his or her election within twenty (20) days after Sponsor notifies Purchaser of Sponsor's refusal or inability to remedy the title defect, it will be conclusively deemed that Purchaser has elected to accept title subject to the title defect.** See the Section of the Plan entitled, "Terms of Sale" (Section N).

31. Purchasers are advised that in New York City, newly constructed and newly-renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO") and sometimes with several successive TCO's. Certificates of occupancy are generally governed by section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCO's and FCO's are issued by the New York City Department of Buildings ("DOB"). Pursuant to the applicable statute and regulations, 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 TCO's have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates that 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 FCO covering the entire Building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two-year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire Building and shall exercise best efforts to obtain the FCO within such two-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, because Sponsor may (but has no obligation to) permit 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.

A Purchaser of a Unit in the Building may not perform any work whatsoever in its Unit prior to Closing and prior to the issuance of a FCO (hereinafter for the Building without first obtaining the prior written consent of Sponsor. See the Section of the Plan entitled, "Rights and Obligations of Unit Owners and the Board" (Section T).

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

33. As more fully set forth in Section T, "Rights and Obligations of the Sponsor", Sponsor reserves the right, in its sole and absolute discretion, to require that the Board waive collection of Common Charges from Purchasers for a period of time prior to full occupancy of the Building, during which period, Sponsor shall be solely responsible for payment of all Common Expenses to operate the Building. In the event that such waiver is adopted, at least thirty (30) days' prior notice shall be given and this Plan shall be amended to reflect the date as of which Common Charges shall become due and payable. Upon the commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the

Condominium, and provide certified financial statements as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Notwithstanding the foregoing, Unit Owners shall be responsible for all individual unit charges. See the Section of the Plan entitled, “Rights and Obligations of Unit Owners and the Board” (Section T).

34. There will be twenty-one (21) storage spaces (each, a “Storage Space”) located in the cellar of the Building, a license to use each of which (a “Storage License”) is being offered for sale on a first-come, first-serve basis to Purchasers of Residential Units. Sponsor may, in its sole discretion, elect to sell to a single Purchaser, Storage Licenses to more than one Storage Space. In that event, there may not be enough Storage Spaces available for all Purchasers of Residential Units who desire to purchase a Storage License. A Storage Space may not be used for any type of occupancy or otherwise in violation of other Legal Requirements or such rules and restrictions as the Condominium may adopt with respect thereto. Without limiting the foregoing, Storage Spaces may not be used to store or otherwise maintain “Combustible Items” as such term is used in the New York City Building Code and no storage of clothing, furniture, books, papers or other items, if considered combustible pursuant to such Code definition, will be permitted. Use of space for Storage Spaces is only an accessory use under applicable NYC Building Code definitions and may not to be used for sleeping, cooking and/or living purposes and will not be rented independently from ownership of a Residential Unit. Prospective purchasers and Unit Owners should be advised the cellar of the Building has less light and air than ordinary living spaces and is more susceptible to dampness.

All references in this Plan to acquiring, holding or using a Storage Space shall be deemed to refer to the right, in the nature of a license, to use a Storage Space in accordance with the terms of the Storage License, the form of which is Document H in Part II of this Plan. Also, see “Procedure to Purchase” (Section L) and “Rights and Obligations of Unit Owners and the Board” (Section T).

35. The Assistant Director of the Financial Crimes Enforcement Network (“FinCEN”) issued a Geographic Target Order on July 22, 2016, as amended to date (the “Order”), which requires U. S. title insurance companies that have received notification from FinCEN to collect and report information about persons involved in residential real estate transactions where the following conditions are all met (insofar as they apply to this offering): (a) the purchaser is a legal entity as defined in the Order; (b) the purchaser purchases residential real property located in the City of New York; (c) the total purchase price is in the amount of \$300,000 or more; (d) such purchase is made without a bank loan or other similar form of external financing; and (e) 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, a money order in any form, a funds transfer or virtual currency. The

current Order is effective through October 9, 2025. So long as the Order remains in effect, this affects all residential real property closings. Nothing contained in this sub-section shall be deemed or construed to require the Sponsor to take any actions or provide any information in further disclosure, satisfaction or discharge of a Purchaser's obligations pursuant to the Order, nor will Sponsor be responsible for the compliance by a Purchaser with its obligations pursuant to the Order.

A copy of the Order is available for review at:

<https://www.fincen.gov/sites/default/files/shared/RRE-GTO-Order-April-14-2025-FINAL508.pdf>

(See "Procedure to Purchase", Section L).

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

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

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

37. Sponsor has a construction loan encumbering the Property ("Sponsor's Loan"), which Sponsor obtained from Derby Hilliard 88, LLC (together with any co-lenders, successors and assigns of Sponsors' Loan, "Sponsor's Lender"). Sponsor's Loan terms provide for Sponsor's Lender's subordination of the Sponsor's Loan to the Declaration following the satisfaction of customary conditions including declaring the Plan effective. Release prices under Sponsor's Loan are the greater of scheduled minimum release prices or net proceeds of sale; and Sponsor's Loan requires the consent of Sponsor's Lender in connection with Sponsor's ability to rent Unsold Units. In the event Sponsor's Loan is not satisfied at or prior to the First Closing, Sponsor's Lender will subordinate the lien of its mortgage to the Declaration and, at each applicable closing, release its lien on the Unit then

being conveyed and the interest in the Common Elements appurtenant thereto. Accordingly, although no bond or other security has been furnished to secure the performance of Sponsor's obligations set forth in this section, the Sponsor has sufficient assets and the financial resources to meet its obligations to complete construction of the Building.

See the subsection of the Plan entitled "Construction Financing" in the section of the Plan entitled "Introduction" for further details. See also the subsection of the Plan entitled "Construction of Improvements" in the section of the Plan entitled "Rights and Obligations of Sponsor" for further details.

38. The following additional Special Risks relate solely to the Parking Units, which are subject to the other Special Risks and provisions of the Terms of Sale section of this Plan (Section N):

(a) Sponsor reserves the following rights, each, in its sole discretion, with respect to the Parking Units:

(i) to withhold Parking Units from sale and/or to offer each Parking Unit in such order as Sponsor determines. There is no limit on the number of Parking Units that can be purchased by a Purchaser.

(ii) the right to limit the number of Parking Units sold to any single Purchaser or to make bulk sales, as it deems fit. Based upon market or other conditions, the Sponsor reserves the right to withdraw the offering of the Parking Units or to increase or reduce the number of Parking Units offered for sale.

(iii) to re-configure the parking garage space to accommodate more or fewer vehicles or to enlarge or decrease the size of certain Parking Units. In any such event of a material nature, this Plan shall be amended to reflect such change.

(b) Any automobiles that exceed any of the length, width, height or weight limits of their Parking Unit may be towed from the garage at the Parking Unit Owner's cost and expense.

(c) The risk of loss of any personal property left in any Permitted Vehicle shall be with the owner of such Permitted Vehicle. The Board will not be responsible for any damage caused by power outages, temperature fluctuations, or other causes (whether by mechanical or as a consequence of natural causes). Any damage to a Permitted Vehicle will be at the sole cost and risk of Parking Unit Owner.

(d) Sponsor and/or Parking Unit Owner shall have the right to sell any unsold Parking Space to a purchaser who does not own a Residential Unit. For the avoidance of doubt (i) Parking Unit Owner can only lease a Parking Unit to a Residential Unit Owner or to a residential lessee of a Residential Unit Owner, and (ii) Sponsor shall have the right

to lease a Parking Unit to a Residential Unit Owner, to a residential lessee of a Residential Unit Owner, or a outside third party purchaser that does not reside in the Building.

(e) All Parking Units will be wired and sub-metered for an electric car charger. All charges for each Parking Unit will be sub-metered to each Parking Unit owner (See Notes to Schedule B and the Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

(f) Prospective purchasers are advised that the Parking Units proposed to be offered in connection with this Condominium are not considered "dwelling units" under the New York Multiple Dwelling Law ("MDL") and therefore are not subject to the protections afforded to residential units under MDL § 60. The New York State Attorney General has taken the position that MDL § 60 does not prohibit a sponsor from later eliminating or altering accessory uses such as parking spaces, or reallocating them, provided that such spaces do not constitute dwelling units. Accordingly, there is a risk that: (i) The Parking Unit may not be constructed or made available as proposed; (ii) The allocation of Parking Units may change before or after the First Closing; (iii) Some or all Parking Units may be eliminated, reconfigured, or reassigned, whether due to governmental requirements, construction limitations, or at the Sponsor's discretion, subject to applicable law and the terms of the Declaration and By-Laws; (iv) Purchasers will have no vested right or interest in any Parking Unit unless and until a Parking Unit is separately conveyed pursuant to the Declaration; (v) Parking Units may be subject to leasing or licensing arrangements rather than fee ownership, and any such arrangements may be subject to modification or termination. Purchasers are strongly urged to review the terms of the Condominium Declaration and the Parking Plan, and to consult independent counsel regarding the nature of their rights, if any, with respect to Parking Units. In the event such Parking Space is not used by Unit Owners or lessees of Unit Owners, it may be rented by another Unit Owner to persons other than the Parking Unit thereof. The space which has thus been rented shall be made available to a lessee within thirty (30) days after written request therefor.

(g) Purchasers are strongly urged to review the terms of the Condominium Declaration and the Parking Plan, and to consult independent counsel regarding the nature of their rights, if any, with respect to Parking Spaces.

(h) Parking Unit PS-1 is designated as a handicapped parking space (the "HC Space") in order for the Condominium to comply with the New York City Zoning Resolution and other applicable Laws. Sponsor reserves the right to sell the HC Space to a non-handicapped Purchaser or Residential Unit Owner, subject to certain restrictions, as disclosed below and as provided in the By-Laws. The HC Space shall be the last parking space sold by Sponsor, unless it is purchased by a handicapped Purchaser or Residential Unit Owner or by a Residential Unit Owner with a handicapped family member or domestic partner who legally qualifies for handicapped parking.

- (i) In the event that a Residential Unit Owner in the Building owns a non-handicapped Parking Unit; is or becomes handicapped, or has a family member, domestic partner or tenant who resides in the Residential Unit and is or becomes handicapped (each party a "Handicapped Party"); and the Handicapped Party obtains government-issued license plates or a permit which would legally allow such Handicapped Party to park in a designated "handicapped" parking space, such Residential Unit Owner shall have the right to demand, in writing, that the fee owner of Parking Unit PS-1 convey title to Parking Unit PS-1 to such Residential Unit Owner in exchange for the deed to the non-handicapped Parking Unit;
- (ii) In the event that the condition set forth in the above paragraph (i) occurs, but the Residential Unit Owner in the Building does not own a non-handicapped Parking Unit and is or becomes handicapped, or has a family member, domestic partner or tenant who is or becomes handicapped, the Residential Unit Owner (on behalf of himself or such Residential Unit Owner's handicapped family member, domestic partner or tenant, as the case may be) shall have the right to compel the fee owner of Parking Unit PS-1 to lease Parking Unit PS-1 at fair market value for use by such handicapped party;
- (iii) Notice shall be by certified mail, return receipt requested, or by personal delivery, or by nationally recognized overnight courier. The owner of Parking Unit PS-1 shall comply with a written demand for Parking Unit PS-1 in accordance with the terms hereof within thirty (30) days after the postmark date of such demand if such demand is by mail (certified mail, return receipt requested) or thirty (30) days after delivery if such demand is by personal delivery or by a nationally recognized overnight courier;
- (iv) In the event that the parties cannot agree on the fair market value of leasing Parking Unit PS-1 within time frame specified in paragraph (iii) above, then that matter shall be resolved by binding arbitration in accordance with Article 15 of the By-Laws; and
- (v) All costs and expenses entailed in the transfer of title to, or leasing of, Parking Unit PS-1, as the case may be, pursuant to the provisions hereof shall be borne solely by the party requesting the transfer of title or leasehold interest. Such costs shall include, but shall not be limited to, title insurance fees, recording fees, New York State and New York City transfer taxes, attorney's fees for both parties, fees levied by the Condominium, and any fee charged by a mortgage lender for release of Parking Unit PS-1 and/or for substitution of collateral. See Section 7.2 of the By-Laws in Part II Document E of this Plan.

(i) See the Sections of the Plan entitled, "Description of Premises and Improvements" (Section D) and "Parking Units" (Section J).

39. There are lot line windows found in Units PHA, PHB and PHC, more specifically described in the Property Report, set forth in Part II, Document B. These windows are provided with sprinklers but may be required to be reduced in size or sealed if the adjoining property is ever redeveloped with one or more buildings of different configurations than that which is now located on such adjoining property. The habitable rooms having lot line windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. Under the New York City Building Code, lot line window conditions for R-2 occupancy must meet certain requirements including being provided with a protective sprinkler head. In the event any of such lot line windows must be reduced in size or sealed, the Owner of the affected Unit shall solely bear the costs relating to such reduction or closure. As of the filing date of this Plan, Sponsor estimates the cost of such reduction or closure to be approximately \$10,000 per window. The infill of any lot line windows must be type I-B construction with 2-hour fire-rated assembly in compliance with the New York City Building Code. Sponsor makes no representation or warranty of any kind whatsoever as to views and/or light quality from any windows and/or terraces in the Building. See the Section of the Plan entitled, "Rights and Obligations of Unit Owners and the Board", Section T and Document B in Part II of this Plan.

40. The Purchase Agreement provides that all disputes including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Sponsor, on-site and off-site conditions and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in New York County in accordance with the rules and procedures of Arbitration of the American Arbitration Association or its successor or an equivalent organization mutually agreed upon by the parties. In addition, the Purchase Agreement provides that Purchaser may not initiate any arbitration proceeding for any Claim(s) unless and until Purchaser has first given Sponsor specific written notice of each claim and given Sponsor a reasonable opportunity after such notice to cure any default, including the repair of the Unit(s), in accordance with the Offering Plan. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights and enforcing Purchaser's obligations under the Purchase Agreement if the Sponsor is the prevailing party. If Purchaser is the prevailing party or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements or the Limited Common Elements. The arbitrator will be neutral and independent of both the Sponsor and its principals. See Document E (By-laws) in Part II of this Plan.

PURCHASER SHALL BE OBLIGATED TO REIMBURSE SPONSOR FOR ANY LEGAL FEES AND DISBURSEMENTS INCURRED BY SPONSOR IN DEFENDING SPONSOR'S RIGHTS AND ENFORCING PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT IF THE SPONSOR IS THE PREVAILING PARTY.

41. The entrance marquee projects approximately nine (9) feet over the sidewalk and a cornice which projects approximately ten (10) inches into the public right of way, each of which is subject to future modification or removal pursuant to applicable NYC Department of Transportation requirements. The entrance marquee and cornice require annual maintenance that is the responsibility of the Condominium. The marquee and cornice are planted and have vines that are intended to grow up a wire trellis and/or the brick façade of the building, which can lead to damage to the brick façade. The ground floor planters, marquee and cornice have integrated drains and irrigation that are built into the façade of the building and will become inaccessible. If there is a leak or other issue the only remedy will be to plug the drains and turn off the irrigation, or remove parts of the façade to access the drains and/or irrigation. The cornice drains to the front terraces for Units PHA and PHB, underneath the pavers. Access must be provided by Unit owners to maintain these drains. (See the Sections of the Plan entitled, "Rights and Obligations of Unit Owners and the Board", (Section T) and "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

42. Purchasers are advised that there may be certain design elements included in a model Residential Unit or displayed in the sales office, Residential Unit renderings, and marketing materials that are not offered for sale and not included in the Residential Units being sold. Specifically, the furniture, furnishings, materials, equipment, hardware, installations, lighting or decorations displayed in a model Residential Unit, Residential Unit renderings, and marketing materials should not be deemed to be included in the sale of a Residential Unit, except as otherwise described in this Plan. The materials, appliances and finishes, etc. in the Building and/or Residential Units are described in this Plan and are subject to modification as provided herein, and may vary from those displayed in a model Residential Unit, Residential Unit renderings, and marketing materials. All dimensions in a model Residential Unit are approximate and subject to normal construction variances and tolerances. Purchasers should consult the floor plans appearing as Exhibit B in Part II of the Plan and consult Sponsor with any questions as to precisely what design elements their Residential Unit will include. (See the Sections of the Plan entitled "Description of the Property and Improvements" (Section D) and "Rights and Obligations of the Sponsor" (Section Q) both in Part I of the Plan for additional information.)

43. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, e-cigarette, tobacco, non-tobacco or any other lighted smoking apparatus, device, equipment or product (collectively, "Smoking Implements") in any area of the Condominium, whether indoor or outdoor, at any time. For the avoidance of doubt, smoking and the use of Smoking Implements shall be prohibited in all common areas of the Condominium, including, without

limitation, in any Unit, Common Element or Limited Common Element appurtenant to any Unit. In addition, no person may use any Smoking Implement within twenty-five (25) feet of any outside entrance to the Building or within twenty-five feet of any of the Building's outdoor air intakes or operable windows. The Board has substantial enforcement rights in the event of a violation of this restriction, as more fully described in Section 39 of the Rules and Regulations, attached to the By-Laws, which are included in Document E in Part II of this Plan.

44. The Facade Inspection Safety Program (formerly Local Law 11.98), which has been incorporated into the Administrative Code as section 28.302.1 ("FISP") shall apply to the Building. In accordance with FISP, the Condominium is responsible for scheduling inspections of the physical condition of the exterior walls and any terrace/balcony railings and guards (including fire escapes) of the Building and submitting a technical report thereof with the Buildings Department every five (5) years. The cost and expense thereof, including the cost of any repairs or maintenance to the facade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium's Board of Managers to draw from the Working Capital Fund, in its sole discretion). (See Section D of the Plan entitled "Description of Property and Improvement.")

45. Residential Units shall contain natural wood installations such as doors, floors, millwork and cabinetry, etc. Purchasers should note that wood products have certain inherent risks. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, millwork and molding) include, but are not limited to, the following: cracks between the floor boards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. The foregoing items may affect light-colored wood more noticeably. Additionally, wood products are subject to variations (i) in color (including possibly white, red, black, or even green shades), (ii) in the pattern and/or texture of wood grain, and (iii) in the appearance of finishes (including wood staining, gloss, and/or matte finishes). These variations may occur between wood products located in the same area of the Apartment. Wood products can also be affected by exposure to light and may darken, lighten, fade, and otherwise change with use and age. Protective felt pads and protective sheeting (such as plywood or masonite) should always be used on wood flooring when placing furniture or appliances avoid denting. As recommended by the National Wood Flooring Association, Purchasers are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling, and subsequent gapping. Powder rooms shall have wood floors installed and Purchasers should be aware that extra care should be taken in wet areas. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at <http://www.nwfa.org/>. All wood products should be maintained in accordance with the manufacturer's recommendations. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified. (See the Sections entitled "Description of the Property and Improvements" (Section D) and

“Rights and Obligations of the Sponsor” (Section Q) both in Part I of the Plan for additional information.)

46. Sponsor has retained and expressly reserves all Development Rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Law, may not be possible or may be limited. Further, as a result of such reservation by Sponsor, Sponsor or other Development Rights Owner may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Development Rights reserved by Sponsor or other Development Rights Owner will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights (i.e., in excess of those used in connection with the initial construction of the Building). In the event such Development Rights are transferred to the owner(s) of adjoining properties, a Unit Owner’s views and exposure to light may be affected. Upon request of Sponsor, or other Development Rights Owner, the Condominium Board will be required to execute any documentation (including, without limitation, a declaration of zoning lot restrictions and/or zoning lot development agreement) requested by Sponsor, or other Development Rights Owner in connection with a sale or transfer of Development Rights. (See Section Q of the Plan entitled “Rights and Obligations of the Sponsor”).

47. No pets other than dogs, cats, fish and caged birds (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Unit unless the Board of Managers or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Board of Managers or the Managing Agent in their sole discretion, at any time, with or without cause. Notwithstanding the foregoing, a Residential Unit Owner may keep as pets not more than four (4) domestic dogs, domestic cats or caged birds, provided that such pets do not cause a nuisance, health hazard or unsanitary condition to any other Unit Owner, tenant or occupant. Any pet constituting a nuisance, health hazard or unsanitary condition shall be permanently removed from the Building within thirty (30) days after notice from the Board of Managers or the Managing Agent. The Board has the right in its sole and absolute discretion to implement rules for any or all pets, including, but not limited to, a requirement for any or all pets to ride in the service elevator. In no event shall any animal be permitted in any public elevator in the Building, other than the elevator(s) designated by the Board of Managers or the Managing Agent, or in any of the public areas of the Building unless carried or on a leash. Any Unit Owner with an animal that is unleashed or not carried in a public area of the Building shall be

fined an amount to be determined by the Board of Managers in its sole discretion. Each Unit Owner who keeps (or permits to be kept) any type of pet in a Unit may be required to enter into an agreement with the Board of Managers, which may set forth such other rules regarding pets as the Board of Managers shall deem suitable and require the Unit Owner to indemnify, defend and hold harmless the Condominium, the Board of Managers, all other Unit Owners and the Managing Agent from and against all claims and expenses resulting from the acts or presence of such pet. Notwithstanding anything herein to the contrary, Sponsor shall have the right to grant to any Purchaser of a Residential Unit, at any time, on behalf of the Board of Managers, the consent to keep one (1) or more pets of any kind in that Purchaser's Residential Unit. Please refer to Section 14 of the House Rules that is attached as an Exhibit to the By-Laws in Part II of this Plan.

48. Prospective Purchasers are advised that pursuant to the terms of the Plan, Sponsor's obligation to repair, correct or replace defects in the construction of the Building is limited both as to the type of repair and the time period during which Sponsor is responsible for the condition of the Building or any of the Units, and no Purchaser shall have a right of rescission or lost rental damages due to any Sponsor defects. To the extent that Sponsor is obligated to correct, repair or replace any defects in the construction of the Building or any Unit, Sponsor's obligation is contingent upon receipt of a written notice within the following time periods from a Purchaser: (a) As to any claimed latent defect (but only if such latent defects are due to substantially improper workmanship or material substantially and materially at variance with the plans and specifications): (i) as to any Unit and its appurtenant Limited Common Elements, Sponsor is notified of such defects in writing by the Unit Owner by certified mail, return receipt requested, within one (1) year after the earlier of the Closing of title to such Unit or the execution and delivery of any lease to, by, or at the direction of the Purchaser of such Unit, or (ii) as to any Common Elements, Sponsor is notified in writing by the Board by certified mail, return receipt requested, within one (1) year after the later of (a) issuance of a certificate of occupancy, or (b) completion of that portion of the Common Elements which is claimed to be defective, (b) As to any claimed patent defect, Sponsor is notified of such defect in writing by certified mail, return receipt requested, within six (6) months after (i) the date of a Unit closing with respect to any such defect in the Unit and its appurtenant Limited Common Elements, or (ii) Initial Closing as to any such defect in the Common Elements. Prospective Purchasers are advised that Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering.

49. All legal costs, fees, and expenses charged by Purchaser's counsel shall be the sole responsibility of Purchaser. In addition, Purchaser shall be responsible for payment of the following fees: (i) the sum of \$4,000 to Rosenberg & Estis, P.C. in payment of a portion of Sponsor's legal fees; (ii) if Purchaser requests the closing to occur at an office other than the offices of Rosenberg & Estis, P.C., and Sponsor and Rosenberg & Estis, P.C. agree to such change, an attendance fee of \$500 for each closing held within Manhattan and \$700 for a closing held in any other borough of Manhattan; (iii) if Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, a fee of \$1,000; (iv) if

Sponsor, in its sole discretion, consents to Purchaser's request to participate in a tax deferred exchange pursuant to Internal Revenue Code Section 1031, a fee of \$750; (v) if the Closing is adjourned through no fault of Sponsor, an additional fee in addition to any amount set forth in the Purchase Agreement of \$500 for each such adjournment to help defray the costs of preparing for and coordinating a new closing; (vi) if Purchaser obtains mortgage financing, then Purchaser shall pay an additional fee of \$1,500 to defray the costs associated therewith. See section of the Plan entitled "Unit Closing Costs and Adjustments" for further details.

50. The purchase prices for the Units may be changed so that Purchasers may pay different prices for similar Units. The purchase prices set forth in Schedule A hereto must be changed by a duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines of units or unit models, or is to be advertised, or is a price increase for an individual purchaser. See Section K of the Plan entitled "Changes in Prices or Units" for further details.

51. No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder, and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. See Section DD of the Plan entitled "General" for further details.

52. As indicated on Schedule A and the Floor Plans (Exhibit B in Part II of the Plan), private terraces ("Terraces," individually, a "Terrace") are appurtenant to certain Residential Units 2D, 2E, 4B, 4C, PHA, PHB and PHC. Each Terrace exclusively appurtenant to a Residential Unit is a Residential Limited Common Element. The Unit Owner of a Residential Unit having a Terrace shall have the exclusive use thereof, subject to the rights of the Board to regulate its use and to obtain access in accordance with the Declaration, the By-Laws and the Rules and Regulations in effect from time to time. All Terraces constitute roof surfaces of the Building which may extend over Units below, and therefore, proper care must be taken, at all times, to protect the roof membrane, roof drains, and flashing and to avoid damage that may result in leaks into other portions of the Building, including but not limited to, Units which may be below such Terraces. Subject to the rights of the Board to regulate its use and to enter the Unit to access the Terrace and to access any Common Elements for maintenance, repair and replacement and other uses (including, without limitation, to access any Building mechanical equipment or other Common Elements located on any roof setback adjacent to any Terrace, or to use any Terrace as a platform for window washing equipment, if any), generally, all ordinary maintenance, repairs and cleaning thereof (including maintenance, repair and cleaning of any pavers, decking, tile or other flooring installed on the Terrace and any faucets, hose bibs, electrical outlets and lighting installed in or on the Terrace and cleaning of the interior and exterior surfaces of any doors and windows and railings adjacent to the Terrace), shall be made by the Unit Owner having exclusive access thereto at its sole cost and expense and extraordinary or structural repairs or replacements (including without limitation, work

necessary to repair any leaks with respect thereto and maintenance, repair and replacement of the structural concrete roof slab or other roof construction material, the roof membrane, flashing and similar waterproofing or other roofing elements located under the pavers, decking, tile or other flooring of the Terrace, railings, parapets, structural and drainage elements in or on the Terrace) shall be made by the Board and the cost and expense thereof shall be charged as a Common Expense to all Unit Owners. Sponsor is not responsible for, can make no guarantees regarding and shall have no liability to Unit Owners with respect to, the level of noise or vibrations or odors resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their Terraces. The Terraces appurtenant to Residential Units feature a frost free hose bib included in the Purchase Price. Residential Unit owners will be required to detach any hoses or irrigation lines before winter each year. Sponsor (or its designee) and the Board shall have the right, in connection with any repair or maintenance work in or to the Building, to erect scaffolding or attach window washing equipment or other equipment temporarily on any Terrace and to require a Unit Owner to remove any personal property from its Terrace (at the Unit Owner's sole cost and expense) in connection therewith, and, in such event, the affected Unit Owner will not be entitled to compensation or an abatement of Common Charges from the Condominium or other Unit Owners for the period during which their use of the Terrace is restricted or prevented in connection with repair or maintenance work in or to the Building. All furniture must be "patio/terrace" furniture which is rust-proof; any planting/landscaping must comply with all Laws. Plants may not exceed the total weight allowance of [one hundred (100) pounds] or such lesser load capacity as is determined by the Board, in its sole discretion. It will be the responsibility of the Unit Owner to maintain plant containers in good condition, and the drainage tiles and weep holes in operating condition. No runoff or excess water from irrigation systems or watering of plants shall be allowed. Any damage caused by the Unit Owner's negligence shall be at such Unit Owner's sole cost and expense. The Terrace must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair. The Unit Owner shall not remove any of the above items by putting them over the Terrace walls or rails, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Terrace wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on the Terrace; any appropriate furniture including table, chair cushions and umbrellas may be left on the Terrace only if properly secured to prevent them from becoming airborne in the case of a windstorm. No items can be placed on the Terrace parapet wall and/or railing. The Terrace or its walls or railings may not be painted, cemented or changed in any fashion from the original appearance. No carpeting or other floor covering may be placed on the Terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on the Terrace. No animals, which include but are not limited to dogs, cats, birds, may be allowed unattended on the Terrace. In no event shall any Unit Owner of a Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to ensure the integrity

of the Building and the health and safety of the occupants. In the event a Unit Owner fails to comply with any of its maintenance obligations, the Board may, at the expense of the Unit Owner and without liability to the Board, enter the Unit and perform such acts as are necessary to cure the Unit Owner's default. (See Sections entitled "Description of the Property and Improvements" (Part I Section D of the Plan) and "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

53. Exterior Insulation and Finish Systems (non-load-bearing exterior wall cladding systems that incorporate exterior continuous insulation and a variety of aesthetic finishes, designed to improve energy efficiency and weather protection) are installed on some lot line walls, inside faces of parapets, PH convenience bulkheads and main bulkheads. Purchasers should be advised that insurance companies require special policies for subcontractors performing work. Purchasers should consult with their insurance brokers regarding appropriate coverage. (See the Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

54. All Residential Units will have taped in doors and recessed baseboards. This can lead to plaster on walls cracking or getting scuffed and chipped. (See the Sections of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B") and "Rights and Obligations of the Sponsor" (Section Q) for further details).

55. All Residential Units will have natural marbles and stones installed in bathrooms, kitchen backsplashes and counters. The foregoing installations will be sealed prior to Closing a Residential Unit, but Purchasers should be advised that Purchasers are responsible to maintain and reseal natural marbles and stones installed in bathrooms, kitchen backsplashes and counters. Purchases should also be aware sealed marble and natural stones can stain, blotch and will show variations in patterns, tone or color (See Section Q of the Plan entitled "Rights and Obligations of the Sponsor" for further details).

56. Ceilings of Residential units are exposed board formed concrete (a construction technique where wood boards are used as formwork to create a textured surface on concrete, leaving a wood grain pattern on the finished concrete). The concrete in Ceilings of Residential units is untreated and will have variations in color, texture and may be uneven and not perfectly level. The ceilings will also have junction boxes and lights installed. Some Residential Unit ceilings will have exposed sprinkler pipes, plumbing pipes and HVAC ducts (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

57. Some Residential Units will contain some exposed concrete columns and walls in some apartments (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

58. There is a planter with bamboo and trees in the cellar lightwell facing the gym. There is also a large planter on the southern end of the 2nd floor terraces owned by Residential Units 2D and 2E. The planters described in the foregoing sentences are under control of the Condominium and the planters/plants cannot be moved or cut. There will be irrigation for these planters run from a hose bibs on Residential Unit 2D's terrace. The planters will drain onto the roof below. Access will need to be provided by owners of Residential Units 2D and 2E for regular maintenance of the planters described in this Paragraph. (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

59. The 2nd floor terraces and Penthouse roof decks have privacy fences between the units (these are limited common elements). These cannot be moved or changed unless required by law or statute. (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

60. Residential Unit 1A has a below ground level "Recreation Room" that is not permitted to be used for sleeping or as a living room. (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

61. Residential Units 2E and 3D have "home occupations" not including any windows and are not legal bedrooms. These interior home occupations cannot be used as living rooms or for sleeping purposes (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

62. While Units are being offered for sale or lease by Sponsor or its designees, there will be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents.

63. The Sponsor advises potential purchasers that the condominium's property management company, Arcus Development LLC, with an office at 134 Spring Street, New York, NY (the "Managing Agent"), is owned and/or controlled, directly or indirectly, by a principal of the Sponsor. As a result, there may be a potential conflict of interest in the performance of the Managing Agent's duties and responsibilities to the Condominium.

64. The Building has been designed and will be constructed as a fully electric building in accordance with Local Law 154 of 2021 passed by the New York City counsel, which prohibits the use of fossil fuel combustion in newly constructed buildings after

certain effective dates. As a result, the Building will not be connected to gas service, and no gas lines, meters, or gas-powered systems will be installed. All energy requirements within the Building, including heating, cooling, hot water, cooking, and operation of all appliances, will be supplied exclusively by electricity. The Building has been installed with advanced, high-efficiency electric systems and technology to deliver superior performance, comfort, and environmental responsibility in line with New York City's long-term sustainability goals. Purchasers should be aware that this all-electric infrastructure means that gas service will not be available for any future use within the Building. While this approach offers benefits in terms of energy efficiency, indoor air quality, and carbon emissions, it also subjects Unit Owners and residents to certain risks, including (i) exposure to fluctuations in electricity rates; (ii) reliance solely on electric power during outages; and (iii) limitations on the types of appliances that may be used within Units. (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

65. Prior to redevelopment, the Property was a Parking Garage built for that purpose in the 1920's. Before the Sponsor acquired the property the previous owner had a records review and subsurface investigation. The investigation noted "buried gasoline tanks" were present at the Building site in 1920. The tanks were removed, remediated, and subsequently registered and delisted from the NYSDEC Petroleum Bulk Storage Program. On April 8th, 2014 Spill Case No. 13- 03585 was officially closed by NYSDEC.

The Sponsor engaged Gallagher Bassett Technical Services (GBTS) to perform a Phase 2 subsoil investigation April 3rd, 2024 and a further Soil Vapor Investigation on May 9th, 2024. The Soil Vapor Investigation found the former use of the reported petroleum storage tanks has not caused significant adverse impact to sub-slab vapor or indoor air quality. Thus, the risk of soil vapor intrusion with respect to the former on-site petroleum tanks do not likely exist at the Building site and no further action is warranted. As a precaution for the protection of future residential occupants posed by residual petroleum-impacted vapors at the Building site, an appropriate vapor barrier below the basement floor slab should be installed as part of new building construction. As detailed in the Architect's Description of Property and Building Condition, A Stego® Wrap Vapor Barrier (20-Mil) will be installed under the slab. (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

An E-Designation / Restrictive Declaration for Air Quality and Noise E-216 was placed on the Building site pursuant to CEQR #07DCP078M to render the Property protective of Air Quality impacts. The Air Quality E-Designation (E-216) for the Building requires the following: "Any new residential and/or commercial development must use No. 2 oil or natural gas as the type of fuel for HVAC systems, and ensure that the heating, ventilating and air conditioning stack(s) is located at least 40 feet from the lot line facing East 8th Street when firing No. 2 oil, or at least 20 feet from the lot line facing East 8th Street when firing natural gas, to avoid any potential significant air quality impacts." Pursuant to Local Law 154 and noted in Special Risk 63, which prohibits the use of gas onsite, and to satisfy the

requirements of the E-designation, fully electric building systems will be utilized at the site for hot water and HVAC systems. All systems will be powered electrically. No gas will be used whatsoever.

The New York City Office of Environmental Remediation (OER) has issued a Notice of No Objection and a Notice to Proceed for the property pursuant to OER's responsibilities as established in Subchapter 7 of Chapter 14 of Title 43 of the Rules of the City of New York and Section 11-15 of the Zoning Resolution of the City of New York. Sponsor has filed an Air Quality remedial action plan that is acceptable to this OER. OER's Decision Document that defines the remedial actions required for this Condominium project have been prepared, filed and is available on request. At the conclusion of remedial activities required under this action, the Zoning Resolution and § 43-1474 of the Rules of the City of New York requires that OER issue a Notice of Satisfaction signifying that all remedial action requirements established for this Condominium project have been satisfied prior to issuance of the Certificate of Occupancy or Temporary Certificate of Occupancy by Department of Buildings.

At this time, upon issuing the Notice of Satisfaction the OER is unsure if they be able to remove the E-Designation from the Building site. Therefore, the Sponsor makes no representations as to the likelihood of successfully removing the E-Designation. Regardless of whether the E-Designation is removed the building as constructed does not burn fuel onsite and is prohibited from doing so under Local Law 154. If in the future the Local Law is rescinded and the Board chooses to add a fuel burning system to the site, it may have to comply with the E-Designation if it remains in place.

Sponsor is not aware of any other environmental issues affecting the property, except what is noted above.

66. Sponsor represents all residential units offered in this Plan have remained vacant since the date of submission to the Department of Law. Sponsor shall keep the residential units in the offering plan vacant until consummation of the offering plan unless a unit is occupied by a purchaser under contract subject to an interim lease agreement.

B. CERTAIN DEFINITIONS

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

“Abandonment Amount” means an amount equal to .5% of the aggregate Offering Price for all Units and refers to the aggregate amount of the costs of the following items, each as estimated by an architect or engineer designated by the Sponsor:

- (i) the existence of one or more defects in title affecting one or more Units which in the aggregate cannot be cured using reasonable diligence either: (a) without litigation, or (b) for less than the Abandonment Amount and (c) which title defects are not waived in writing by the Purchasers of all Units affected thereby; and
- (ii) any damage to or destruction of all or part of the Building by fire or other casualty that is not fully covered by the insurance proceeds retained by Sponsor (excluding any deductible amount), unless Sponsor elects to repair the same; and
- (iii) the taking of any material portion of the Premises by condemnation or eminent domain;

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

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

“Additional Deposit” shall have the meaning set forth in the Section entitled “Procedure to Purchase” (Section L).

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

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

“Approved Title Company” shall mean Chicago Title Insurance Company, or such other title insurance company, licensed to do business in the State of New York, as Sponsor may designate from time to time.

“Architect” means that Person identified as the Architect in the Section of this Plan entitled “Identity of Parties” (Section AA).

“Board of Managers” or “Condominium Board” or the “Board” means the entity responsible for operating the Condominium.

“Building” means the building located at 220-228 East 9th Street, New York, NY, including all improvements hereafter made to such building.

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

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

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

“Common Charges” means each Unit Owner’s share of Common Expenses payable by the Unit Owners, determined in accordance with the applicable provisions of the Declaration and By-Laws.

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

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

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

“Condominium” means The 220 East 9th Street Condominium, located at 220-228 East 9th Street, New York, NY, to be established pursuant to the Declaration and consisting of the Units and the Common Elements.

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

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

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

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

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

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

“DOB” means the Department of Buildings of the City of New York.

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

“Escrow Agent” shall mean the law firm of Rosenberg & Estis, P.C., 733 Third Avenue, New York, New York, as holder of sales proceeds under this Plan, or such other law firm as Sponsor may hereafter designate in an amendment to this Plan.

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

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

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

“Floor Plans” refer to those Floor Plans of the Building prepared by Colberg Architecture, PC, having an office at 31 Smith Street Brooklyn, NY, filed together with the Declaration, as the same be amended from time to time.

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

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

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

“Initial Closing” means the first Closing of the sale of a Unit sold pursuant to this Plan.

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

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

“Legal Requirements” means, collectively, the requirements of all federal, state and local laws, codes, rules and regulations applicable to the use or occupancy of the Premises, including without limitation, zoning requirements and environmental requirements, as any of the foregoing may be in effect from time to time.

“Limited Common Elements” means those portions of the Common Elements described in the Declaration which serve, benefit or are available for use by less than all of the Unit Owners.

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

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

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

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

“Parking Unit” or “Non-Residential Unit” means each of those Units designated as a Parking Unit (a/k/a a parking space) in the Declaration, together with its appurtenant Common Interest, all located on the first floor of the Building.

“Parking Unit Owner” or “Non-Residential Unit Owner” refers to the record Unit Owner of fee title to a Parking Unit at the date in question.

“Parking Common Charges” refers to assessments payable to the Board by the Parking Unit Owners for the purpose of meeting (a) Parking Common Expenses and (b) each Parking Unit Owner’s pro rata share of General Common Expenses.

“Parking Common Element” refers to the Common Elements that serve or benefit exclusively the Parking Units and/or the Parking Unit Owners.

“Parking Common Expense” refers to costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition improvement to, the Parking Common Elements, or in connection with any services nor facilities exclusively benefitting the Parking Unit Owners.

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

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

“Permitted Mortgagee” means the holder of a Permitted Mortgage.

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

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

“Premises” or “Property” means, collectively, the Land and Building.

“Prohibited Uses” refers to those specific uses specified in the Declaration as prohibited in any Unit, regardless of legality, and summarized in “Rights and Obligations of Unit Owners and the Board” (Section T)

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

“Property Tax Consultant” shall mean the person identified as such in Section “AA” of this Plan, “Identity of Parties”.

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

“Purchase Price” means the total purchase price for a Unit actually payable by a Purchaser under a Purchase Agreement.

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

“Regulations” or “Rules and Regulations”, unless otherwise expressly provided, refer to the Rules and Regulations of the Condominium, as amended from time to time.

“Residential Limited Common Elements” refers to those Limited Common Elements which serve or have special or exclusive use for, or availability to, the Owner or Owners of all Residential Units and only such Units.

“Residential Unit” means each of those Units designated as a Residential Unit in the Declaration, together with its appurtenant Common Interest.

“Residential Unit Owner” refers to the record Unit Owner of fee title to a Residential Unit at the date in question.

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

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

“Sponsor” means Astor Nine LLC, a Delaware limited liability company, having an office at the address set forth on the cover of this Plan and its successors and assigns.

“Sponsor Control Period” shall have the meaning set forth in “Control by the Sponsor” (Section R).

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

“Storage License” shall mean that agreement pursuant to which a Purchaser acquires the right to use a Storage Space upon the terms and conditions therein set forth, as such agreement may be modified from time to time by the Condominium.

“Storage Space” shall mean one of those storage facilities to be situated in the cellar of the Building and intended to be used for storage of personal property by those Unit Owners who shall have purchased the right to use a Storage Space, which use is subject to the terms and conditions set forth in this Plan. All references in this Plan to acquiring a

Storage Space shall be construed to mean acquiring the right, in the nature of a license, to use a Storage Space in accordance with the terms of a Storage License.

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

“Tax Escrow” shall have the meaning set forth in Section P, “Closing Costs and Adjustments.”

“Tax Liability Period” shall have the meaning set forth in the Section entitled “Closing Costs and Adjustments” (Section P).

“TCO” means a temporary certificate of occupancy for the Building.

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

“Unit” means a Residential Unit or Parking Unit, unless otherwise specified. Unless otherwise specified, reference to “Units” refers, collectively, to the Residential Units and Parking Units.

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

“Unit Owner” or “Owner” means the record Owner of fee title to a Unit.

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

“Waiver Period” shall mean that period, if any, during which Sponsor shall have waived assessment and collection of Common Charges, as more fully described in the Section of this Plan entitled “Rights and Obligations of the Sponsor” (Section Q).

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

C. INTRODUCTION

The Premises

Astor Nine LLC, a Delaware limited liability company, with an office at 134 Spring Street, New York, NY (the “Sponsor”), acquired the land and improvements located at 220-228 East 9th Street, New York, New York (the “Premises”) on March 1, 2024. The lot is zoned R8B, pursuant to the New York City Zoning Resolution, which permits use of the Premises for certain residential purposes and is not within a special purpose district, limited height district, or any commercial zoning overlay.

Sponsor is in the process of demolishing the pre-existing structures and erecting a new six-story building with cellar (the “Building”). Upon completion of construction, the Building will include eighteen (18) newly-constructed residential units on floors 1 through 6, with the first floor Residential Unit including a below-grade recreation room and the roof reserved exclusively for use by the Penthouse Residential Units as a Limited Common Element.

Pursuant to a declaration of condominium to be recorded in the Office of the New York City Register for New York County (the “Declaration”), The 220 East 9th Street Condominium (the “Condominium”) shall be established at the Premises. Upon completion of Sponsor’s renovations to the Premises, the Condominium will consist of eighteen (18) residential apartments (“Residential Units”) located mainly on Floors 1-6 of the Building and ten (10) vehicle parking spaces (each a “Parking Unit”), situated on the first floor of the Building, and twenty-one (21) Storage Spaces located in the cellar (each a “Storage Space”), all as more fully described in this Plan. Collectively, the Residential Units and Parking Units are collectively referred to in this Plan as the “Units”. The cellar will include (a) Building mechanical equipment and utility meters, (b) the following amenities available at no additional cost exclusively to Residential Unit Owners: a fitness center, sauna, dog washing station, clothes washer/dryer machines, two (2) half-bathrooms and a residents lounge, and (c) space in the cellar for twenty-one (21) Storage Spaces. See the Architect’s Description of Property and Building Condition, contained in Part II of this Plan as Document B.

Sponsor presently intends to substantially complete construction by one (1) to two (2) years after the First Closing, but makes no representation, guarantee or assurance as to such completion date.

The Architect’s Description of Property and Building Condition, contained in Part II of this Plan as Document B, including the Floor Plans and other exhibits which are part of that document (all of which is sometimes referred to in this Plan as the “Property Report”), sets forth a more complete description of the Units.

Pursuant to the Declaration, the Residential Units may be used for residential purposes (including such “home office” uses as may be allowed by Legal Requirements) ,

and the Parking Units may be used exclusively for vehicular parking purposes, but, in any event, all Units are subject to certain prohibited uses described in the Declaration and summarized as Prohibited Uses in the Section of this Plan entitled “Rights and Obligations of Unit Owners and the Board” (Section T).

Summary of Transaction

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

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

The Premises are encumbered by a first mortgage held by Derby Hilliard 88, LLC, the lien of which shall be released from each Residential Unit, together with its Common Interest, at or prior to such Residential Unit’s closing of a sale to a Purchaser under this Plan. The Offering Prices for Units set forth in Schedule A of this Plan meet or exceed such release price requirements. There are no other material terms under such financing creating or relating to the Sponsor’s obligation to sell Units nor any limits or requirements imposed by the lender for Sponsor to rent rather than sell Units under specified market conditions. In the event that the Sponsor makes a bulk sale of all or some of its unsold Units, the transferee, as a successor sponsor, shall be bound by Sponsor’s representations, if any, in this Plan regarding its commitment to sell Residential Units.

The building loan documents do provide that Sponsor will not enter into any residential lease without the written consent of lender, which consent shall not be unreasonably withheld, conditioned (which conditions may include, without limitation, requirement for a loan-to-value covenant, debt service coverage ratio covenant and confirmation that the property is not subject to any rent regulation laws), or delayed.

The Board of Managers of the Condominium (the “Board”), acting on behalf of the Unit Owners, shall make any and all decisions relating solely to the operation and cost of

operation of the Condominium and the costs incurred solely in connection with the operation, maintenance, alteration and improvement of the Units will be borne solely by the Unit Owners.

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

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

Banks and other lending institutions in the State of New York are permitted to finance a portion of the Purchase Price for Units for those Purchasers whose credit, income and reputation are acceptable to the lending institution. Neither the Sponsor, nor any person or entity associated with the Sponsor makes any representation, warranty or assurance as to the terms, conditions, costs or availability of financing sought in connection with the purchase of a Unit. Moreover, the Purchase Agreement is not contingent upon a Purchaser obtaining a commitment for satisfactory purchase-money financing. Therefore, a Purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once such satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, Sponsor may (but is not obligated) to cancel the Purchase Agreement and retain the Deposit as liquidated damages (not to exceed an amount equal to the sum of (a) 20% of the Purchase Price, (b) interest earned thereon, if any and (c) the Extra Work Deposit, if any). See section of the Plan entitled "Procedure to Purchase" (Section L).

The agreement to purchase a Unit is called a "Purchase Agreement," the form of which is contained in Part II of the Plan as Document "A."

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

Parts I and II of the Offering Plan, together with the exhibit volumes submitted to the Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY 10005, in connection with the filing of this Plan, constitute the entire offer of the Sponsor. Copies of the Offering Plan and said exhibit volumes are available for inspection by prospective Purchasers without charge, or for copying at a reasonable charge, at the Department of Law, the office of the Sponsor during normal business hours, or the sales office, if any, located at the Premises whenever the sales office is open, in any event upon reasonable prior notice.

Construction Financing

Sponsor has a construction loan encumbering the Property ("Sponsor's Loan"), which Sponsor obtained from Derby Hilliard 88, LLC (together with any co-lenders, successors and assigns of Sponsors' Loan, "Sponsor's Lender"). Sponsor's Loan terms provide for Sponsor's Lender's subordination of the Sponsor's Loan to the Declaration following the satisfaction of customary conditions including declaring the Plan effective. Sponsor's Loan terms provide for Sponsor's Lender's subordination of the Sponsor's Loan to the Declaration following the satisfaction of customary conditions including declaring the Plan effective. Release prices under Sponsor's Loan are the greater of scheduled minimum release prices or net proceeds of sale; and Sponsor's Loan requires the consent of Sponsor's Lender in connection with Sponsor's ability to rent Unsold Units. In the event Sponsor's Loan is not satisfied at or prior to the First Closing, at or prior to the First Closing, Sponsor's Lender will subordinate the lien of its mortgage to the Declaration and, at each applicable closing, release its lien on the Unit then being conveyed and the interest in the Common Elements appurtenant thereto.

Basic Aspects of Condominium Ownership

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

The business of the Condominium generally will be governed by the Board, members of which are elected by the Unit Owners as more fully described in Section S, "Board of Managers." See also, "Control by the Sponsor" (Section R). A Unit Owner will be required to pay monthly Common Charges, and a Parking Unit Owner will be required to pay monthly Parking Common Charges, which the Board will use for payment of the costs of operation and maintenance of the Condominium and/or Parking Common Elements

as well as to establish or maintain such reserves as the Board may deem appropriate from time to time, based upon the total cash requirements of the Condominium as projected in an annual budget adopted each year by the Board. A budget for the projected First Year of Condominium Operation, together with supporting footnotes, is set forth as Schedule "B" of this Plan. Also see Declaration (Part II, Document "E") for more details.,

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

A Unit Owner will be responsible for maintaining his or her Unit and making repairs within the Unit. Generally, after purchasing a Unit, a Unit Owner may, at his or her own cost and expense and with the prior consent of the Board (which shall not be unreasonably withheld), make alterations or improvements within his or her Unit, so long as he or she obtains all necessary permits, licenses and approvals and otherwise complies with the requirements of the Board. Notwithstanding the foregoing provisions, until such time as the Sponsor shall have obtained a final certificate of occupancy for the entire Building, no Unit Owner may make any alterations to his or her Unit without the express prior written consent of the Sponsor. Such consent may be withheld or conditioned as the Sponsor may determine in its sole discretion, in order that Sponsor's undertaking to obtain such a final certificate of occupancy will not be hindered, impaired or delayed or otherwise adversely affected.

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

Upon apportionment of separate tax lots for each Unit by the City of New York, each Unit (including its allocable Common Interest) will be taxed separately for real estate tax purposes and no Unit Owner will be liable for the real estate taxes payable with respect to any other Unit. As set forth in the written opinion of Rosenberg & Estis, P.C., counsel for Sponsor, if this Plan becomes effective in accordance with its terms and all of the conditions referred to in such opinion are met, each Residential Unit Owner may be entitled

to deduct for federal income tax purposes, a portion of the amount of (a) real estate taxes paid with respect to his or her Unit, and (b) interest paid on any mortgage incurred to acquire his or her Unit if such Unit is used by the Unit Owner as his or her principal or secondary residence. See, "Counsel's Tax Opinion" (Section W).

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

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

D. DESCRIPTION OF PREMISES AND IMPROVEMENTS

The Premises

The Premises consist of an approximately 7,875 square foot lot, located on 220-228 East 9th Street, between Second and Third Avenues in Manhattan, together with the building and other improvements thereon. The lot is zoned R8B pursuant to the New York City Zoning Resolution, and is not within a special purpose district, limited height district, or any commercial zoning overlay.

Prior to redevelopment, the Property was a Parking Garage built for that purpose in the 1920's. Sponsor is in the process of demolishing the existing Parking Garage and improvements and erecting a new six (6) story Building (plus cellar level), consisting of eighteen (18) Residential Units on floors 1 through 6, a vehicle parking garage in the first floor with Parking Units for ten (10) vehicles, and twenty-one (21) Storage Spaces in the cellar.

The Building will also include in the cellar as General Common Elements (a) Building mechanical equipment and utility meters, (b) a fitness center containing workout equipment (with a maximum capacity of twenty-six (26) people), sauna, dog washing station, clothes washer/dryer machines, two (2) half-bathrooms and a residents lounge ((with a maximum capacity of eight (8) people) for use exclusively by Residential Unit Owners and (c) space in the cellar for Storage Spaces (with a maximum capacity of ten (10) people).

Purchasers of a Residential Unit shall have the right to purchase, on a first-come, first serve basis, the right, in the nature of a license, to use a Storage Space, which are situated in the cellar of the Building. Use of the Storage Spaces shall be subject to such rules and conditions as the Condominium may determine from time to time. Such terms and conditions are initially set forth in the form of License Agreement contained in Part II of this Plan as Document H. The Storage Spaces may not be used for any type of occupancy, including but not limited to dining, sleeping, living room, office or recreation room. To use such facilities in violation of such restriction may result in a violation against the Premises being issued by the NYC Department of Buildings. In addition, the Storage Spaces may not be used to store or otherwise maintain "Combustible Items" as such term is used in the New York City Building Code. No storage of clothing, furniture, books, papers or other items, if considered combustible pursuant to such Code definition, will be permitted. For additional terms and conditions of the License Agreement, see Section T, "Rights and Obligations of Unit Owners and the Board".

See the Floor Plans included with the Property Report, contained in Part II of this Plan as Document B, for a more complete description of the Units.

The Sponsor anticipates that construction of the improvements will be substantially completed approximately one (1) to two (2) years after the First Closing, subject to possible

delays due to weather, strikes, lockouts, acts of God, shortages or inability to obtain materials, equipment or labor, governmental restrictions, and any other matter beyond Sponsor's control. Sponsor makes no representations or warranties as to when construction of the Building will be substantially completed. Even if construction is substantially completed approximately one (1) to two (2) years after the First Closing, significant construction or renovations may continue beyond that date, with the attendant interference with and disruption of Unit Owners' peaceful and quiet enjoyment of the Premises. In addition, certain of the Building systems or facilities may not be fully operational as of the date of the Initial Closing. However, (a) at the date of the Initial Closing, all services and facilities which directly affect the health, safety and welfare of Building occupants shall have been substantially completed and (b) all services and facilities will be available no later than the earlier to occur of the date when Sponsor has closed title to 50% of the Units or two (2) years from the Initial Closing. The improvements will be built by the Sponsor in accordance with all applicable zoning and building laws, regulations and codes and other government requirements, including those of the City and State of New York and substantially as described in the Property Report, which is included in Part II of this Plan as part of Document "B."

Prior to redevelopment, the Property was a Parking Garage built for that purpose in the 1920's. Before the Sponsor acquired the property the previous owner had a records review and subsurface investigation. The investigation noted "buried gasoline tanks" were present at the Building site in 1920. The tanks were removed, remediated, and subsequently registered and delisted from the NYSDEC Petroleum Bulk Storage Program. On April 8th, 2014 Spill Case No. 13- 03585 was officially closed by NYSDEC.

The Sponsor engaged Gallagher Bassett Technical Services (GBTS) to perform a Phase 2 subsoil investigation April 3rd, 2024 and a further Soil Vapor Investigation on May 9th, 2024. The Soil Vapor Investigation found the former use of the reported petroleum storage tanks has not caused significant adverse impact to sub-slab vapor or indoor air quality. Thus, the risk of soil vapor intrusion with respect to the former on-site petroleum tanks do not likely exist at the Building site and no further action is warranted. As a precaution for the protection of future residential occupants posed by residual petroleum-impacted vapors at the Building site, an appropriate vapor barrier below the basement floor slab should be installed as part of new building construction. As detailed in the Architect's Description of Property and Building Condition, A Stego® Wrap Vapor Barrier (20-Mil) will be installed under the slab. (See Section of the Plan entitled, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B").

An E-Designation / Restrictive Declaration for Air Quality and Noise E-216 was placed on the Building site pursuant to CEQR #07DCP078M to render the Property protective of Air Quality impacts. The Air Quality E-Designation (E-216) for the Building requires the following: "Any new residential and/or commercial development must use No. 2 oil or natural gas as the type of fuel for HVAC systems, and ensure that the heating, ventilating and air conditioning stack(s) is located at least 40 feet from the lot line facing

East 8th Street when firing No. 2 oil, or at least 20 feet from the lot line facing East 8th Street when firing natural gas, to avoid any potential significant air quality impacts.” Pursuant to Local Law 154 and noted in Special Risk 63, which prohibits the use of gas onsite, and to satisfy the requirements of the E-designation, fully electric building systems will be utilized at the site for hot water and HVAC systems. All systems will be powered electrically. No gas will be used whatsoever.

The New York City Office of Environmental Remediation (OER) has issued a Notice of No Objection and a Notice to Proceed for the property pursuant to OER’s responsibilities as established in Subchapter 7 of Chapter 14 of Title 43 of the Rules of the City of New York and Section 11-15 of the Zoning Resolution of the City of New York. Sponsor has filed an Air Quality remedial action plan that is acceptable to this OER. OER’s Decision Document that defines the remedial actions required for this Condominium project have been prepared, filed and is available on request. At the conclusion of remedial activities required under this action, the Zoning Resolution and § 43-1474 of the Rules of the City of New York requires that OER issue a Notice of Satisfaction signifying that all remedial action requirements established for this Condominium project have been satisfied prior to issuance of the Certificate of Occupancy or Temporary Certificate of Occupancy by Department of Buildings.

At this time, upon issuing the Notice of Satisfaction the OER is unsure if they be able to remove the E-Designation from the Building site. Therefore, the Sponsor makes no representations as to the likelihood of successfully removing the E-Designation. Regardless of whether the E-Designation is removed the building as constructed does not burn fuel onsite and is prohibited from doing so under Local Law 154. If in the future the Local Law is rescinded and the Board chooses to add a fuel burning system to the site, it may have to comply with the E-Designation if it remains in place.

Sponsor is not aware of any other environmental issues affecting the property, except what is noted above.

Units

As noted above, the Premises will consist of eighteen (18) Residential Units situated on floors 1-6 (with the first floor including a recreation room at the cellar level) and ten (10) Parking Units in the parking garage facility at the first floor level.

A Unit Owner will hold fee title to his or her Unit. Each Unit will consist of the areas described as follows:

(a) Residential Units -

(i) measured horizontally, from the exterior side of the exterior wall, concealed blockwork or concealed concrete structural members of the

exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the center line of the demising wall separating one Unit from another Unit and the outside face of the corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or to the outside face of the opposite exterior walls; notwithstanding that, in the Declaration and in Schedule A of this Plan, the floor area of the elevator opening into each Unit is included in the floor area of such Unit; and

(ii) measured vertically, from the top of the concrete floor to the underside of the concrete ceiling of such Unit.

(b) Parking Units -

(i) measured as shown on areas set forth on the floor plans in Part II of this Plan and on Schedule A to the Plan, and are approximate.

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

There are lot line windows in Residential Units PHA, PHB and PHD, more specifically described in the Property Report, set forth in Part II, Document B. These windows are provided with sprinklers but may be required to be reduced in size or sealed if the adjoining property is ever redeveloped with one or more buildings of different configurations than that which is now located on such adjoining property. The habitable rooms having lot line windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. Under the New York City Building Code, lot line window conditions for R-2 occupancy must meet certain requirements including being provided with a protective sprinkler head. In the event any of such lot line windows must be reduced in size or sealed, the Owner of the affected Unit shall solely bear the costs relating to such reduction or closure. As of the filing date of this Plan, Sponsor estimates the cost of such reduction or

closure to be approximately \$10,000 per window. The infill of any lot line windows must be type I-B construction with 2-hour fire-rated assembly in compliance with the New York City Building Code. Sponsor makes no representation or warranty of any kind whatsoever as to views and/or light quality from any windows and/or terraces in the Building.

Heat and air conditioning to each Residential Unit is provided by a Variable Refrigerant Flow ("VRF") split-system, with the associated condenser unit located on the roof of the Building. All of the utilities in each Residential Unit, including cooking facilities, clothes washer/dryer, use electricity, which will be separately-metered and billed directly to each Residential Unit Owner by the provider. The cost of water supplied to the Residential Units is a Common Expense. The Parking Unit Owners shall also be exclusively responsible for payment of parking garage electric meter charges benefitting their Units, based upon Common Interest of such Parking Unit (See Schedule A). Each Unit shall include a smoke and carbon monoxide detector and intercom system with door release for entry door security. Wiring will be installed in each Unit to enable a Unit Owner, at his or her option and sole cost, to obtain telephone and cable television services directly from the provider of such services, although any cable distribution wiring within the Unit from the point of entry of the cabling to the Unit shall be the responsibility of the Unit Owner. Each Residential Unit also contains a laundry closet or laundry room equipped with an electric clothes washer and ventless dryer.

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

For a more complete description of the Premises, See, "Architect's Description of Property and Building Condition" (Part II, Document "B").

Common Elements

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

Common Elements consist of portions of the Premises which are intended to serve or benefit or are available for common use by all Unit Owners and which are necessary or convenient for the existence, maintenance or safety of the Premises. Common Elements include, but are not limited to, the Land, exterior portions and foundations of the Building, the roof, lobby, elevator, common stairway and all mechanical systems serving the Premises generally. A Unit's undivided percentage interest in the Common Elements is referred to as such Unit's "Common Interest." Generally, the costs and expenses incurred in connection with the operation, maintenance and repair or replacement of the Common Elements are referred to as "Common Expenses" and are borne jointly by the Unit Owners

in proportion to their respective Common Interests; provided however, that if and to the extent that any particular Unit(s) enjoys the benefit of such expenses in a manner which is significantly greater than its respective Common Interest, it is intended that such Unit Owner bear a proportionately higher percentage of such expenses, as may be determined by the Sponsor prior to the Initial Closing and thereafter by the Board. For example, certain Building expenses have been allocated exclusively to the Parking Units, since the Residential Unit Owners who do not own a Parking Unit do not benefit from the affected facility, space or system.

Limited Common Elements

Certain Common Elements which serve or have special or exclusive use for or availability to the Owner or Owners of one or more but less than all of the Units are designated as Limited Common Elements or, as to Limited Common Elements which serve or have special or exclusive use for or availability to the Owner or Owners of all Residential Units and only such Units, Residential Limited Common Elements. Residential Limited Common Elements include, by way of example, exterior Terrace space appurtenant to a Residential Unit, the portion of the Building roof level which is appurtenant to a PHA, PHB and PHC, as more fully described in this Plan (See Schedule A and "Architect's Description of Property and Building Condition" (Part II, Document "B")).

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

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

Unless such repairs are necessitated by the acts or omissions of a Unit Owner (in which event, the cost thereof shall be paid by such Unit Owner), the cost of such structural repairs, alterations and improvements are a Common Expense.

Easements

The Board and its designated agents or contractors shall have an easement of access to the Common Elements and Limited Common Elements for purposes of repair, maintenance, improvement, replacement or service. Unit Owners shall also have certain easement rights to such portions of the Common Elements and Limited Common Elements and other Units as is necessary to protect, maintain and repair facilities within each Unit. For a description of certain other easement rights, See, "Rights and Obligations of Unit Owners and the Board" (Section T). The Sponsor and its designees have the additional right, in the nature of an easement (in addition to its easement rights as a Unit Owner), to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building.

Wood Products

Purchasers should note that wood products have certain inherent risks. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, and molding) include, but are not limited to, the following: cracks between the floor boards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. The foregoing items may affect light-colored wood more noticeably. Additionally, wood products are subject to variations (i) in color (including possibly white, red, black, or even green shades), (ii) in the pattern and/or texture of wood grain, and (iii) in the appearance of finishes (including wood staining, gloss, and/or matte finishes). These variations may occur between wood products located in the same area of the Apartment. Wood products can also be affected by exposure to light and may darken, lighten, fade, and otherwise change with use and age. Protective felt pads and protective sheeting (such as plywood or masonite) should always be used on wood flooring when placing furniture or appliances avoid denting. As recommended by the National Wood Flooring Association, Purchasers are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling, and subsequent gapping. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at <http://www.nwfa.org/>. All wood products should be maintained in accordance with the manufacturer's recommendations. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified.

Building Personnel

The Building staff will include a staff of one (1) full time non-resident superintendent and a staff to provide for the presence of a porter, concierge, and full time doorman (24/7).

Laundry

There will be an electric washer and ventless dryer in each Residential Unit.

Appliances

All Residential Units will have the following equipment installed within the Unit: refrigerator, freezer, dishwasher, garbage disposal, cooktop, hood, speed oven, and oven. (See, "Architect's Description of Property and Building Condition including Unit Floor Plans" (Part II, Document "B")).

Neither Sponsor, the Managing Agent, nor the Board of Managers will be liable in the event of any interruption, discontinuance, or reduction in the quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person, other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or person or their employees or agents. Nothing contained herein is intended to relieve Sponsor for any obligation it may have to complete the Building in the manner described in the Property Report.

Handicapped Accessible Parking Unit

Parking Unit PS-1 is designated as a handicapped parking space (the "HC Space") in order for the Condominium to comply with the New York City Zoning Resolution and other applicable Laws. Sponsor reserves the right to sell the HC Space to a non-handicapped Purchaser or Residential Unit Owner, subject to certain restrictions, as disclosed below and as provided in the By-Laws. The HC Space shall be the last parking space sold by Sponsor, unless it is purchased by a handicapped Purchaser or Residential Unit Owner or by a Residential Unit Owner with a handicapped family member or domestic partner who legally qualifies for handicapped parking.

(i) In the event that a Residential Unit Owner in the Building owns a non-handicapped Parking Unit; is or becomes handicapped, or has a family member, domestic partner or tenant who resides in the Residential Unit and is or becomes handicapped (each party a "Handicapped Party"); and the Handicapped Party obtains government-issued license plates or a permit which would legally allow such Handicapped Party to park in a designated "handicapped" parking space, such Residential Unit Owner shall have the right to demand, in writing, that the fee owner of Parking Unit PS-1 convey title to Parking Unit PS-1 to such Residential Unit Owner in exchange for the deed to the non-handicapped Parking Unit;

(ii) In the event that the condition set forth in the above paragraph (i) occurs, but the Residential Unit Owner in the Building does not own a non-handicapped Parking Unit and is or becomes handicapped, or has a family member, domestic partner or tenant who is or becomes handicapped, the Residential Unit Owner (on behalf of himself or such Residential Unit Owner's handicapped family member, domestic partner or tenant, as the case may be) shall have the right to compel the fee owner of Parking Unit PS-1 to lease Parking Unit PS-1 at fair market value for use by such handicapped party;

(iii) Notice hereunder shall be by certified mail, return receipt requested, or by personal delivery, or by nationally recognized overnight courier. The owner of Parking Unit PS-1 shall comply with a written demand for Parking Unit PS-1 in accordance with the terms hereof within thirty-five (35) days after the postmark date of such demand if such demand is by mail (certified mail, return receipt requested) or thirty (30) days after delivery if such demand is by personal delivery or by a nationally recognized overnight courier;

(iv) In the event that the parties cannot agree on the fair market value of leasing Parking Unit PS-1 within time frame specified in paragraph (iii) above, then that matter shall be resolved by binding arbitration in accordance with Article 11 of the By-Laws; and

(v) All costs and expenses entailed in the transfer of title to, or leasing of, Parking Unit PS-1, as the case may be, pursuant to the provisions hereof shall be borne solely by the party requesting the transfer of title or leasehold interest. Such costs shall include, but shall not be limited to, title insurance fees, recording fees, New York State and New York City transfer taxes, attorney's fees for both parties, fees levied by the Condominium, and any fee charged by a mortgage lender for release of Parking Unit PS-1 and/or for substitution of collateral.

E. LOCATION AND AREA INFORMATION

Location

The Property is located at 220-228 East 9th Street in the Borough of Manhattan in the City and State of New York. The Property is bounded by East 9th Street to the North, Second Avenue to the East, St Mark's Place to the South, and Stuyvesant Street to the West.

The Premises are situated on 220-228 East 9th Street, between 2nd and 3rd Avenues in Manhattan. The lot is zoned R8B pursuant to the New York City Zoning Resolution, which permits residential use, and is not within a special purpose district, limited height district, or any commercial zoning overlay. The neighborhood benefits from ready access to transportation. Multiple subways, bus lines, major thoroughfares and alternative means of transportation allow for easy accessibility. The Premises are directly served by several NYC Subway lines.

Schools

New York Public School District 1, as the governing school district for the Condominium, comprises many public and private elementary, middle and high schools, including:

Public Schools:

Pre-K and Elementary Schools

Asher Levy P.S. 19	285 First Avenue
Neighborhood School	121 East 3rd Street
Robert Simon P.S. 64	600 East 6th Street
Roberto Clemente P.S. 15	333 East 4th Street
The Earth School	600 East 6th Street
The Children's Workshop School	610 East 12th Street
The East Village Community School	610 East 12th Street
The STAR Academy P.S. 63	121 East 3rd Street

Pre-K through Middle School

Franklin Delano Roosevelt P.S. 34	730 East 12th Street
The Island School P.S. 188	442 East Houston Street

K through High School

New Explorations into Science, Technology
and Math High School

111 Columbia Street

Middle Schools

Girls' Preparatory School, a charter school
Technology, Arts and Science Studio School
Tompkins Square Middle School

442 East Houston Street
185 First Avenue
600 East 6th Street

Middle and High School:

East Side Community High School / College
Preparatory Academy

420 East 12th Street

High Schools:

Forsyth Satellite Academy
Cascades High School
Manhattan School for Career Development
Bard High School Early College

198 Forsythe Street
198 Forsythe Street
113 East 4th Street
525 East Houston Street

Private Schools:

La Salle Academy
St. George Academy
St. Brigid's School
Immaculate Conception School
Friends Seminary
Grace Church School

215 East 6th Street
215 East 6th Street
185 East 7th Street
419 East 13th Street
222 East 16th Street
86 Fourth Avenue and 46
Cooper Square

Colleges and Universities

New York University, The Cooper Union, Parson's School of Design, New York Film Academy, Hebrew Union College, New York Studio School and The New School are among the leading colleges and universities in the vicinity of the Building.

New York University, The Cooper Union, Parson's School of Design, New York Film Academy, Hebrew Union College, New York Studio School and The New School are among the leading colleges and universities in the vicinity of the Building.

Surrounding Area, Shopping, Culture and Recreation

Located in close proximity to the Condominium are luxury residences, office buildings, museums, art galleries, hotels, parks, and retail establishments, including supermarkets, drugstores, dry cleaners and banks.

There are also many museums, libraries, theaters, and cultural institutions in the New York area.

Transportation

New York City is served by three major airports: LaGuardia Airport, Kennedy International Airport and Newark Liberty International Airport. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Station, located at Lexington Avenue and 42nd Street.

Transportation to and from the Condominium, and through New York City, is available by taxi, limousine, private automobiles, subway or bus. Excellent transportation, both public and private, is available in the vicinity of the Building. The closest subway station, at Astor Place, is the 6 train, a convenient crosstown line which connects with all the major subway lines and provides frequent service: at Union Square/14th Street station (4, 5, 6, N, Q, R, W, L) that connects to various subway lines; Both the M8 and M14 crosstown buses conveniently connect to all major northbound and southbound bus lines. The M8 runs east on 8th Street, turning north on Avenue A, then proceeding west on 10th Street. Less than three blocks from the Condominium the M15 bus travels uptown on First Avenue, and downtown on Second Avenue. The M101, M102 and M103 buses run both north and south on Third Avenue. Taxis also frequent this popular area. A number of commercial parking garages are located nearby.

Medical, Educational, and Religious Facilities

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

Private schools, public schools and parochial schools on the elementary, middle school and high school levels are located within walking distance of the Condominium. There are many colleges, universities, and other educational centers available in the New York City area.

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

Municipal Services

The City of New York will provide water, sanitation, police and fire services to the Building. The local police station is located at 321 East 5th Street, New York, NY 10003. The local fire station is located at 42 Great Jones St., New York, NY 10003. Other public services, including, library, street maintenance, social services and fire protection, are provided by the City of New York. Several religious faiths have established congregations within a short distance of the Premises.

Mailing Address

The mailing address for the Building is 220-228 East 9th Street, New York, New York 10003.

Zoning

The Property is located within a R8B Residential zoning district in which residential use is permitted, and is not within a special purpose district, limited height district, or any commercial zoning overlay.

Landmark Designation

The Building does not have landmark status and is not within a historic district.

General

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

Sponsor nor any of its Principals have a right to acquire, in whole or in part, any adjacent areas of the Building which are not fully developed.

F. SCHEDULE “A” - UNIT OFFERING PRICES AND RELATED INFORMATION
THE 220 EAST 9TH STREET CONDOMINIUM
220-228 East 9th Street, New York, NY
[Projected First Year of Condominium Operation February 1, 2027 - January 31, 2027]

SCHEDULE A											
OFFERING PRICES AND PROJECTED MONTHLY CHARGES FOR THE FIRST YEAR OF OPERATION ANTICIPATED TO BE FEB 1st, 2027											
UNIT NUMBER (Note 1)	BEDS / BATHS (Note 2)	UNIT AREA (Habitable) (Note 3)	UNIT OUTDOOR AREA (Unhabitable) (Note 3)	PERCENT COMMON INTEREST (Note 4)	RESIDENTIAL COMMON INTEREST (Note 4)	PARKING COMMON INTEREST (Note 4)	OFFERING PRICES (Note 5)	ESTIMATED MONTHLY COMMON CHARGES (Note 6)	1ST YEAR ESTIMATED MONTHLY R.E. TAXES (Note 7)	1ST YEAR ESTIMATED ANNUAL R.E. TAXES (Note 7)	ESTIMATED MONTHLY CARRYING CHARGES (Note 8)
RESIDENTIAL											
1A	2 +rec room/2 +2 half baths	2,777		7.1670%	7.4961%		\$3,350,000	\$4,163	\$2,927	\$35,124	\$7,090
1B	1/1	650		1.6775%	1.7546%		\$1,195,000	\$974	\$685	\$8,221	\$1,659
2A	2/2	1200		3.0970%	3.2392%		\$2,995,000	\$1,799	\$1,265	\$15,178	\$3,064
2B	1/1	647		1.6698%	1.7465%		\$1,495,000	\$970	\$682	\$8,183	\$1,652
2C	1/1	800		2.0647%	2.1595%		\$1,995,000	\$1,199	\$843	\$10,119	\$2,042
2D	2/2.5	1671	668 - Terrace	6.0366%	6.3138%		\$3,850,000	\$3,506	\$2,465	\$29,584	\$5,972
2E	2+ Den/2.5	1665	561 - Terrace	5.7450%	6.0087%		\$3,750,000	\$3,337	\$2,346	\$28,155	\$5,683
3A	3/3	1431		3.6932%	3.8628%		\$3,595,000	\$2,145	\$1,508	\$18,100	\$3,653
3B	2/2	1216		3.1383%	3.2824%		\$3,100,000	\$1,823	\$1,282	\$15,380	\$3,104
3C	2/2.5	1671		4.3126%	4.5106%		\$3,450,000	\$2,505	\$1,761	\$21,135	\$4,266
3D	2+ Den/2.5	1665		4.2971%	4.4944%		\$3,350,000	\$2,496	\$1,755	\$21,059	\$4,251
4A	3/3	1654		4.2687%	4.4647%		\$4,250,000	\$2,479	\$1,743	\$20,920	\$4,223
4B	2/2.5	1570	449 - Terrace	5.2107%	5.4500%		\$3,995,000	\$3,027	\$2,128	\$25,537	\$5,155
4C	3/3.5	1789	557 - Terrace	6.0547%	6.3327%		\$4,595,000	\$3,517	\$2,473	\$29,673	\$5,989

Sponsor expects to substantially complete construction of the Building by approximately one (1) to two (2) years after the First Closing, although no representation or assurance is given that the actual completion date will not be sooner or later than as projected. The projected real estate taxes for the first year of operation contained in this Schedule A are based upon a projected assessment of the building before construction of the renovations will be substantially completed. Purchasers are advised that real estate taxes may increase materially after the First Year of Condominium Operation, when the Building is reassessed after construction is complete. See Footnote 5 to this Schedule A and the Section of this Plan entitled “Real Estate Taxes” (Section U) for more information regarding the projected assessed valuation after completion of construction.

5A	2/2	1,347		3.4764%	3.6360%		\$3,495,000	\$2,019	\$1,420	\$17,037	\$3,439
PHA	4/4.5	3,048	1,560 - Terrace	11.8925%	12.4386%		\$9,950,000	\$6,908	\$4,857	\$58,283	\$11,764
PHB	4/3.5	2,943	1,342 - Terrace	11.0589%	11.5667%		\$9,495,000	\$6,423	\$4,516	\$54,197	\$10,940
PHC	3/3.5	2,380	1,785 - Terrace and Balcony	10.7492%	11.2428%		\$6,950,000	\$6,243	\$4,390	\$52,680	\$10,633
RES. TOTAL		30,124	6,922	95.61%	100.00%		\$74,855,000	\$55,533	\$39,047	\$468,564	\$94,580
PARKING											
PH-1		198		0.5110%		11.6402%	\$350,000	\$181	\$209	\$2,504	\$390
PH-2		153		0.3949%		8.9947%	\$350,000	\$140	\$161	\$1,935	\$301
PH-3		182		0.4697%		10.6996%	\$350,000	\$166	\$192	\$2,302	\$358
PH-4		153		0.3949%		8.9947%	\$350,000	\$140	\$161	\$1,935	\$301
PH-5		173		0.4465%		10.1705%	\$350,000	\$158	\$182	\$2,188	\$340
PH-6		177		0.4568%		10.4056%	\$350,000	\$162	\$187	\$2,239	\$348
PH-7		153		0.3949%		8.9947%	\$350,000	\$140	\$161	\$1,935	\$301
PH-8		179		0.4620%		10.5232%	\$350,000	\$164	\$189	\$2,264	\$352
PH-9		166		0.4284%		9.7590%	\$350,000	\$152	\$175	\$2,099	\$327
PH-10		167		0.4310%		9.8178%	\$350,000	\$153	\$176	\$2,112	\$329
PARK. TOTAL		1,701		4.39%		100.00%	\$3,500,000	\$1,555	\$1,793	\$21,515	\$3,348
TOTALS		31,825	6,922	100.00%			\$78,355,000	\$57,088	\$40,840	\$490,079	\$97,928

Sponsor expects to substantially complete construction of the Building by approximately one (1) to two (2) years after the First Closing, although no representation or assurance is given that the actual completion date will not be sooner or later than as projected. The projected real estate taxes for the first year of operation contained in this Schedule A are based upon a projected assessment of the building before construction of the renovations will be substantially completed. Purchasers are advised that real estate taxes may increase materially after the First Year of Condominium Operation, when the Building is reassessed after construction is complete. See Footnote 5 to this Schedule A and the Section of this Plan entitled “Real Estate Taxes” (Section U) for more information regarding the projected assessed valuation after completion of construction.

**SCHEDULE A-1 – STORAGE BIN LICENSE OFFERING PRICES
AND RELATED INFORMATION**

SCHEDULE A-1 Storage at \$2/sf per month				
Storage	Sf	Price	Estimated Monthly License Fees	Estimated Annual License Fees
ST-1	55	\$45,000.00	\$ 110.00	\$ 1,320.00
ST-2	47	\$40,000.00	\$ 94.00	\$ 1,128.00
ST-3	49	\$40,000.00	\$ 98.00	\$ 1,176.00
ST-4	49	\$40,000.00	\$ 98.00	\$ 1,176.00
ST-5	47	\$40,000.00	\$ 94.00	\$ 1,128.00
ST-6	50	\$40,000.00	\$ 100.00	\$ 1,200.00
ST-7	47	\$40,000.00	\$ 94.00	\$ 1,128.00
ST-8	50	\$40,000.00	\$ 100.00	\$ 1,200.00
ST-9	48	\$40,000.00	\$ 96.00	\$ 1,152.00
ST-10	72	\$60,000.00	\$ 144.00	\$ 1,728.00
ST-11	74	\$60,000.00	\$ 148.00	\$ 1,776.00
ST-12	78	\$65,000.00	\$ 156.00	\$ 1,872.00
ST-13	65	\$55,000.00	\$ 130.00	\$ 1,560.00
ST-14	67	\$55,000.00	\$ 134.00	\$ 1,608.00
ST-15	78	\$65,000.00	\$ 156.00	\$ 1,872.00
ST-16	75	\$60,000.00	\$ 150.00	\$ 1,800.00
ST-17	73	\$60,000.00	\$ 146.00	\$ 1,752.00
ST-18	61	\$55,000.00	\$ 122.00	\$ 1,464.00
ST-19	61	\$55,000.00	\$ 122.00	\$ 1,464.00
ST-20	61	\$55,000.00	\$ 122.00	\$ 1,464.00
ST-21	51	\$45,000.00	\$ 102.00	\$ 1,224.00
TOTALS	1,258	\$1,055,000	\$ 2,516.00	\$ 30,192.00

FOOTNOTES TO SCHEDULE "A"

- A. (#1, #2) Purchasers should refer to the Floor Plans included as Document B in Part II of the Plan for an approximation of the dimensions and typical layouts of the Residential Units. The number of bedroom and bathrooms for each Residential Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. Each Residential Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.
- B. (#3) The square footages listed in Schedule A and the Document B in Part II of the Plan are approximations and may change due to field conditions, construction variances and tolerances. Plans and dimensions may also contain variations from floor to floor. Each Unit may vary slightly in its actual dimension, layout and physical condition. The Units were measured from the outside face of the exterior walls (perimeter mechanical pipes were not deducted) to the centerline of the interior walls and partitions separating one Unit from another Unit and to the exterior face of the walls and partitions separate the unit from the public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any Common Elements located within a Unit shall not be considered a part of such Unit. As is customary in New York City, each Unit's gross square foot area exceeds the useable floor area of the Unit because the dimensions listed are based on measurements from exterior walls. As a result, the dimensions listed in Schedule A do not accurately represent the usable interior space in the Unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. If the layout of a Unit is changed (e.g., by altering interior partitions) or the number of Units, the size of any Unit or the percentage of Common Interest allocated to any Unit is changed in any material respect, the Plan will be amended accordingly. A decrease in a Unit's square footage of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. A decrease in a unit's area of 5% or less will not affect a purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. The following Units contain a Terrace as Limited Common Element(s): 2D, 2E, 4B, 4C, PHA, PHB and PHC. Unit PHC also contains a Balcony. Each Residential Unit Owner who purchases a storage bin license has the exclusive right to use the storage bin appurtenant to such Unit Owner's Unit located on the cellar level as more particularly designated on the Floor Plans in Part II Document B of the Plan. Such storage bins are Limited Common Elements reserved for the exclusive use and enjoyment of the Unit Owner of the Unit to which such Limited Common Elements are appurtenant.
- C. (#4) The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(ii) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based upon the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all of the Units, but such proportion also reflects the substantially exclusive advantages enjoyed by one or more, but not all Units, in and to a Limited Common Element or in a part or parts of the Common Elements. The General Common

Interests are the basis for determining the liability of each of the Unit Owners for its respective share of the General Common Expenses attributable to all Unit Owners. The total of the Common Interest and Residential Common Interest percentages appurtenant to the Units each respectively equals 100%.

- D. (#5) The offering price for any Unit is subject to change and is negotiable. The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Unit (as distinguished from an isolated price change), (ii) a price change to be advertised in a newspaper, website or other media, or (iii) a higher price on an individual Unit. See the section entitled "Changes in Prices or Units" for further details.

In addition to the offering price for any Residential Unit, Purchasers are also responsible for those closing costs set forth in the section of the Plan entitled "Unit Closing Costs and Adjustments" including, but not limited to, New York City Real Property Transfer Tax ("NYC RPT Tax") and The New York State Real Estate Transfer Tax ("NYS RET Tax").

- E. (#6 and #8) The estimates contained in this Schedule A were computed on the assumption that the First Year of Condominium Operation will be the year from February 1, 2027 through January 31, 2028, and are based on the estimate of the receipts and expenses of the Condominium for the projected year from February 1, 2027 through January 31, 2028. The actual First Year of Condominium Operation may commence before or after February 1, 2027.

The estimated monthly Common Charges for each Unit are based on the Schedule B - First Year's Budget prepared by Sponsor's Condominium Budget Expert. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on his Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of his Unit, the cost of electricity supplied to his Unit, the cost of any insurance which he may wish or must to obtain for his Unit (for insurance requirements please refer to Section 6.2 of the Condominium's By-Laws in Document E in Part II of this Plan) and the cost of interior repairs and decorations to his Unit. As discussed in the section of the Plan entitled "Description of Property and Improvements," the full range of services and amenities described in the Plan may not be available until approximately 12-24 months after the First Closing.

- F. (#7) In a letter from Sponsor's real estate tax expert, Sonnenschein, Sherman & Deutsch, LLP, (the "Tax Expert") to Sponsor dated March 18, 2025, the Tax Expert estimates that, for the tax year from February 1, 2027 through January 31, 2028 the aggregate annual real estate taxes for the Building for such tax year will be \$490,079.00. Tax Expert in the same letter estimates that, for the post construction 2027/2028 year from July 1, 2027 through June 30, 2028 the aggregate annual real estate taxes for the Building for such tax year will be \$788,502.00. After the lots are separately assessed (i) the Residential Units will be taxed at the "tax class 2" tax rate (which is estimated to be 12.6%, which is currently 12.5%), (ii) the Parking Units will be taxed at the "tax class 4" tax rate (which is estimated to be 11.062%, which is currently 10.762%).

Section 581 of the Real Property Tax Law provides that real property owned on a condominium basis shall be assessed for real estate tax purposes at a sum not exceeding the assessment which would be placed thereon if the property were not owned on a condominium basis. Section 339-y of the Condominium Act provides in part that each Unit and its Common Interest shall be separately

assessed for tax purposes and that in no event shall the aggregate of the assessment of the Units plus their Common Interest exceed the total valuation of the Property were the property assessed as one parcel.

As more fully set forth in the letter of Sponsor's Tax Expert, it is presently the practice of the New York City Department of Finance to apportion real estate taxes for the Building among the respective Units based upon the percentage of each Unit's General Common Interest. The figures for real estate taxes set forth in Schedule A have been calculated based upon this methodology. However, there is no assurance that the Department of Finance will continue to allocate taxes among the Units in proportion to their respective Common Interest. Upon determination of individual tax lots and individual Unit assessments, the Department of Finance may allocate taxes between the Units in proportion to each Unit's purchase price rather than its Common Interest, and, if so, Units having the same Common Interest may pay different real estate taxes. In the event that, at the time of closing, the Units have not been separately assessed, the Board of Managers will be authorized to make payment of all real estate taxes for the Property and will assess and collect the amount thereof from all Unit Owners in proportion to each Unit's Common Interest as if the same were a portion of the Common Charges. Any real estate taxes paid by Sponsor are one of the items to be adjusted between Sponsor and each Purchaser at the closing of each Unit.

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 a 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 such taxes on other Units.

No warranty, guaranty or assurance is given that: (i) any projected or estimated amount set forth in Schedule A (including, without limitation, the estimates of the Property's assessed valuations during the First Year of Condominium Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units, the projection of the average real estate tax rate that will be in effect during such first year) will approximate the actual amount; (ii) the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; or (iii) any of the projections or estimates made above and in Schedule A are accurate.

SPONSOR MAKES NO REPRESENTATION THAT THE ACTUAL ASSESSED VALUATION WILL NOT EXCEED THE PROJECTED ASSESSED VALUATION, OR THAT THE TAX RATE WILL NOT BE GREATER THAN THE PROJECTED RATE.

In the opinion of Rosenberg & Estis, P.C., counsel to Sponsor, the tax laws existing on the date of this Plan in general permit a Residential Unit Owner who uses the Residential Unit as a primary or secondary residence and who itemizes his deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estate taxes actually paid by such Unit Owner with respect to his Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Unit Owner (which might result from changes in the assessed valuation of the Unit, in the tax rate and/or in the manner of assessing real property). See the sections of this Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium"(Section V) and "Counsel's Income Tax Opinion" (Section W) for further discussion.

Rosenberg & Estis, P.C. are not real estate tax experts, have not independently verified the information in the Real Estate Tax Opinion (a copy of which is included in the section of the Plan entitled “Opinions of Counsel”), and make no judgment as to its accuracy.

- G. (#9) These figures represent the aggregate estimated total monthly charges for the first year which include estimated Common Charges and estimated real estate taxes. The total carrying costs do not include costs for individual Unit Owner expenses such as maintenance and repairs of the interior of the Unit, insurance, electricity, and debt service on any financing arranged to purchase the Unit.

G. SCHEDULE “B”

**THE 220 EAST 9TH STREET CONDOMINIUM
220-228 EAST 9TH ST, NEW YORK, NEW YORK 10003
PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
BEGINNING FEBRUARY 1, 2027 THROUGH JANUARY 31, 2028**

ESTIMATED INCOME

Common Charges:

- Residential Units (Note 2)	\$ 696,515
- Parking Units (Note 2)	18,732

Total Estimated Income \$ 715,247

Estimated Expense	Residential Units	Parking Units
Payroll and Related Expenses (Note 3)	\$ 437,615	\$ 4,885
Electricity (Note 4)	24,717	ZERO
Water Charges and Sewer Rent (Note 5)	23,961	ZERO
Repairs and Maintenance (Note 6)	17,823	177
Service Contracts (Note 7)	44,147	555
Insurance (Note 8)	71,688	3,312
Management Fee (Note 9)	33,455	1,545
Legal and Accounting Fees (Note 10)	13,382	618
Telephone, Software and Misc. (Note 11)	10,610	490
Reserve for Contingencies (Note 12)	19,117	883
Parking Expenses (Note 13)	ZERO	6,267
Total	\$ 696,515	\$ 18,732

NOTE: SPONSOR REPRESENTS THAT IF AT ANY TIME PRIOR TO THE FIRST UNIT CLOSING, THE OFFERING PLAN MUST BE AMENDED TO INCLUDE A REVISED PROJECTED BUDGET AND SUCH AMENDED PROJECTIONS EXCEED THE PROJECTIONS SET FORTH ABOVE BY TWENTY-FIVE PERCENT (25%) OR MORE, EACH PURCHASER SHALL HAVE THE RIGHT, FOR FIFTEEN (15) DAYS SUBSEQUENT TO THE DATE OF MAILING OR PERSONAL DELIVERY OF A COPY OF SUCH AMENDMENT TO HIM OR HER, TO RESCIND HIS OR HER PURCHASE AGREEMENT, AND, IF NOT OTHERWISE IN DEFAULT, HAVE HIS OR HER DOWN PAYMENT REFUNDED. SPONSOR HAS ATTEMPTED TO MAKE ACCURATE ESTIMATES; HOWEVER, DUE TO INFLATION, CHANGE IN THE ECONOMY AND UNFORESEEN FACTORS, IT IS LIKELY THAT ACTUAL EXPENDITURES WILL DIFFER FROM ESTIMATES SET FORTH HEREIN.

THE ACCOMPANYING FOOTNOTES, WHICH FOLLOW THIS SCHEDULE B, ARE AN INTEGRAL PART HEREOF AND SHOULD BE READ IN CONJUNCTION HERewith.

If the actual or anticipated date of commencement of condominium operation is to be delayed more than six months from the budget year projected in the offering plan, the plan must be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by 25 percent or more, the sponsor must offer all purchasers the right to rescind and a reasonable period of time that is not less than 15 days after the date of presentation to exercise the right, whether or not sponsor offers to guarantee the previous budget projection. Sponsor must return any deposit or downpayment to purchasers who rescind within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

FOOTNOTES TO SCHEDULE "B"

(1) General

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be twelve months commencing February 1, 2027. The actual first year of operation may be earlier or later.

In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within fifteen (15) days after the presentation date of the Plan amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned. Sponsor may not declare the Plan effective where there are material changes to the budget if these changes have not been duly disclosed in a duly filed amendment to the Plan.

(2) Common Charges: \$715,247

These amount of 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. In accordance with the Condominium Act, Section 339-m, certain Common Expenses and profits are specially allocated by the Board to the Parking Units in a manner disproportionate to its Common Interest. For Common Expenses for which the Parking Unit Owner does not contribute an amount proportionate to its Common Interest, the Residential Unit Owners shall share in the payment of such amounts in proportion to their respective share of Common Interest relative to only the Residential Units. In any event, the Common Charges payable by the Parking Unit Owner are sufficient to cover the expenses fairly attributable to the Parking Units. The Common Charges will be offset by the income derived from Storage Bin License Fees. See Declaration Article 16 and By-Laws Section 3.9 in Part II Exhibit E of this Plan.

(3) Payroll and Related Expenses: \$442,500

Unless otherwise noted in these footnotes, for purposes of estimating all payroll costs in Schedule B, it has been assumed that employees will not be members of an organized labor union. All wage, salary and benefit costs, including applicable payroll taxes reflect that assumption.

The payroll taxes and benefits include FICA, Federal unemployment, New York State unemployment insurance, workers' compensation, and disability insurance at rates currently in effect. The level of staffing described in this Schedule B complies with all applicable housing and labor laws.

No warranty is made with respect to the Building employees right to organize or the actual wages, salaries, benefits and related payroll taxes and similar expenses which will be applicable and in effect during the First Year of Condominium Operation. However, the projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, Camelot Realty Group, 477 Madison Avenue, 6th Floor, New York, NY 10022 in managing comparable buildings.

The wage and salary estimates included in Common Expenses are detailed as follows:

<u>POSITION</u>	<u>WAGES PER PERSON</u>
1 Lead Concierge	\$72,800 per annum
1 Working Superintendent	\$ 69,680 per annum
1 Doorman	\$ 193,024 per annum
1 Part Time Porter	\$ 12,064 per annum
Sick, Holiday, Vacation	\$38,402 per annum
Payroll Taxes & Workers Comp	\$41,092 per annum
401k Contributions	\$15,438 per annum

(4) Electricity: \$24,717

The amount set forth is the estimate for the electricity consumed only by the Common Elements. There will be one Con Edison meter servicing Common Elements of the building. Each Residential Unit will have its own Con Edison meter for lighting and appliance loads as well as for heating and air conditioning.

The amount set forth in Schedule B for electricity is based on the estimate and projections of consumption for all Common Elements as described in a letter, dated March 26, 2025 from Ryan Consulting Engineers which reflects an estimated annual consumption of 91,541 kilowatt hours of electricity based on a rate of \$.27 per kilowatt hour of electricity including demand charges, fuel adjustment, expected rate inflation and taxes and surcharges.

It is impossible to predict whether the budgeted figure will reflect the actual cost of electricity for the actual First Year of Condominium Operation. This cost will vary with both the level of consumption of electricity and the rate charged by the utility company. The level of consumption of electricity will be affected by the severity of the weather and any conservation measures adopted by the Board. Any projection of future costs therefore is difficult.

The Residential Units will have their own Con Edison meter and pay their own cost for lighting, appliances and HVAC system costs within their Unit.

The Parking Units do not share in the common electricity costs as the Parking garage has its own Con Edison meter and will be direct metered by the utility which is covered under the

Parking Expenses portion of the budget. Each Parking space is wired for an electric car charger, the cost of which will be sub-metered off the Parking garage meter.

Electric projections for individual Units are set forth in Schedule B-1 included in this Plan.

(5) Water Charges and Sewer Rent: \$ 23,961

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building. The budgeted amount is based upon the estimate and projection of consumption and rates as described in a revised letter dated March 26, 2025 from Ryan Consulting Engineers, 299 Broadway, New York, NY 10007 which reflects consumption by the Residential Units and common area based on 659 occupants using 60 gallons per day for 1,727 per 100 cubic feet at an average rate of \$12.61 per 100 cubic feet for both domestic water and wastewater at a total cost of \$21,782.59.

Parking Units are not expected to use water and therefore do not share in the Water and Sewer charges.

It is impossible to predict whether the budgeted figure will reflect the actual cost of water and sewer costs for the actual First Year of Condominium Operation. This cost will vary with both the level of consumption of water and the rate charged by the utility company. The level of consumption of gas will be affected by any conservation measures adopted by the Board. Any projection of future costs therefore is difficult.

The cost estimate above has been increased by ten percent (10%) over rates referenced in the Ryan Consulting Engineers letter. It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of water and wastewater during the projected First Year of Condominium Operation.

(6) Repairs and Maintenance and Building Supplies: \$ 18,000

This figure represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting, Local Law Compliance and supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish compactor bags, etc. used in connection with the operation of the Common Elements.

No amounts have been budgeted for repairs to the roof, the heating, ventilating and air-conditioning system or the Building exterior, and a relatively small amount has been estimated for other repairs, because the Building's roof, the heating, ventilating and air-conditioning system and virtually all of the other Building systems will be new. This estimate is based on experience of Sponsor's budget expert, Camelot Realty Group, in operating comparable new buildings.

The Parking Units will share in cost of Local Law compliance, all other costs are allocated only to the Residential Units

(7) Service Contracts: \$ 44,702

This estimate includes the cost of various services used in or for the Common Elements, including common heating and cooling maintenance, sprinkler and fire protection, elevator

monthly maintenance, extermination, flowers and lobby arrangements, water treatment and landscaping.

The following is a cost estimate for each prospective contract:

Heating & Cooling Maintenance	\$3,200
Sprinkler & Fire Protection	11,126
Landscaping	21,500
Extermination	1,437
Elevator	7,200
Fire Extinguisher	239

No maintenance or service contracts have been entered into as of the date of the Plan. The Parking Units only share in costs of Sprinkler & Fire protection and Extermination. The estimated cost for remaining service contracts has been allocated among Residential Units based upon their shared percentage interest in the Common Elements. The budgeted amounts are based on estimates received from contractors and otherwise or the experience of Sponsor's budget expert, Camelot Realty Group, in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of Condominium Operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

(8) Insurance: \$ 75,000

The insurance premiums are based on a letter, dated March 12th, 2025, from HUB International Northeast Limited, setting forth the following coverage. This projection is based on the estimates of the annual premiums which were provided by and are payable on the coverages listed below:

PROPERTY COVERAGE	
<u>Building Coverage – BARE WALLS ONLY</u> Incl Replacement Cost; Coinsurance Waived	\$23,000,000
<u>Business Personal Property</u>	\$10,000
<u>Material Sub-limits</u>	
Ord & Law – Undamaged Building	Included
Ord & Law – Demo & Increased Cost	\$250,000
Equipment Breakdown	Included
<u>Deductibles</u>	
Wind/Hail	\$50,000
Flood	TBD
Earthquake	TBD
Water Damage	\$100,000
All Other Perils	\$10,000
GENERAL LIABILITY INSURANCE	

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$100,000
Medical Expense	\$5,000
Hired/Non-Owned Auto Liability	\$1,000,000

DIRECTORS & OFFICERS LIABILITY INSURANCE

Aggregate limit (claims-made basis)	\$1,000,000
Deductible	\$5,000

CRIME INSURANCE

Employee Dishonesty Limit	\$250,000
Managing Agent's Rider	\$250,000
Deductible	\$2,500

UMBRELLA LIABILITY INSURANCE

Limit of Liability in Excess of Primary Limits	\$25,000,000
Self-Insured Retention	\$10,000

The above-mentioned coverage and the annual projected premium estimates do not include coverage for Statutory New York Workers Compensation or Statutory New York Disability Benefits coverage for the Association's employees, which would be in addition to the above amount.

The proposal will provide a Replacement Cost of \$23,000,000 for the building. Coverage is offered on a replacement cost basis with no coinsurance. Assuming a total loss of the building, the insurance company agrees to reimburse the insured for the actual property loss sustained up to the full amount of the policy, subject to the terms and conditions of the policy. We do recommend that the association secure an outside appraisal to verify the actual Replacement Cost of the building.

The insurance policy will also be on terms that provide: (a) that each Unit owner is an insured as to Common Areas only; and (b) that there will be no cancellation of the policy without notice to the Board of Managers. To the extent available at commercially reasonable rates, the insurance policy will also provide a waiver of subrogation prior to a loss. In addition, the Commercial General Liability insurance is written on terms that provide a waiver of invalidity because of acts of the insured and Units Owners and a waiver of pro-rata reduction applies if Unit Owners obtain additional coverage.

The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an insured party as their interests may appear; that there will be no cancellation without notice to the Board of Managers; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage. The Sponsor represents that it shall initially provide on behalf of the Condominium, at the Condominium's expense, to be effective at the First Unit Closing, insurance in the amounts for the coverage as set forth above. At the Closing, the Sponsor will deliver the policies or binders of insurance providing the above-mentioned coverage. Insurance coverage meets requirements of any mortgage lender procured by the sponsor.

Fire and casualty insurance includes coverage for damage to all Common Elements, including, without limitation, damage to all walls, ceilings and floors in the Units (other than those walls, ceilings and floors erected by a Unit Owner other than Sponsor) as finished by the Sponsor in accordance the section entitled "Description of Property and Specifications" appearing in Part II of this Plan.

The fire, casualty and general liability insurance must be on terms that provide that each Unit Owner is an additional insured party, that there will be no cancellation without notice to the Board of Managers, a waiver of subrogation a waiver of invalidity because of the acts of the insured and Unit Owners, and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

No coverage is provided by for such risk as fire and casualty losses to the contents of each individual Unit, except as stated above, nor does the coverage consider any future replacements, improvements or additions to either the Units or the fixtures, furniture and improvements contained therein by Sponsor as described in the Architect's Report appearing in Part II of the Plan.

In addition, no liability coverage for claims for personal injury for any Unit Owner arising from an occurrence within his or her own Unit is included in the coverage provided above. If such coverage is desired a Unit Owner should obtain a separate policy for liability and damage to the contents of his Condominium Unit, at his own expense.

PURCHASERS MUST OBTAIN THEIR OWN 'UNIT OWNER' CONDO INSURANCE POLICY TO PROTECT THEIR INDIVIDUAL INTERESTS WHICH SHALL INCLUDE: WALLS-IN COVERAGE FOR FIT & FINISHES, PERSONAL PROPERTY PROTECTION AND PERSONAL LIABILITY RELATED INTERESTS AND FIRE AND CASUALTY LOSSES (SEE ARTICLE 6 OF THE BY-LAWS IN PART II DOCUMENT "E" TO THIS PLAN)

The Board of Managers, at some future date, may decide to increase insurance coverage to insure the equity value of the Unit Owners or to require Unit Owners to obtain coverage for their property.

IT SHOULD BE NOTED THAT IN THE EVENT THE PROPERTY IS TOTALLY DESTROYED BY FIRE OR OTHER CASUALTY, THE INSURANCE COVERAGE AS STATED HEREIN, ALTHOUGH SUFFICIENT TO REPLACE THE BUILDING, DOES NOT COVER THE FULL INVESTMENT OF THE UNIT OWNERS. HOWEVER, THE AMOUNT OF INSURANCE, WHICH WILL BE IN EFFECT ON THE CLOSING DATE, SHOULD BE SUFFICIENT TO PREVENT THE IMPOSITION OF ANY COINSURANCE FACTOR IN THE EVENT OF PARTIAL LOSS.

In recent years, premiums for insurance have increased significantly, in particularly fire and liability insurance premiums. Although the above projection is believed to be reasonable, prospective Purchasers should note that insurance premiums could increase depending on market conditions. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No guaranty is given that this budgeted amount will not increase. For further discussion of insurance coverage, please see the section titled "Rights and Obligations of Unit Owners."

These costs for insurance fees are apportioned to all Units within the Condominium based upon each Unit's respective percentage of Common Interest.

(9) Management Fee: \$ 35,000

Based on the management agreement to be entered into at or before the First Closing, Sponsor anticipates that the Managing Agent will receive an annual fee of \$35,000 for the First Year of Condominium Operation. In the opinion Sponsor's budget expert, Camelot Realty Group, in managing comparable buildings, the Managing Agent's fee for the First Year of Condominium Operation is comparable to the fees charged for such services at similar buildings. Reference should be made to "Management Agreement" for further discussion of the terms of the Management Agreement. The Sponsor advises potential purchasers that the condominium's property management company, Arcus Development LLC, with an office at 134 Spring Street,

New York, NY (the “Managing Agent”), is owned and/or controlled, directly or indirectly, by a principal of the Sponsor.

(10) Legal and Audit Fees: \$ 14,000

Based upon the estimate of Weinberg, Lieberman & Co., 155 Passaic Ave, #370, Fairfield, NJ 07004 as set forth in a letter dated March 31, 2025, \$11,500 has been budgeted for fees to be incurred in connection with the preparation of the reviewed 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 balance of the budgeted amount \$2,500 has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements..

(11) Telephone, Software & Miscellaneous: \$ 11,100

The budgeted amount is based on the Managing Agent’s analysis of monthly rates for amount of phone lines needed for elevator, fire alarms, concierge/staff/super multiplied by twelve (12). Software is based on a yearly subscription to BuildingLink management software as well as monthly fees for key card access system and security cameras. This estimate is included to provide for the estimated cost of miscellaneous administrative and other costs including, but not limited to, security and building management software subscriptions, stationery, postage, printing, internet, telephone and other fees.

(12) Reserve for Contingencies: \$ 20,000

This amount is to cover possible increases in expenses not now foreseen and for expenses not included. The budget may be modified from time to time prior to commencement of, or during, the First Year of Condominium Operation to increase items of expenses and decrease the contingency reserve.

(13) Parking Expenses: \$ 6,267

This estimate includes garage door maintenance costs, parking garage HVAC maintenance costs and electricity costs for the Parking Garage’s Con Ed meter. The lighting, HVAC, air curtain, emergency Carbon Monoxide exhaust system and wiring and submeters for each parking units possible EV charger are all powered by this meter. 100% of these costs are allocable to the Parking Units.

This estimate does not include an estimate for income taxes payable by the Condominium. It is anticipated that the Condominium will be eligible to be treated as a homeowners association which is not subject to Federal income tax on amounts received as membership dues, fees, or assessments from Residential Unit Owners, for its first taxable year. Absent such election, the status of the Condominium for tax purposes is uncertain. The Condominium may be treated as a conduit for the Unit Owners, rather than a separate taxpayer. It should be noted that, regardless of whether or not the Condominium is eligible to elect, and elects, to be treated as a “homeowners association” for any particular taxable year, amounts that the Condominium receives as contributions to capital are not includible in its “gross income” and therefore are not subject to

income tax. (See the Sections of the Plan entitled, “Income Tax Deductions to Unit Owners and Tax Status of the Condominium” and “Opinions of Counsel” for further discussion.)

In the opinion of Camelot Realty Group, the projected income for the Condominium is adequate to meet the estimated expenses for the First Year of Condominium Operation, assuming that such first year is the fiscal year commencing February 1, 2027. The budget, however, is not intended, and should not be taken, as a guarantee by anyone that the annual Common Charges or Common Expenses for the first or any subsequent year of operation of the Property by the Board will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the First Year of Condominium operation will vary from the amounts shown in the budget.

IN THE OPINION OF SPONSOR’S BUDGET EXPERT, CAMELOT REALTY GROUP, SET FORTH IN “CERTIFICATION OF SPONSOR’S EXPERT CONCERNING ADEQUACY OF BUDGET,” APPEARING IN PART II OF THIS OFFERING PLAN, THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING FEBRUARY 1st, 2027 THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN THE SAID PROJECTED BUDGET.

IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE PROJECTED BUDGET. SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO THE SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON THE COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE OR MAINTENANCE CONTRACT THAT WILL MATERIALLY INCREASE THE FIRST YEAR’S ESTIMATED COMMON CHARGES.

NOTWITHSTANDING THE COMMON CHARGES SET FORTH ABOVE, SPONSOR HAS RESERVED THE RIGHT, DURING THE FIRST SIX (6) MONTHS OF CONDOMINIUM OPERATION OR UNTIL THERE HAS BEEN A CLOSING OF TITLE TO EIGHTY (80) PERCENT OF THE UNITS, TO REDUCE THE MAINTENANCE CHARGES TO UNIT OWNERS, INCLUDING THE SPONSOR, TO THE ACTUAL OPERATING EXPENSES OF THE BUILDING. SEE NOTE 12 IN THE SPECIAL RISK SECTION OF THE PLAN.

**H. SCHEDULE B-1: ESTIMATE OF INDIVIDUAL UNIT ENERGY COSTS
BEGINNING FEBRUARY 1, 2027 THROUGH JANUARY 31, 2028**

Electric usage is individually metered per condominium. There is no gas running in the building. Electrical consumption for each individual Unit is estimated based upon the kilowatt-hours (kWhr) for each Unit in connection the total square footage of each Unit. The following letter from Ryan Consulting Engineers, provides a detailed table of the estimated electrical utility costs for each Unit based upon the estimated use of lighting and appliances for each Residential Unit and The Garage containing the Parking Units. All utility costs for individual Units outlined below are determined using base utility rates as outlined in the letter from Ryan Consulting Engineers dated March 26, 2025. Actual building energy consumption may vary from the projected energy analysis listed below. For future rates, an inflation factor must be used that includes a Cost of living Adjustment. Estimated cost of future utilities shall be multiplied by the “Consumer Price Index” (CPI) as published by the Bureau of labor Statistics of the US Department of Labor.

Annual Cost of Electricity (Estimate)

UNIT NUMBER	UNIT AREA	ESTIMATED ANNUAL COST
1A	2,761	\$5,472
1B	649	\$3,446
2A	1200	\$4,307
2B	646	\$3,536
2C	800	\$3,377
2D	1672	\$4,681
2E	1665	\$5,342
3A	1431	\$4,699
3B	1215	\$4,244
3C	1672	\$5,077
3D	1665	\$5,307
4A	1654	\$5,290
4B	1570	\$5,073
4C	1789	\$5,240
5A	1,347	\$4,910
PHA	3,048	\$6,893
PHB	2,943	\$6,878
PHC	2,380	\$6,412
RESIDENTIAL TOTAL	30,107	\$90,184
PH-1	198	\$371.67
PH-2	153	\$371.67
PH-3	185	\$371.67
PH-4	153	\$371.67
PH-5	175	\$371.67

PH-6	177	\$371.67
PH-7	153	\$371.67
PH-8	179	\$371.67
PH-9	166	\$371.67
PH-10	167	\$371.67
GARAGE TOTAL	1,706	\$3,716.67

I. RPL SECTION 339-i OPINION

CAMELOT

REALTY GROUP

April 11, 2025

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: The 220 East 9th Street Condominium

Dear Sir or Madam:

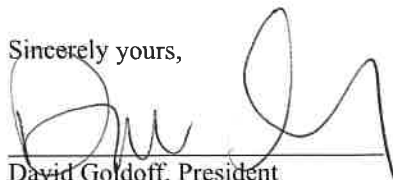
You have requested our opinion concerning the allocation of common interests to the Units at the Condominium as required by 13 NYCRR 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan (the "Plan") for the Condominium. I have reviewed the allocation of Common Interests as shown on Schedule "A" to be included in the Offering Plan for 220 East 9th Street Condominium, New York, N.Y.

In connection with rendering this opinion, we have reviewed the allocation of common interests as shown on Schedule A of the Plan. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations and opinions made by Camelot Realty Group, as set forth in its opinion contained in the Plan as required by 13 NYCRR 20.3(i).

The percentage allocation of each Unit has been determined, pursuant to Section 339-i(1)(ii) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based upon the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all of the Units, but such proportion also reflects the substantially exclusive advantages enjoyed by one or more, but not all Units, in and to a Limited Common Element or in a part or parts of the Common Elements. The General Common Interests are the basis for determining the liability of each of the Unit Owners for its respective share of the General Common Expenses attributable to all Unit Owners. The total of the Common Interest and Residential Common Interest percentages appurtenant to the Units each respectively equals 100%.

Our firm has been engaged in the management of residential real estate for more than ten (10) years. Accordingly, based on the foregoing it is our opinion that RPL Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, Rosenberg & Estis, P.C., Selling Agent, Managing Agent or the Board of Managers of the Condominium be liable if there are changes in the facts upon which we have relied in issuing this opinion or if there are changes in RPL Section 339-i or other applicable law. We hereby consent to the inclusion of this opinion letter in the Condominium Offering Plan.

Sincerely yours,



David Goldoff, President

J. PARKING UNITS

As shown on the Floor Plans which are part of the Property Report, the ten (10) Parking Units being offered for sale are located on the 1st Floor of the Building.

The Parking Units may be used exclusively for vehicle parking, in accordance with applicable Legal Requirements and as may be otherwise limited by the Condominium Documents or future Board determinations.

As is customary with condominiums generally, the Board has no right to approve or disapprove prospective purchasers (or tenants) of Units from Unit Owners. Instead, it has a right of first refusal with respect to a prospective sale (or lease) of a Parking Unit, which right is subject to the terms and conditions described in Article 10 of the By-Laws.

Parking Unit Owners will initially pay Common Charges in an amount equal to Common Expenses of the Condominium multiplied by the respective Parking Unit's Common Interest, except as otherwise expressly provided in Schedule B - The Budget for the First Year of Condominium Operation (and the notes to such Schedule), which specially allocate certain Building expenses among the Units. The basis for projecting the share of Common Expenses attributable to the Parking Units is substantially in accordance with their respective Common Interests, determined in compliance with Section 339(i)(1)(iv) of the Real Property Law, but with further consideration given to the fact that such Unit will not enjoy the full benefit of certain Common Elements, such as the elevator or certain Common Expenses, such as payroll or the cost associated with certain Building services and utilities which benefit Residential Units exclusively. In the opinion of the Sponsor's budget expert, the Common Charges payable with respect to the Parking Units, collectively, are sufficient to cover the Common Expenses fairly attributable to such Units (See Document K-4 in Part II of this Plan). However, Sponsor does not represent or guaranty that actual Common Expenses attributable to the Parking Units may not be greater or less than the Common Charges payable by the Parking Unit Owners from time to time.

The Sponsor, and, following the Initial Closing, the Board, reserve the right to re-allocate Common Expenses such that certain Common Expenses, and, therefore, the Common Charges, attributable to the Parking Units (or any one or more of them) as noted in the Condominium's Budget reflect special or exclusive use or availability or exclusive control of particular Common Elements or special benefit from certain Common Expenses; provided however, that any future change in the allocation of Common Expenses to the Parking Units (i) shall take into consideration those items of Common Expenses, if any, as to which the Parking Unit Owners do not receive benefit or receives less benefit than other Unit Owners; (ii) may not adversely affect the fact that the Common Charges payable with respect to one or more of the Parking Units shall continue to be sufficient to cover the Common Expenses fairly attributable to such Unit(s); and (iii) no such special allocation or apportionment may adversely affect any Units owned by Sponsor or its designee, or a Parking Unit (if such Unit has been sold to a Purchaser under this Plan) without the express prior written consent of the Owner of such affected Unit. In the event that a dispute arises between the Sponsor or Parking Unit Owner and the Board of Managers concerning any future change in the special allocation Common Expenses, such dispute shall be submitted to the arbitration procedures set forth in Article 15 the By-Laws as a mandatory condition precedent to litigation.

K. CHANGES IN PRICES AND UNITS

Changes in Prices and Other Terms of Sale

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

The Offering Prices set forth in Schedule “A” of this Plan may be increased or reduced at any time, in Sponsor’s sole discretion; provided however, they may only be changed by a duly-filed amendment to the Plan when the change is (a) an across-the-board change affecting one or more lines of Units or Unit models, (b) a price increase negotiated with an individual Purchaser, or (c) to be advertised. Subject to the foregoing, the Sponsor may, but shall not be required to, negotiate to sell one or more Units at prices (or upon other terms) different from those set forth in this Plan.

Changes in Units and Common Elements

No changes will be made in the size or number of Units or their respective percentages of Common Interest and no material changes will be made in the size, amount or quality of Common Elements, except by amendment to the Plan (and, when applicable, to the Declaration). Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements. Regardless of whether or not the Sponsor or its designee then controls the Board, the Sponsor shall have the right to amend or else cause the Amendment of the Declaration to reflect such change and to file such amendment with supporting documents, if any. Furthermore, no material change will be made in the Unit size, layout or percentage of Common Interest directly affecting any Unit for which a Purchase Agreement has been accepted by the Sponsor (and as to which the Purchaser thereunder is not then in default), unless such Purchaser consents to such change.

The Sponsor further reserves the right by duly-filed amendment to the Plan to: (i) change the layout of Unsold Units; (ii) change the number of Unsold Units by subdividing one or more Unsold Units into separate Unsold Units or combining and recombining separate Unsold Units; and (iii) change the size of any Unsold Unit by subdividing, combining or recombining Unsold Units as aforesaid or by altering the boundary walls of any Unsold Unit, or otherwise (provided that the consent of all governmental authorities having jurisdiction, if such approval is required by law, is obtained). If the size of a Unsold Unit is changed, either as a result of any such subdivision, combination, alteration of boundary walls or otherwise, the Common Interest allocated to such Unit may be increased or decreased accordingly; however, no such re-allocation of Common Interests will have the effect of increasing or decreasing the aggregate Common Interests allocated

to all Units. The total number of Unsold Units may be increased by duly-filed amendment to the Plan (and the Declaration) in the event space not previously included in any Unsold Unit is converted into a new Unsold Unit. In that event, the Common Interests of all Units may be re-allocated. Any re-allocation of Common Interests may vary the estimated Common Charges for the Unit or Units affected thereby from the amounts estimated in Schedule "A"; however, such change shall not affect the proportion or amount of Common Charges to be paid by owners of Units which are not the subject of such change.

The Common Interest of a Unit which is subject to a Purchase Agreement may be changed prior to Closing, with consent of the Purchaser, if necessary to comply with the formula for establishing each Unit's Common Interest in accordance with this Plan and the Condominium Act. The Plan will be amended to disclose changes in Common Interests of Unsold Units (including Units under contract but not yet closed).

Subject to the foregoing obligations to amend the terms of this Plan, Sponsor or its designee shall have the right, without consent of the Board, Unit Owners or Permitted Mortgagees, to (i) make changes, alterations, additions or improvements, structural and nonstructural, ordinary and extraordinary, interior and exterior, in, to an upon any Unit owned by it; (ii) change the interior or exterior layout of or number of rooms in such Units; (iii) change the location, size and/or number of Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units or altering the boundary walls between Units (including adding portions of Limited Common Elements to such Units); and (iv) re-apportion Common Interests among such Units affected by such change; provided however, that in each instance the party performing such work or change shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board, and all other Unit Owners harmless from any liability arising therefrom.

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

Although the Sponsor presently intends to use the materials and installations described in this Plan for construction of the Units, it reserves the right to substitute materials and installations so long as the Sponsor does not: (i) substitute equipment or materials of lesser quality or design; or (ii) change the size or location of any Units or of other improvements or Common Elements if such changes affect the Common Interest or materially adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed, and the Purchaser thereunder is not then in default, unless all affected Unit Owners or contract vendees (as the case may be) consent in writing to such change. See also, "Rights and Obligations of Sponsor" (Section Q).

If the layout of a Unit is changed (e.g., by altering interior partitions) or the number of Units, the size of any Unit or the percentage of Common Interest allocated to any Unit is changed in any material respect, the Plan will be amended accordingly. A decrease in a Unit's square footage area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% of square footage or less is not material. Said changes will not be made without the filing of an amendment to this Offering

Plan with the Department of Law.

The Section of this Plan entitled “Parking Units” (Section J) sets forth that Parking Unit Owners are prohibited to make changes to their Parking Unit.

L. PROCEDURE TO PURCHASE

Agreement to Purchase

The agreement to purchase a Unit under this Plan is called a Purchase Agreement. A person desiring to purchase one or more Units will be required to execute two (2) copies of a Purchase Agreement, and return them to the Sponsor or Selling Agent, if any, at its address stated on the cover of this Plan or to the sales office at the Premises (or to Sponsor's attorney), if any, together with a check equal to 10% of the Purchase Price (plus, (a) 10% of the cost of a Storage Space, if applicable and (b) if required by the Sponsor, the total cost of extra or special work, upgrades, extras, or custom work, which Sponsor, in its sole discretion, may have agreed to perform for Purchaser, i.e., the "Extra Work") payable to the order of "Rosenberg & Estis, as attorneys". Such payment obligation is referred to in this Plan as the "Initial Deposit". Within 30 days after the delivery of an executed Purchase Agreement to Sponsor, the Sponsor shall accept such Purchase Agreement and return a fully-executed counterpart to the Purchaser, or else reject such Purchase Agreement and refund the Deposit. Unless the Sponsor accepts a Purchase Agreement within such 30-day period, it shall be deemed to have rejected the same. The Sponsor has the right not to accept a Purchase Agreement for any reason or for no reason, provided that the Sponsor shall not refuse to accept any Purchase Agreement upon any basis proscribed by law. Digital versions of the Purchase Agreement (i.e., a scanned copy of a ".pdf" or similar version transmitted by email as Sponsor or its attorney may direct) shall be treated as an original for all purposes.

An additional 10% deposit against the balance of the Purchase Price shall be due from Purchaser to Sponsor within thirty (30) days after Purchaser shall have been served with a copy of the amendment to this Plan confirming that the Plan has been declared effective in accordance with its terms. Such payment obligation is referred to in this Plan as an "Additional Deposit". The Additional Deposit is also payable to the order of "Rosenberg & Estis, as attorneys" and shall be deposited into escrow and held in accordance with the same terms and conditions as the Initial Deposit, as more fully described below in this Section. The Initial Deposit and Additional Deposit are collectively referred to in this Plan as the "Deposit".

The balance of the Purchase Price will be payable on the Closing Date as more fully described below.

Escrow Provisions

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the AG Regulations promulgated pursuant thereto.

The law firm of Rosenberg & Estis, P.C. with an address at 733 Third Avenue, New York, NY 10017, telephone number (212) 867-6000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser, pursuant to a written escrow agreement, the form of which is Document G in Part II of this Plan. Escrow Agent has designated the following attorneys to serve as signatories: Richard Sussman, Esq., Eric Orenstein, Esq. and Michael Lefkowitz, Esq., acting severally. 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, if any, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent has established the escrow account at Citibank, N.A, located at 388 Greenwich Street, 30th Floor, New York, New York, 10013 (the “Bank”), a bank authorized to do business in the State of New York. The escrow account is entitled “Rosenberg & Estis, as attorneys - Escrow Account” (the “Escrow Account”). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per depositor. Any deposit in excess of \$250,000 for a Purchaser, when considered together with all other amounts on deposit with the Bank by such Purchaser, will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments and shall be made payable to the order of “Rosenberg & Estis, as Escrow Agent” (or, as to wire transfers, transmitted pursuant to instructions from the Escrow Agent).

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

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently approximately .01% per annum. Interest shall begin to accrue upon placing the Deposit into the Escrow Account, provided that Purchaser shall have delivered a duly completed and signed Form W-9 to the Escrow Agent. All interest earned thereon shall be paid to or credited to the Purchaser at or promptly following Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. Neither the Sponsor, the Escrow Agent nor any agents or representatives of either of them makes any representation or gives any assurances or warranty as to the rate or amount of interest which will be earned on the Deposit. Pursuant to the U. S. Patriot Act or other regulations of the bank, in order to receive interest on the Deposit, a Purchaser shall be required to deliver a Form W-9 (or its equivalent) and may be required to provide the bank holding the account with certain other information concerning the Purchaser, as determined in the sole discretion of such bank.

The form of Purchase Agreement is Document A in Part II of this Plan. The relevant escrow trust fund provisions are set forth in Section “27” of the Purchase Agreement. The Escrow Agent shall sign the Purchase Agreement solely for the purpose of consenting to the escrow provisions of that Agreement.

Within five business days after (a) the Purchase Agreement has been tendered to Escrow Agent along with the Deposit and Form W-9 and (b) the Sponsor shall have accepted the Purchase Agreement, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within 10 business days after placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance with the terms of a written agreement between Purchaser and Sponsor as noted above.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within 15 business

days after tender of the Deposit, he or she may cancel the Purchase Agreement within 90 days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the AG Regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan as evidenced by the acceptance of a post-closing amendment by the Department of Law. Consummation of the 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 Deposit if so directed:

1. pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or
2. in a subsequent writing signed by both Sponsor and Purchaser; or
3. by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than 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 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 30-day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

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

- (I) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
- (II) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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

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 AG Regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

The Escrow Agent will maintain all records concerning the escrow account for at least seven years after the release of funds.

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

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

Assignment of Purchase Agreement

A Purchase Agreement, or any of the rights therein contained, may be assigned by a Purchaser (including, without limitation, an assignment to a person related to or affiliated with Purchaser or an entity or trust which is wholly-owned or partially-owned by Purchaser) only upon the prior written consent of the Sponsor, which consent may be given or withheld by the Sponsor in its sole discretion and upon such terms or conditions as Sponsor may require. Together with a request for consent by Sponsor to any proposed assignment of Purchase Agreement, a Purchaser shall be required to pay the Sponsor’s attorney a \$1,000 fee for reviewing and responding to such request on behalf of Sponsor.

Prior to a Purchaser's Closing and for a period of one year from the Closing Date, a Purchaser is prohibited from advertising or otherwise offering, promoting or publicizing the availability of a Unit for sale or otherwise consummating such a sale. For the avoidance of doubt, the foregoing restriction will not apply to leases, which can start as soon as title to a Residential Unit transfers from Sponsor to a Purchaser.

Storage Spaces

There are 21 Storage Spaces, licenses to use which ("Storage Licenses") are being offered for sale by Sponsor on a first-come, first-serve basis to Purchasers of Residential Units. Payment for a Storage Space shall be made 10% upon signing the Purchase Agreement and the balance due at Closing.

Inasmuch as Purchasers may purchase more than one Storage Space, it should be noted that fewer Storage Spaces may become available than there are Residential Units, so Purchasers who do not actually purchase a Storage Space would not have access to any separate storage space in the Building (outside of their own Residential Unit). A Storage Space may not be used for any type of occupancy or otherwise in violation of other Legal Requirements or such rules and restrictions as the Condominium may adopt with respect thereto. Without limiting the foregoing, Storage Spaces may not be used to store or otherwise maintain "Combustible Items" as such term is used in the New York City Building Code and no storage of clothing, furniture, books, papers or other items, if considered combustible pursuant to such Code definition, will be permitted. Use of space for Storage Spaces is only an accessory use under applicable NYC Building Code definitions and may not to be used for sleeping, cooking and/or living purposes and will not be rented independently from ownership of a Residential Unit.

All references in this Plan to purchasing, acquiring, owning, holding or using a Storage Space shall be deemed to refer to the right, in the nature of a license, to use a Storage Space pursuant to the terms of a Storage License, the form of which is Document H in Part II of this Plan. Unit Owners will not acquire fee title to a Storage Space. Whether or not there is a fee or other charge payable for use of a Storage Space at the date a Residential Unit is purchased, the Board has the authority to adopt or modify by Board resolution such a charge which would become binding upon Unit Owners upon at least thirty (30) days' notice to Residential Unit Owners as of the date of such Board resolution; provided however, that such a charge would apply equally (although not necessarily in equal amounts for Storage Spaces of different size or location) to all Unit Owners holding a Storage License or thereafter acquiring one. Also, see "Rights and Obligations of Unit Owners and the Board" (Section T).

Mortgage Financing

A Purchaser may seek to finance any portion of the Purchase Price through a bank or other lending institution. No representation, warranty or assurance is given by the Sponsor, or any person on its behalf, as to the availability, cost, terms or other conditions of such financing. **HOWEVER, A PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT ARE NOT CONTINGENT UPON THE PURCHASER OBTAINING A SATISFACTORY MORTGAGE COMMITMENT FOR FINANCING THE PURCHASE OF A UNIT OR, IF SUCH COMMITMENT IS OBTAINED, THAT SUCH COMMITMENT WILL CLOSE IN ACCORDANCE WITH ITS TERMS.** Therefore, a

Purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (a) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (b) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated for any reason whatsoever. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under the Purchase Agreement.

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

A Purchaser who elects to finance any portion of the Purchase Price for his Unit shall pay to Sponsor's closing attorney at Closing a fee equal to \$1,500 to defray a portion of the additional time and effort involved. Such fee is in addition to Purchaser's other closing fees and expenses due at Closing, as more fully described in this Plan. See, "Closing Costs and Adjustments" (Section P).

Closing Date

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

The specified time periods in which the Purchaser must pay or otherwise perform his or her obligations under the Purchase Agreement are each deemed to be of the essence of the agreement. Unless such payments are made or other obligations performed within the time periods specified in the Purchase Agreement, a Purchaser shall be in default under the Purchase Agreement. In the event that the Sponsor consents to a Purchaser's request to adjourn the Closing Date specified by the Sponsor, or else the Purchaser otherwise fails, neglects or refuses to close on the Closing Date specified by the Sponsor due to any cause beyond the reasonable control of the Sponsor, and the Sponsor does not elect to cancel the Purchase Agreement, the Purchaser shall be required to pay interest to the Sponsor on the total Purchase Price at the annual rate of 16%, computed daily from the specified Closing Date until the date on which title actually closes. In addition, in the event that the Sponsor consents to such adjournment, at the option of the Sponsor, Closing Adjustments shall be made as of the specified Closing Date and such Purchaser shall pay a \$500 administrative fee to the Sponsor, together with any costs incurred by the Sponsor as a result of the adjournment, including, without limitation, additional legal fees of the attorneys for Sponsor. If the Sponsor does not consent to any Purchaser's request for an adjournment of the Closing Date (although it may, in its sole discretion, elect to do so on a case-by-case basis), the Purchaser's failure to close timely shall constitute a default by Purchaser under the Purchase Agreement.

The Sponsor anticipates, but does not warrant, that the Initial Closing will take place on or about February 1, 2027. If, however, the Initial Closing does not take place within 12 months after that date, i.e., before January 31, 2028, the Sponsor shall offer all Purchasers then in good standing, a right to rescind their Purchase Agreement for fifteen (15) days after the Date of Presentation of the amendment to the Plan offering such rescission and receive a prompt refund of his or her Deposit. However, in the event that this Plan is amended to provide for a later projected date for the Initial Closing, Purchasers who signed Purchase Agreements after the date of such amendment shall not be entitled to rescind their Purchase Agreement pursuant to the foregoing provision unless the Initial Closing does not take place within 12 months after the later projected Initial Closing Date set forth in such amendment. Moreover, even if the Initial Closing occurs before February 1, 2027, the Sponsor may schedule the closings of title to other Units significantly later than such date. Unless a Purchaser's Purchase Agreement contains an outside Closing Date, the Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that Closing for a particular Unit will occur by any date certain.

FinCEN Disclosure Requirements

The Assistant Director of the Financial Crimes Enforcement Network ("FinCEN") issued a Geographic Target Order on July 22, 2016, as amended to date (the "Order"), which requires U. S. title insurance companies that have received notification from FinCEN to collect and report information about persons involved in residential real estate transactions where the following conditions are all met (insofar as they apply to this offering): (a) the purchaser is a legal entity as defined in the Order; (b) the purchaser purchases residential real property located in the City of New York; (c) the total purchase price is in the amount of \$300,000 or more; (d) such purchase is made without a bank loan or other similar form of external financing; and (e) 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, a money order in any form, a funds transfer or virtual currency. The Order is effective through October 9, 2025. So long as the Order remains in effect, this affects all residential real property closings. Nothing contained in this sub-Section shall be deemed or

construed to require the Sponsor to take any actions or provide any information in further disclosure, satisfaction or discharge of a Purchaser's obligations pursuant to the Order, nor will Sponsor be responsible for the compliance by a Purchaser with its obligations pursuant to the Order.

A copy of the Order is available for review at: <https://www.fincen.gov/sites/default/files/shared/RRE-GTO-Order-April-14-2025-FINAL508.pdf>

See "Procedure to Purchase", Section L.

Risk of Loss

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

Notwithstanding the foregoing, the Sponsor shall not be obligated or liable to repair any damage from a casualty loss. If the Sponsor does not elect to repair the damage, the Purchaser may elect within ten (10) days to cancel the Purchase Agreement whereupon the Deposit, including any payments made by Purchaser to Sponsor for extra work, shall be returned to Purchaser, and the Purchase Agreement shall be of no further force or effect. If the Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, in which event the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled a reasonable period of time in which to complete such repairs or replacement. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as electricity) and a reasonable means of ingress and egress from the Building to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser. The Sponsor will endeavor in good faith and with reasonable diligence to remove subsequent to Closing all such violations of record which it is obligated to correct.

Right to Review Offering Plan

If any Purchaser has not been afforded at least three (3) business days in which to review the Offering Plan and all filed amendments thereto prior to executing a Purchase Agreement, then, and in only that event, such Purchaser may cancel the Purchase Agreement and receive back the Deposit, so long as such Purchaser: (i) notifies the Sponsor of his or her election to cancel the Purchase Agreement by certified mail, return receipt requested within seven days of Purchaser's execution of the Purchase Agreement and (ii) promptly returns his or her copy of the Offering Plan to the Sponsor in good condition.

Prospective Purchasers who wish to review an Offering Plan but are not ready to execute a Purchase Agreement shall deposit with the Sponsor or Selling Agent, if any, an amount determined by the Sponsor, up to \$200, in exchange for a copy of the Offering Plan. Such deposit is intended

to assure return of the Offering Plan in good condition if such Purchaser elects not to purchase a Unit. If a Purchaser enters into a Purchase Agreement or returns the Offering Plan in good condition to the Sponsor within seven days after acceptance of the deposit, the deposit will be refunded. Such deposit will be treated by the Sponsor as trust funds pursuant to applicable law.

Pre-Closing Inspection Rights

Prior to the Closing Date, a representative of the Sponsor shall notify Purchaser that the Unit is available for inspection by Purchaser. Upon receipt of such notice, Purchaser shall promptly arrange an appointment with a representative of the Sponsor to inspect the Unit before the Closing Date. The Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as an exhibit to the Purchase Agreement) and deliver it to the Selling Agent, if any, or other designated representative of Sponsor, at the conclusion of the inspection. The Inspection Statement constitutes Purchaser's statement as to those conditions in the Unit which Purchaser believes Sponsor is or may be obligated under the Purchase Agreement to repair, completion or otherwise attend to. It is subject to the subsequent review and approval by Sponsor's authorized representative and not binding upon Sponsor, even if Sponsor's sales representative accompanies Purchaser at the time of inspection. Failure of Purchaser either to arrange an inspection appointment or to inspect the Unit prior to Closing or to sign and deliver the completed Inspection Statement, shall not excuse a Purchaser from closing, and shall constitute Purchaser's acceptance of the Unit in its "as is" condition at the Closing Date; provided however, Sponsor shall not be thereby relieved of its obligations under this Plan to complete construction of the Unit, as set forth in the section of this Plan entitled "Rights and Obligations of Sponsor" (Section Q). Further, provided that the Sponsor shall have substantially completed its obligations under this Plan and a Purchaser's Purchase Agreement to build and equip the Unit, which substantial completion shall be deemed accomplished upon issuance by the DOB of a temporary or final certificate of occupancy for the Unit, then the fact that there may remain to be performed by Sponsor certain "punchlist" work in the Unit, a Purchaser shall not be (a) excused from closing timely in accordance with Sponsor's notice, (b) entitled to a reduction or abatement in the Purchase Price for the Unit or any other remedies such as damages or specific performance or (c) entitled to the establishment of an escrow of any portion of the closing proceeds due to Sponsor. The Sponsor shall use commercially reasonable efforts to complete such punchlist work to which Purchaser is entitled pursuant to the terms of this Plan or such Purchaser's Purchase Agreement, at Sponsor's own expense following Closing. For that purpose, Purchaser shall be obligated to provide Sponsor and its designees with full and free access to the Unit during normal working hours following Closing upon reasonable prior notice from the Sponsor.

Sanctions for Purchaser's Default

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

1. Unless such default shall have been fully cured within 30 days' after written notice to Purchaser (including demand for payment of the balance of the Purchase Price then due), the Sponsor may cancel the Purchase Agreement and retain the Deposit as liquidated damages (not exceeding an amount equal to the sum of (a) 20% of the Purchase Price), (b) interest earned

thereon, if any and (c) the Extra Work Deposit, if any). In the event that the Purchase Agreement is canceled, the Sponsor will have the right to sell the Unit to others as though such Purchase Agreement had never been entered into (and without accounting to the Purchaser for the proceeds from such sale) and the Sponsor and its agents shall be relieved of any further liability or obligations thereunder and under the Plan.

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

Sanctions for Sponsor's Default

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

Arbitration

Any prospective 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. Purchaser, on behalf of Purchaser and all permanent residents of the Unit(s), including minor children, hereby agrees that any and all disputes with Seller, Seller's parent company or its subsidiaries or affiliates arising out of the Unit(s), this Purchase Agreement, any other agreements, communications or dealings involving Purchaser, or the construction or condition of the Unit(s) including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in New York County in accordance with the rules and procedures of Arbitration of the American Arbitration Association or its successor or an equivalent organization mutually agreed upon by the parties. The arbitrator will be neutral and independent of both the Sponsor and its principals. The ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings. The arbitors may not have to explain the reason(s) for their award. In addition, the rules of some arbitration forums may impose time limits for bringing a claim in arbitration. New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings, unlike litigation. Purchaser agrees that Purchaser may not initiate any arbitration proceeding for any Claim(s) unless and until Purchaser has first given Seller specific written notice of each claim (at c/o Astor Nine LLC, 134 Spring Street, Suite 305, New York, New York 10012, Attn: Sponsor of 220 East 9th Street Condominium and Warranty Dispute Resolution) and given Seller a reasonable opportunity after such notice to cure any default, including the repair of the Unit(s), in accordance with the Offering Plan. Arbitration awards are generally final and bindings, thus a Sponsor or Purchaser are very limited to reverse the decision by the arbitrator. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses. The Deposit shall not be released from escrow until at least ninety (90) days has elapsed from the issuance of the final arbitration award (see CPLR § 7511). If the purchaser brings a proceeding pursuant to CPLR § 7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated. The provisions

of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq. and shall survive settlement. Please see Paragraph 21 of the Form Purchase Agreement included as Exhibit A in Part II of the Plan.

Broker

Purchaser shall not deal with any broker or sales agent in connection with this transaction, except for the Selling Agent (unless a Broker is specified on the first page of the Purchase Agreement) and agrees to hold harmless, indemnify and defend Sponsor from and against any claims for sales or brokerage commissions arising out of the acts or omissions of Purchaser in violation of such representation. The foregoing covenant shall survive the Closing or earlier termination of the Purchase Agreement. Sponsor shall pay the commissions due to the Selling Agent and Broker, if any, pursuant to separate agreement(s). Please see Paragraph 16 of the Form Purchase Agreement included as Exhibit A in Part II of the Plan.

Miscellaneous

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

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

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

M. EFFECTIVE DATE OF PLAN

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

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

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

1. signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived (except for a financing contingency, if any, expressly provided in the Purchase Agreement);
2. if the Purchaser was not afforded at least three (3) business days to review the Plan and all filed amendments thereto prior to executing a Purchase Agreement; and
3. with any Purchaser who is the Sponsor, Selling Agent, if any is hereafter designated by Sponsor, or the Managing Agent or is a principal of the Sponsor, Selling Agent or the Managing Agent or is related to the Sponsor, Selling Agent or the Managing Agent or to any principal of the Sponsor, Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor submits proof satisfactory to the Department of Law establishing that the Purchaser is *bona fide*.

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

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

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

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

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

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

N. TERMS OF SALE

The terms “Closing” or “Closing Date” refer respectively to the transaction by which or date on which legal title to a Unit is conveyed by the Sponsor to a Purchaser who shall have fully paid the required Purchase Price for his or her Unit and who shall have otherwise fully performed all obligations on his or her part to be performed under the Purchase Agreement. After the Plan has been declared effective, the Sponsor shall, from time to time, fix one or more dates for closing of title to Units for which Purchase Agreements are then in effect. At least 30 days’ prior written notice of Closing (each, a “Closing Notice”) will be given by the Sponsor to each Purchaser, although the Sponsor may permit a Purchaser to waive, in writing, the 30 days’ notice requirement. Whether or not expressly provided in the Closing Notice, the Closing Date designated therein shall be deemed to be **“TIME OF THE ESSENCE”** as to the obligations of Purchaser. A Purchaser may be notified by the Sponsor of an adjournment or adjourned Closing Date on less than 30 days’ prior notice, in which event, such adjourned Closing Date also shall be deemed to be **“TIME OF THE ESSENCE”** as to the obligations of Purchaser. Closings for each Unit shall be held at the office of Rosenberg & Estis, P.C., 733 Third Avenue, New York, NY, or at such other place in the City of New York as the Sponsor shall designate. No Closing will take place unless and until all of the following shall have occurred; provided however, that a Closing Notice may be sent prior to all of the following conditions having occurred:

(a) Issuance of a temporary or final certificate of occupancy for the entire Premises, or, alternatively, issuance of a partial, temporary or final certificate of occupancy covering the Unit to be closed, as more fully described in the section of this Offering Plan entitled “Rights and Obligations of the Sponsor” (Section Q);

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

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

(d) The Purchaser shall have been afforded an opportunity to inspect the Unit and Limited Common Elements, if any appurtenant to the Unit, as more fully described in the section of this Plan entitled “Procedure to Purchase” (Section L); and

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

The balance of the Purchase Price due to the Sponsor (together with the balance of the cost of a Storage Space, if applicable) shall be paid to Sponsor (or otherwise, as the Sponsor may direct) by unendorsed bank check drawn by or on the account of a bank which is a member of the New York Clearing House Association. At the Closing, upon payment in full of the Purchase Price, the Sponsor shall deliver to the Purchaser a bargain and sale deed with covenants against grantor’s acts, in substantially the form included in Part II of this Plan as Document “C” (the “Unit Deed”), conveying title to the Unit being purchased and its appurtenant Common Interest as more fully

described below. If Purchaser has purchased a Storage Space, Purchaser shall also execute and deliver at Closing a Storage License with the Condominium, in the form of Document H. The Sponsor shall also assign to the Purchaser manufacturer's warranties with respect to equipment and appliances installed in the Unit, if any, to the extent such warranties are in writing and are assignable. In addition, at or prior to the Initial Closing, Sponsor shall assign to the Board any warranties in writing and which are assignable, with respect to equipment and appliances installed in or comprising a part of the Common Elements.

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

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

While a Purchaser may use any title company he or she chooses, the Sponsor shall give and a Purchaser shall be obligated to accept such title to his or her Unit as the Title Company will agree to insure, free and clear of all liens and encumbrances, except for the following ("Permitted Exceptions"):

1. The liens of such mortgage indebtedness, if any, resulting from the Purchaser financing his or her purchase;
2. Any state of facts which an accurate survey of the Property would show provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein;
3. Building restrictions and zoning laws, ordinances and regulations, and any amendments thereto, adopted by any governmental authority having jurisdiction over or affecting the Premises at the Offering Date;
4. Any easement or right of use created in favor of any public utility company for electricity, cable and/or internet service, telephone, water or other service, and the right to install, use, maintain, replace and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Premises;
5. Service, maintenance, employment and concessionaire contracts and agreements in effect on the Closing Date;
6. Encroachments of shrubbery, stoops, areas, steps, doors, ledges, window sills, trim, coping, drainage pipes, stand pipes, sewerage pipes, walls, railings, foundations, fences, air conditioning units, ramps and similar projections, if any, on, over or under the Premises, or the streets or sidewalks or property abutting the Premises, and rights of governmental authorities and adjoining property owners to require the removal of any such projections, and

variations between record lines of the Premises and fences, walls, retaining walls and the like, if any;

7. The terms and conditions of any covenants, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the Closing Date, provided that they do not prevent the use of the Premises as described in this Plan, nor prevent the present structure;

8. City of New York certificate(s) of occupancy to be issued;

9. The lien of any unpaid franchise or corporation tax with respect to any corporation in the chain of title;

10. Sidewalk violations, Environmental Control Board liens or judgments or other violations of municipal rules, code requirements or similar matters, provided that the same affect the base lot and not exclusively and specifically the Unit being purchased;

11. Any exception to free and clear title, other than a Permitted Exception, as to which the Title Company will insure (without additional premium payable by Purchaser) that such exception will not be collected out of or enforced against the Unit;

12. Standard printed exceptions contained in the form of title insurance policy then issued by the Title Company;

13. The terms of the Offering Plan as the same may from time to time be amended;

14. The lien of any unpaid real estate taxes, water charges and sewer rents, provided such items are adjusted at the Closing; and

15. Any other lien or encumbrance which does not render title unmarketable.

16. The title exceptions noted in the Specimen Title Policies set forth in Part II of the Plan.

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

Sponsor shall have no obligation (a) to remove, correct or cure or otherwise address any violations (whether or not of record) against any portion of the Premises, including, without

limitation, any sidewalk violations, Emergency Repair Notices or similar matters, nor (b) to pay any amount to the Condominium in the event that the Board determines after the Initial Closing to do so, which it shall have the authority to do, in its sole discretion. The existence of any such matters shall not affect a Purchaser's obligation to close title to his or her Unit.

Notwithstanding the provisions of this Section, Sponsor shall, at its sole cost and expense, cure or correct all violations which are required to be cured or corrected in order to obtain a temporary or final certificate of occupancy for the Premises (except for such violations which shall have been caused by or resulted from the acts or omissions of a Purchaser, which such Purchaser shall be obligated to cure or correct and clear of record at its sole cost and expense). The means, methods and manner of performing such obligation shall be determined by the Sponsor in its sole discretion. It shall be a condition of Sponsor's such obligation that the Condominium and all Unit Owners provide to Sponsor and its designees, upon reasonable prior notice, full and free access to all portions, areas and facilities of the Building as may be required by them in order to fulfill such obligation. Copies of any building code violations of record, if any, as of the date of this Plan are annexed to the end of the Property Report.

The Sponsor will not be obligated to bring any action or to expend any sum (except to the extent of the Abandonment Amount, as noted above) to render title to any Unit marketable. If Sponsor fails or refuses to correct any title defect which it is obligated to cure under the Purchase Agreement, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (i) take title to the Unit subject to the title defect (without abatement in or credit against the Purchase Price or claim or right of action against the Sponsor for damages or otherwise) or (ii) cancel the Purchase Agreement by written notice to the Sponsor, in which event Sponsor shall direct return the Deposit to the Purchaser within 10 days. Upon making such refund, the parties shall be relieved of all further obligations and liabilities under the Purchase Agreement and this Plan. **If the Purchaser fails to duly notify Sponsor of his or her election within twenty (20) days after Sponsor notifies Purchaser of Sponsor's refusal or inability to remedy the title defect, it will be conclusively deemed that Purchaser has elected to accept title subject to the title defect.**

To the extent that there are any existing mortgages affecting the Units to be sold by Sponsor which will not be satisfied at or prior to the Initial Closing, at such Initial Closing, the Sponsor shall be required to arrange that each holder of such a mortgage either: (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (b) subordinate the lien of its mortgage to the Declaration; or (c) release its lien on the Unit being conveyed, including its interest in the appurtenant Common Elements. Sponsor has obtained construction and related financing from Derby Hilliard 88, LLC, which has agreed to release Units from the lien of its mortgages upon conditions set forth in its loan documents, including payment by Sponsor of minimum release prices upon the sale of Units. The Offering Price set forth in Schedule A meet or exceed such minimum release prices for all of the Residential Units.

All personal property located within a Unit on the date title to the Unit closes and which is owned by Sponsor is included in the conveyance; provided however, that, as to a Unit which is or has been used as a sales model or sales office, Sponsor may expressly exclude from such conveyance any personal property which is situated in the Unit as of the date of the Purchase Agreement. In no event shall the presence of any furniture, furnishings, finishes, flooring, equipment or decorations in any model Unit or in the sales area imply or represent that any Unit will contain such furniture, furnishings, finishes, flooring, equipment or decorations. Personal

property contained in a model Unit, if any, may, at Sponsor's option, be sold at a price to be agreed upon between Sponsor and the Purchaser of such Unit, provided however, that no part of the Purchase Price for any Unit will be attributable to such personal property.

Condition of Unit

The Unit shall be sold in the condition described in this Plan, provided however, that in the event (a) a certificate of occupancy shall have been issued covering the Unit at the date on which a Purchase Agreement is entered into, or (b) Purchaser agrees to purchase a Unit which has been previously occupied, then, in either such event, the Unit shall be sold and transferred in its "AS IS" condition on the date of the Purchase Agreement, reasonable wear and tear excepted between such date and the Closing Date, unless the Purchase Agreement shall expressly provide otherwise.

Risk of Loss

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

Notwithstanding the foregoing, the Sponsor shall not be obligated or liable to repair any damage from a casualty loss. If the Sponsor does not elect to repair the damage, the Purchaser may elect within ten (10) days to cancel the Purchase Agreement whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall be of no further force or effect. If the Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, in which event the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled to a reasonable period of time in which to complete such repairs or replacement. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as electricity) and a reasonable means of ingress and egress from the Building to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser.

Sanctions for Purchaser's Default

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

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

proceeds from such sale) and the Sponsor and its agents shall be relieved of any further liability or obligations thereunder and under the Plan.

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

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

Sanctions for Sponsor's Default

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

O. INTERIM LEASES

Sponsor reserves the right, freely and without restriction, to rent Units at any time after consummation of the Plan (provided that a final or temporary certificate of occupancy covering such Unit has been obtained for the Unit being rented). However, once a Purchase Agreement is signed for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to or occupied by the Purchaser thereof. Any Purchaser who agrees to purchase a Unit which has been previously occupied shall be required to purchase such Unit as described in this Plan, except that it shall be subject to reasonable wear and tear as a result of the previous occupancy.

It is anticipated that the Sponsor will not permit any Purchaser to use or occupy a Unit prior to the Closing Date. However, if the Sponsor elects to do so, the lease or occupancy agreement will be for such rent or use and occupancy for (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed by the parties. A Purchaser with whom Sponsor enters into an Interim Lease will be required to pay Sponsor's legal fees in the amount of \$2,000 for preparation, execution and delivery of the Interim Lease.

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

Except where a Purchaser becomes the tenant or otherwise occupies a Unit prior to closing of title thereto, all risk or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage except as otherwise set forth in the Plan. If Sponsor, or in the event the Declaration is filed, the Unit Owners, do not elect to repair the damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, Purchaser will be refunded all purchase monies paid to Sponsor with any interest earned thereon, unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect and Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price. Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement. Notwithstanding the foregoing, if Purchaser becomes the tenant or actually occupies the Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, then to the extent such damage is not covered by the Condominium's insurance, such Purchaser shall assume the risk of loss and the obligation to repair the damage if the cause thereof originated inside the Unit and/or resulted from the acts of such Purchaser or the occupant(s) of the Unit or Purchaser's guests, invitees or workmen.

P. CLOSING COSTS AND ADJUSTMENTS

Estimated Closing Costs

At Closing, in addition to the balance due on the Purchase Price, each Purchaser shall pay the following estimated closing costs as applicable.

- (a) If Purchaser retains an attorney, the legal fees of such attorney.
- (b) If Purchaser elects to obtain fee title insurance, he or she will pay the premium therefore to the title company. The premium will vary depending upon the amount of insurance requested. The premium for fee title insurance (in accordance with the current schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department) is currently \$402.00 for the first \$35,000 of fee insurance, plus the following amounts for each additional \$1,000 of insurance:

Fee Amount	Premiums
\$35,000	\$402
\$35,001-\$50,000	\$6.67/\$1,000
\$50,001-\$100,000	\$5.43/\$1,000
\$100,001-\$500,000	\$4.36/\$1,000
\$500,001-\$1,000,000	\$3.98/\$1,000
\$1,000,001-\$5,000,000	\$3.66/\$1,000
\$5,000,001-\$10,000,000	\$3.25/\$1,000
\$10,000,001-\$15,000,000	\$3.07/\$1,000
\$15,000,001 and up	\$2.76/\$1,000

Sponsor makes no warranty as to the cost, terms or availability of such other title insurance or that the above rates will be in effect at the time of any Unit closing;

- (c) If Purchaser obtains mortgage title insurance, he or she will pay the premium therefore to the title company. The premium will vary depending upon the amount of insurance requested. The premium for mortgage title insurance (in accordance with the current schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department) is currently \$344.00 for the first \$35,000 of fee insurance, plus the following amounts for each additional \$1,000 of insurance:

Loan Amount	Premium
\$35,000	\$344
\$35,001-\$50,000	\$5.55/\$1,000
\$50,001-\$100,000	\$4.54/\$1,000
\$100,001-\$500,000	\$3.64/\$1,000
\$500,001-\$1,000,000	\$3.31/\$1,000
\$1,000,001-\$5,000,000	\$3.05/\$1,000
\$5,000,001-\$10,000,000	\$2.71/\$1,000

\$10,000,001-\$15,000,000	\$2.55/\$1,000
\$15,000,001 and up	\$2.31/\$1,000

(d) If a Purchaser elects to obtain both fee title insurance and mortgage title insurance from the title company, the premium for the mortgage title insurance will be at a simultaneous rate. If the simultaneous rate is obtained, the premium on the amount of the mortgage title insurance policy that does not exceed the amount of the fee policy shall be calculated at a rate equal to thirty (30%) percent of the regular scheduled rates for mortgage title insurance policies;

(e) Each Purchaser will pay the recording fee for the Unit Deed and the Unit Owner's Power of Attorney, which fee is currently seventeen (\$17) dollars for each instrument plus five (\$5) dollars per page, together with a service charge to his or her title company for recording each instrument;

(f) An amount equal to two (2) months' Common Charges of a Residential Unit and/or Parking Unit, payable to the Board, which amount shall be used as working capital for the Condominium. In the event that the Sponsor has previously advanced all or any portion of the initial working capital, the amount paid by a Purchaser at Closing for this item shall be paid to the Sponsor as a reimbursement.

(g) A closing fee to the Sponsor in the sum of \$4,000, which the Sponsor may direct be paid by Purchaser at Closing to Sponsor's closing attorney. In addition, additional fees shall be payable to Sponsor's attorney in the following events and amounts:

1. In the event that Purchaser or Purchaser's lender requires that the Closing be held at a location other than the office of the attorneys for the Sponsor, the Purchaser shall be required to reimburse to the Sponsor the additional legal fees in the amount of \$500 for any closing held within Manhattan and \$750 for a closing held in any other borough of Manhattan.

2. A Purchaser who elects to finance any portion of the Purchase Price for his Unit shall pay to Sponsor's closing attorney at Closing a fee equal to \$1,500 to defray a portion of the additional time and effort involved.

3. A Purchaser who assigns his interest in the Purchase Agreement for his Unit shall pay to Sponsor's closing attorney at Closing (unless paid at the time of assignment as may be required by Sponsor) a fee equal to \$750 to defray a portion of the additional time and effort involved in reviewing and coordinating the proposed assignment and obtaining consent of Sponsor as required pursuant to the Plan. This additional fee shall be due and payable regardless of whether the assignment is to a related party, a wholly-owned entity, a third-party or otherwise (Notwithstanding the foregoing, Purchasers should note the restrictions against

marketing or selling their right to purchase a Unit prior to Closing, as described in "Terms of Sale", Section N).

(h) The amount due by reason of such sale for the following Transfer Taxes:

1. The New York City Real Property Transfer Tax ("NYC RPT Tax") on Residential Units is currently 1% of the total consideration where the purchase price is \$500,000 or less (but when paid by the purchaser is approximately 1.01% since the shifting of the obligation from the seller to the purchaser is considered to be additional consideration), or at the rate of 1.425% of the purchase price where the price is more than \$500,000 (but when paid by the purchasers is approximately 1.455%), plus a one hundred twenty-five (\$125) dollar filing fee to the City of New York.

2. The New York State Real Estate Transfer Tax ("NYS RET Tax") is currently assessed at the rate of \$2 for each \$500 (or fractional part thereof), or approximately 0.4%, of the total consideration (but when paid by the purchaser the rate is increased to approximately 0.4073%). As of July 1, 2019, an additional \$1.25 for each \$500 (or fractional part thereof), or approximately 0.25% (but when paid by the purchaser the rate is increased to approximately 0.2506%), of the total consideration, will be assessed on certain conveyances of real property located in New York City. Accordingly, as of July 1, 2019, the total NYS RET Tax on conveyances of a Residential Unit (or an interest therein) where the total consideration paid is \$3,000,000 or more shall be assessed at the aggregate rate of \$3.25 for each \$500 (or fractional part thereof), or approximately 0.65%, of the total consideration (but when paid by the purchaser the rate is increased to approximately 0.6635%); and

3. In addition to the foregoing NYC RPT Tax and NYS RET Tax, (1) if the purchase price for a Residential Unit is \$1,000,000 or more, a Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," and currently equal to one (1%) percent of the Purchase Price of a Unit plus any additional consideration resulting from the shifting of the transfer tax obligations (as discussed above) and (2) if the purchase price for a Residential Unit is \$2,000,000 or more, Purchaser shall also be obligated to pay the New York State Supplemental Tax pursuant to Article 31 of the Tax Law, referred to herein as the "Supplemental Tax," which shall be assessed as follows:

Consideration Amount	Supplemental Tax	Mansion Tax and
	Rate	Tax Aggregate Rate
Under \$1,000,000	None	None
\$1,000,000 to \$1,999,999	None	1.00%
\$2,000,000 to \$2,999,999	0.25%	1.25%
\$3,000,000 to \$4,999,999	0.50%	1.50%
\$5,000,000 to \$9,999,999	1.25%	2.25%
\$10,000,000 to \$14,999,999	2.25%	3.25%
\$15,000,000 to \$19,999,999	2.50%	3.50%
\$20,000,000 to \$24,999,999	2.75%	3.75%

\$25,000,000 and above	2.90%	3.90%
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Accordingly, the total amount of Mansion Tax and Supplemental Tax payable by the Purchaser of a Residential Unit will be assessed at a rate that is the aggregate of the applicable Mansion Tax and the Supplemental Tax rates.

Although Transfer Taxes (other than the Mansion Tax, which, when applicable, is primarily a legal obligation of the purchaser) are customarily paid by the seller in covered transactions, the responsibility for paying these taxes may be modified by contract. This Plan provides that the Purchaser of a Unit shall pay such taxes at the Closing. Where the Purchaser pays such taxes, the amount of such taxes will be added to the consideration subject to the New York City Real Property Transfer Tax (i.e., the “taxable consideration”).

(g) The amount of all other recording or filing fees payable at Closing, including, without limitation, such fees for releasing and/or terminating liens of Sponsor’s mortgage indebtedness on the Premises (including, without limitation, lender’s attorney’s or administrative fees).

(h) Pursuant to the terms of the Plan and the Purchase Agreement, a Purchaser shall be obligated to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax (collectively, “Transfer Tax”), which by law are the primary obligation of the Sponsor. A Purchaser who obtains outside financing for his purchase shall also be required to pay charges in connection therewith, such as mortgage recording tax, lender’s attorney’s fee, recording fees, credit investigation fees, appraisal, application and/or commitment fees or “points,” escrows for real estate taxes or homeowners’ insurance and a mortgagee’s title insurance premium. None of such charges are payable to the Sponsor and the amount of certain of the charges attributable to financing are determined solely by the lender. The amount of certain of such costs are determined as follows:

4. Mortgage Recording Tax – Approximately 2.175% of the amount of the mortgage (or 2.05% if the amount of the mortgage is less than \$500,000). The foregoing obligation may be subject to a credit pursuant to Section 339-ee(2) of the Real Property Law and closing adjustment in favor of the Sponsor in that amount, as discussed below. Except for such possible credit, no portion of Sponsor’s existing mortgage indebtedness shall be assigned to Purchaser’s proposed mortgage lender in an effort for Purchaser to save mortgage recording tax.

5. Recording Fees - Approximately, \$750.

(i) In addition to the foregoing closing costs, in the event that a Purchaser fails to close timely, such Purchaser may be required to pay certain additional costs, as more fully described in the section of this Plan entitled “Procedure to Purchase” (Section L).

The following is a numerical example of the approximate amount of the foregoing specified closing costs for a Residential Unit having a Purchase Price of \$3,450,000 and subject to a mortgage loan of \$2,760,000,000 (80% of Purchase Price) (subject to the assumptions and conditions specified above):

Title insurance premiums	\$15,411.00
Recording Fees	750.00
Working Capital Contribution	5,024.00
Closing Fee to Sponsor	5,500.00
NYS Real Estate Transfer Tax	22,425.00
NYC Real Property Transfer Tax	46,162.50
NYS Mansion Tax	51,750.50
Mortgage Recording Tax	53,100.00* ¹
Total	\$200,123.00

The title insurance premiums, the recording charges, Transfer Taxes and other closing costs set forth above are those in effect as of the Offering Date. Each Purchaser shall be required to pay the amount of such costs in effect as of the actual date of the closing of title to his or her Unit. No assurance or representation is given that such items or amounts will not change from those specified in this section. Moreover, each Purchaser shall be responsible for the payment of his or her own attorney's fees and in the event of the establishment of an additional real property transfer tax or any other tax imposed with relation to delivery of the Unit Deed, such tax payment.

Closing Adjustments

Adjustments with Condominium

Sponsor shall apportion the following items, as applicable, with the Board as of 11:59 p.m. of the day immediately preceding the Initial Closing (unless otherwise noted):

1. fees for assignable permits and licenses, if any;
2. charges for electricity, oil and other utilities for the Common Elements;
3. payments under assignable service and maintenance contracts and concession agreements, if any;
4. cost of building supplies on hand, at Sponsor's cost, plus sales tax;

¹ Depending upon whether or not Sponsor's existing mortgages affecting the Premises qualify pursuant to applicable law, this amount may be payable by Purchaser (a) directly to the New York City recording office (or Purchaser's title company for payment on recording) or (b) to Sponsor as a credit and closing adjustment pursuant to Section 339-ee(2) of the Real Property Law and, in either event, does not include the .25% payable by lender in most instances.

5. premiums for transferable insurance policies; and
6. electric, utility or other deposits paid by or on behalf of the Sponsor.

In the event that the foregoing net closing adjustments are in favor of the Sponsor, the Board shall execute and deliver to Sponsor a promissory note in the amount of such net closing adjustments. The amount of such note, together with interest thereon at ten percent (10%) per annum from the Initial Closing date, shall be paid in twelve (12) equal monthly installments, beginning on the first anniversary of the Initial Closing; provided however, that, in its sole discretion, Sponsor shall have the right to defer payment of such monthly installments for up to twelve (12) months after such payment commencement date. Such note shall provide that it may be prepaid at any time without penalty and that the entire unpaid balance of the note, with interest, shall be immediately due and payable if any monthly installment is not paid within fifteen (15) days. In the event of a default under such note, the interest rate shall be increased to 16% per annum on the then-unpaid balance.

Adjustments with Purchasers

The following items, as they apply to a particular Unit, shall be apportioned between the Sponsor and the Purchaser as of 11:59 p.m. of the date immediately prior to the Closing Date, based upon the fiscal period for which such charges are assessed or incurred: real estate taxes, Common Charges, Special Assessments and a proportionate share of utility deposits, if any. In addition, if the Sponsor has placed a blanket or construction mortgage against the Premises, Purchasers shall reimburse to the Sponsor, as a closing adjustment, the amount of credit received by or allowable to a Purchaser under 339-ee(2) of the Condominium Act. Under that section, a Purchaser who obtains a mortgage in connection with his or her purchase will be entitled to receive a credit against the mortgage recording tax otherwise due as a result of the mortgage recording tax previously paid by the Sponsor on the loan for acquisition and improvement of the Premises.

If the Units have not been separately assessed for real estate tax purposes prior to the Initial Closing, the Sponsor must place in escrow in the name of the Board (the "Tax Escrow"), prior to, at, from the proceeds of the Initial Closing, an amount equal to the projected real estate taxes which will be levied against the entire Premises during the six-month period following the Initial Closing or until the Units are separately assessed, whichever period is shorter (the applicable period being the "Tax Liability Period"). That projected amount of real estate taxes shall be estimated by Sponsor in its sole discretion, but shall not exceed the most recent tax payable by greater than 10%. The Board will cause to be paid the real estate taxes payable with respect to the sold Units during the Tax Liability Period from the Tax Escrow as and when such taxes are due and payable. The Sponsor shall be entitled to reimbursement of a portion of the Tax Escrow from Purchasers at the Closing (regardless of whether or not taxes for the period covered by the Tax Escrow are not yet due, shall have become due or shall have been actually paid by the Board, so long as the Tax Escrow shall have been established) based upon the following. At a Unit

Closing, unless the Unit being purchased has been separately apportioned, assessed and billed for real estate tax purposes, the Purchaser of such Unit will be required to pay the Sponsor as a closing adjustment an amount equal to the product of the Tax Escrow multiplied by the Common Interest attributable to that Unit, prorated for the post-Closing portion of the Tax Liability Period for which the Tax Escrow was established. In the event that the amount of the Tax Escrow is less than the amount of the real estate taxes due and payable for the Premises during such six-month period, the Condominium shall pay to the Sponsor the amount of such difference as a Common Expense.

In the alternative, in place and instead of establishing a Tax Escrow in accordance with the preceding paragraph, at or prior to the Initial Closing, the Sponsor may elect, in its sole discretion, to have the Board pay for real estate taxes due with respect to the entire Premises as and when due, as a Common Expense, until such time as the Units are separately taxed. In that event, no adjustment would be made at any Closing between the Sponsor and Purchaser on account of such real estate taxes; instead, appropriate adjustments by way of Individual Assessments or refunds would be made between the Condominium and the affected Unit Owners.

Any errors or omissions in computing apportionments at Closing or between the Board and the Sponsor shall be corrected and payments made to the proper party promptly after discovery. This provision will survive each Closing.

Q. RIGHTS AND OBLIGATIONS OF THE SPONSOR

Right to Rent Unsold Units

Sponsor shall have the right, from time to time, (a) at any time, to withhold from sale one or more Units and (b) after consummation of the Plan, to offer Units for sale or rent (provided that, if a Residential Unit, a final or temporary certificate of occupancy covering such Residential Unit has been obtained), in either event, as it determines in its sole discretion and without consent of the Board. All rental income shall belong to the Sponsor without accountability therefor to the Board or subsequent Purchaser. Any Purchaser who agrees to purchase a Unit which has been previously occupied shall be required to purchase such Unit in its then "as is" condition, unless the Purchase Agreement expressly provides otherwise. However, once a Purchase Agreement is signed for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to or occupied by the Purchaser thereof. The lease or occupancy agreement will be for such rent or use and occupancy for (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed by the parties. Purchasers should be aware that their Unit may have been previously used or occupied by such a rental tenant. However, unless otherwise expressly provided in the Purchase Agreement, title to a Unit shall be conveyed to a Purchaser vacant and free of any tenants or occupants. See also, "Terms of Sale" (Section N).

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

Construction of Improvements

Sponsor shall complete the new construction in accordance with the terms of this Plan. The Sponsor shall have no obligation to build, renovate, finish, decorate, equip or fixture any Unit except as specifically and expressly provided in the Property Report, otherwise in this Plan or otherwise in a particular Purchase Agreement. The Sponsor shall be deemed to have substantially completed its obligations to deliver a Unit in such condition upon the issuance of a temporary or final certificate of occupancy for the Unit and a Purchaser who enters into a Purchase Agreement after issuance of such a certificate shall, unless otherwise expressly provided in the Purchase Agreement, accept the Unit in its "as is" condition on the date of the Purchase Agreement, reasonable wear and tear between the date of the Purchase Agreement and the Closing Date excepted.

The Sponsor or its agents shall have the right to enter upon the Premises or any portion thereof in order to complete the Improvements and to fulfill its other obligations under this Plan or under law. It is the present intention of the Sponsor to substantially complete the construction of the Building by approximately one (1) to two (2) years after

the First Closing, although no representation or assurance is given that the actual completion date will not be sooner or later than as projected.

The Sponsor shall cause new construction to be completed with a quality of construction comparable to prevailing local standards; provided however, that the Sponsor shall have the absolute right to substitute equipment or materials and make modifications to layout or design, so long as the Sponsor does not: (a) substitute equipment or materials of significantly lesser quality or design; or (b) change the size or location of any Units or of other improvements or Common Elements if such change affects the Common Interest or materially adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed, and the Purchaser thereunder is not then in default, unless all affected Unit Owners or contract vendees (as the case may be) consent in writing to such change.

All references in this Plan to “plans and specifications” shall mean the plans and specifications for the Building filed with the Department of Buildings of the City of New York and other appropriate governmental authorities (some of which are summarized in Document “B” of Part II of the Plan), as the same may be amended or changed from time to time. Sponsor expressly reserves the right to amend or modify from time to time said plans and specifications, including, without limitation, changes in layouts and designs or changes affecting the materials, appliances, equipment and fixtures in place of those described in the plans and specifications, provided that such substitutions are of substantially similar or better quality and design and, provided further, that the approvals (if required) of any governmental authorities having jurisdiction are obtained. All of the foregoing amendments to the plans and specifications may be made without prior notice or amendment to this Plan, except as provided in the section of this Plan entitled “Changes in Prices and Units” (Section J). The Sponsor shall deliver to the Board a set of “as built” building plans for the Building shortly after the issuance of a final certificate of occupancy for the Building.

The Sponsor shall pay for the authorized and proper work involved in the new construction and sale of the Units which the Sponsor is obligated to complete under this Offering Plan and shall cause all mechanics’ liens, if any, with respect to such new constructions to be promptly discharged or bonded. The Sponsor shall have a right of access to the Premises, including the Units, Common Elements and Limited Common Elements, in order to complete construction or make repairs to the extent that it is obligated or elects (in its sole discretion) to do so. In exercising such right, the Sponsor shall use reasonable efforts to minimize any disruption of the Unit Owners’ use of the Premises. **No bond or other security, except as otherwise provided or required under this Offering Plan, has been or will be furnished by the Sponsor to secure its obligations or to complete construction or renovation of the improvements and its ability to perform such obligations will depend solely upon its financial condition if, as and when called upon to perform.** Sponsor has obtained construction financing from Derby Hilliard 88, LLC, for funding the cost of the Improvements. Such financing provides for payment by Sponsor of a minimum release price which must be made to the lender in order for the

lender to release its lien from the Unit being sold. The Offering Prices set forth in Schedule “A” of this Plan satisfy such minimum required release prices.

Sponsor will execute and deliver to the Board an instrument assigning to the Board any manufacturer’s warranties that may be in effect with respect to equipment and appliances comprising, installed or located in Common Elements and any contractors’ warranties with respect to new construction of the Building. A copy of such warranties, to the extent available and effective, will be delivered to the Board.

The Sponsor will correct any material defects in its construction or renovation of the Common Elements, a Unit or Limited Common Elements or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with the provisions of this Plan, provided and on condition that:

- (i) as to any claimed patent defect, Sponsor is notified of such defect in writing by certified mail, return receipt requested, within one hundred eighty (180) days after (i) the date of a Unit closing with respect to any such defect in the Unit or (ii) Initial Closing as to any such defect in the Common Elements; or
- (ii) as to any claimed latent defect (but only if such latent defects are due to substantially improper workmanship or material substantially and materially at variance with the plans and specifications): (i) as to any Unit and its appurtenant Limited Common Elements, Sponsor is notified of such defects in writing by the Unit Owner by certified mail, return receipt requested, within ninety (90) days after the earlier of the Closing of title to such Unit or the execution and delivery of any lease to, by, or at the direction of the Purchaser of such Unit, or (ii) as to any Common Elements, Sponsor is notified in writing by the Board by certified mail, return receipt requested, within one hundred eighty (180) days after the Initial Closing.

Notwithstanding the foregoing, (a) Sponsor shall have no obligation to correct latent or patent defects in any Unit sold to a Purchaser which was occupied by a third party prior to such sale, provided Sponsor discloses to such Purchaser that the Unit being purchased was previously occupied, (b) in the event that a certificate of occupancy, either temporary or final, shall have been obtained for a Unit scheduled for closing, Sponsor’s pre-Closing obligations with respect to such Unit shall be deemed to have been substantially completed. Subject to Sponsor’s continuing obligation to fully complete its obligations under this Plan or a particular Purchase Agreement following Closing, Purchaser of such a Unit shall be nonetheless obligated to close title as more fully described in Section L, “Procedure to Purchase.”

Sponsor, in its sole discretion, shall elect the method of correcting any defect. The quality of construction and renovations shall be performed in accordance with the practice of the industry, as determined by Sponsor’s contractor, architect or engineer, in its sole discretion. On prior notice from Sponsor, the Board and/or the Unit Owner (or other

occupant of a Unit) in question must allow Sponsor, Sponsor's contractors and/or agents access to the Building or the Unit in question to inspect and/or correct such defect. Failure to give such access shall be deemed to void any warranty which Sponsor shall have given under the terms of this Plan. The Sponsor shall use reasonable commercial efforts to minimize any disruption to Unit Owners which may be caused by the Sponsor's efforts to correct any construction defects and shall repair any damage to the Premises caused by such efforts.

Sponsor makes no warranties as to any appliances or fixtures in a Unit, although the Sponsor will assign to Purchasers under this Plan any written and assignable warranties in the possession of the Sponsor and which may then be effective with respect to such appliances or fixtures.

Notwithstanding the limited obligation of Sponsor as described above to correct defects in its construction of the Common Elements, Units or the Limited Common Elements, Sponsor assumes no responsibility for and shall not be liable to repair or replace any of the following: 1. nail pops and ridging on sheet rock walls, 2. doors sticking due to weather, 3. adjustment of bi-fold doors, 4. bath tile and marble tile grouting, 5. quarry tile grouting, 6. any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials, 7. defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking due to weather, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, slight scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces, bathroom finish grouting, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, 8. normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building, 9. deviations in the level of ceilings, and imperfections in ceiling finished, 10. imperfections in painting finishes, 11. deviations in the level of a floor, 12. alignment of bathroom finishes and variation in grouting thickness, air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Association Standard A-Z, 13. noise from normal plumbing, heating, ventilating and air conditioning operation, 14. normal floor noises and creaking, 15. carpet or floor discoloring or stretching, 16. variations in width, length, thickness, finish or color range of wood flooring, 17. repair of chips, scratches, mars, breaks, dents, cracks or other defects in exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs; basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances, woodwork, millwork and doors; mirrors and mirrored doors; all hardware; appliance cabinets and flooring, 18. after the

Initial Closing, paint touch-ups, repair dented appliances, or replace light bulbs, 19. variations in tone or color of natural stone or variations in tone or color of vanity tops or other natural stone surfaces, 20. leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks, 21. ponding and/or controlled drainage on the roof surface, 22. cracks in pressure-treated lumber used or intended for use outside the Building, 23. cracks or discoloration in concrete used in cellar walls, paving and garage ramp, 24. discoloration to hardware and plumbing finishes, 25. stains, runs, lumps, shags or imperfections in weave in fabric panels, 26. scratched, dirty or cracked lenses in light fixtures, or 27. terrace tile or other surface covering not laid flat, or color variation in tile, mortar, stained tile or other surface covering. Sponsor shall have discharged its obligation to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing, and Sponsor shall not be obligated to replace such surfaces. A decrease in a Unit's square footage area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% of square footage or less is not material. The foregoing shall not change Sponsor's obligation to complete construction of the Building, including the Units, in accordance with the terms of the Plan.

Purchasers may experience some or all of these items and conditions in their Unit, the Common Elements or elsewhere in the Building. Sponsor has no obligation to correct or repair any of these items and conditions and shall not be liable to any Purchaser or the Board therefor. If Purchasers and/or the Board desire to correct, repair or replace any of these items or conditions, to the extent they can be corrected, repaired or replaced, they will have to proceed by themselves and/or under any warranties or undertakings assigned to them by Sponsor at their sole cost and expense.

Except as expressly provided in this Plan, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or Limited Common Elements or in any other installations, apparatus, fixtures, finishes, materials and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct or repair any defects or conditions and no other obligation shall be implied.

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

Nothing contained herein shall be construed to render Sponsor liable for consequential damages (whether based on negligence, or breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligation pursuant to the Plan shall be to repair or replace, at Sponsor's option, any defective item of its construction (arising as a

result of substantial and material defects in material or as a result of substantially improper workmanship) subject to the terms and conditions (and within the time limits) set forth in this section of the Plan. Subject to such terms and conditions, Sponsor shall renovate the Premises in accordance with applicable codes, filed plans and specifications (if any) and the descriptions contained in the Architect's Description of Property Condition contained in Part II of this Plan as Document "B". The limitations of liability on the part of the Sponsor described in this paragraph shall not apply with respect to any failure by Sponsor to perform an obligation imposed upon it by applicable statute or regulation or arising from Sponsor's failure to perform its obligations under this Plan.

Subsequent to the final inspection of a Unit, the Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, repair of chips, scratches, mars, breaks or other blemishes in windows, sliding glass doors, screens, electric fixtures and globes, interior painted surfaces, sinks, tubs, basins, kitchen cabinets and counter tops, vanity tops and cabinets, medicine cabinets, marble and ceramic tile floors, walls and base marble saddles, resilient floor tile, kitchen appliances, woodwork and doors; nor shall Sponsor be responsible for replacement of fluorescent light ballasts, or filters and thermostats for heating/cooling units.

Housing Merchant Implied Warranty

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

Floor Plans

In accordance with Section 339-p of the New York Real Property law, a registered architect or licensed professional engineer shall certify, within reasonable tolerances, that the Floor Plans for the Units filed with the Declaration are a substantially accurate copy of the portion of the plans of the Building as filed with, and approved by, the **DOB**. The Floor Plans are attached as Exhibit F in Part II of the Plan.

Model Units

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

well as any other selected Units which may have been completed prior to executing a Purchase Agreement.

Risk of Loss

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

Notwithstanding the foregoing, the Sponsor shall not be obligated or liable to repair any damage from a casualty loss. If the Sponsor does not elect to repair the damage, the Purchaser may elect within 10 days to cancel the Purchase Agreement whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall be of no further force or effect. If the Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect, in which event, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled a reasonable period of time in which to complete such repairs or replacement. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as electricity) and a reasonable means of ingress and egress from the Building to the street have been restored and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser.

Alterations, Repairs and Improvements

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

Certificate of Occupancy

Prior to the Initial Closing, the Sponsor shall cause a subdivision of the Building into separate Units and obtain a temporary or final certificate of occupancy for the Unit(s) to be closed.

In New York City, newly-constructed and newly-renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering an entire building, but with only a temporary certificate of occupancy ("TCO") and sometimes several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the NY Multiple Dwelling Law and local building codes and

rules. It is the present intention of the Sponsor to send closing notices for Units covered by TCO's and Purchasers will be required to close with a TCO, rather than a FCO in place. Both TCOs and FCOs are issued by the New York City Department of Buildings (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 and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. As noted above in this sub-section, Sponsor anticipates this scenario may occur. Sponsor will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire Building. However, Sponsor (and its principals) make no representation or guarantee that DOB will issue the FCO within two (2) years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of a FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS IS OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO-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.

Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: <https://www.nyc.gov/site/buildings/property-or-business-owner/certificate-of-occupancy.page>

If a final certificate for the entire Building is not obtained by the date of the Initial Closing, then (a) the Sponsor shall use its best commercial efforts to obtain such a final certificate within twenty-four (24) months after the date of the Initial Closing (or such longer period as may be allowed by law), subject to facts, circumstances and conditions beyond the Sponsor's reasonable control and prior to the expiration of any effective partial or temporary certificate of occupancy for the Units; and (b) the Sponsor shall maintain all proceeds from the offering in a special escrow account as required by General Business Law Sections 352-e(2-b) and 352-h unless: (i) the Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a final certificate of occupancy, in which case, the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from the special escrow account; or (ii) the Sponsor deposits with an escrow agent an unconditional, irrevocable letter of credit; or (iii) posts a surety bond in the amount certified by the Sponsor's architect to be reasonably necessary to complete such work; or (iv) provides other collateral acceptable to the Department of Law. Such letter of credit, surety bond or other collateral, if any, shall be described in a duly-filed amendment to this Plan.

In order that the Sponsor not be hindered, delayed or impaired in obtaining a final certificate of occupancy for the entire Premises, until such time as a final certificate of occupancy for the entire Premises is obtained, without Sponsor's prior written consent, Unit Owners are not permitted to make any alterations to their Units which would, in the sole discretion of Sponsor, hinder, impair, delay or otherwise adversely affect Sponsor's ability to obtain such certificate. Such restriction includes, without limitation, a restriction against any proposed alteration which would require the filing of a notice or application for a building permit with the DOB, except upon compliance with such conditions as may be required by the Sponsor in its sole discretion.

Obligation to Defend Suits

The Sponsor has the right but not the obligation to defend any suits or proceedings arising out of its acts or omissions, although it does have the obligation to indemnify the Board from and against any judgment obtained against either of them by reason of the wrongful acts or omissions of the Sponsor. The Board shall notify the Sponsor promptly of any such suit and shall cooperate with the Sponsor in defending against any such suits against which the Sponsor elects to defend.

Condominium Insurance

Sponsor shall initially procure fire and casualty insurance for the benefit of the Condominium in an amount which the Sponsor believes to be sufficient to replace the Building in the event of a loss, and in an amount sufficient to avoid co-insurance. The premiums for such coverage shall be paid by the Unit Owners as a Common Expense. The types of coverage and estimated cost of premiums for the First Year of Operation are described in the footnote to the insurance expense item in the Budget contained in this Offering Plan as Schedule "B."

Payment of Carrying Charges

The Sponsor shall pay all expenses incurred prior to the Initial Closing in connection with the operation of the Condominium, subject to those closing adjustments with the Board described in the Section of this Plan entitled "Closing Costs and Adjustments" (Section P). Sponsor will pay all costs and expenses incurred in connection with the subdivision of the Building, in connection with the sale of the Unsold Units and will pay all selling expenses including, but not limited to, advertising and printing costs of filing this Offering Plan and amendments hereto and the fees of all sales agents and brokers, if any, retained by the Sponsor.

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

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

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

During any Waiver Period, Sponsor shall remain obligated to update the operating budget for the Condominium when and as needed, as provided in the AG Regulations as to the same. Sponsor shall also provide all prospective purchasers and Unit Owners with copies of any updated budget or audited financials during such Waiver Period.

The Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances, each Unit Owner will remain solely responsible for the payment of the real estate taxes assessed against their Unit. In the event that such taxes have not yet been separately assessed by then, the Unit Owner shall pay to the Board an amount equal to the total amount of such taxes assessed against the entire Premises, multiplied by such Unit Owner’s Common Interest. Final reconciliation between the Board and affected Unit Owners shall be made following separate assessment.

Sponsor shall file an amendment to the Plan prior to the Initial Closing indicating that collection of Common Charges will not commence with the beginning of the First Year of Condominium Operation.

Sponsor, in its sole and absolute discretion, may, upon at least 30 days’ prior written notice to Unit Owners, terminate the Waiver Period. Sponsor shall also file an amendment to the Plan disclosing the expiration of the Waiver Period at least 30 days prior to such expiration.

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

The Sponsor has the financial resources to meet its obligations under this Plan. It intends to fund its obligations to the Condominium from sales proceeds, financing proceeds and, possibly, from income which may be derived by the Sponsor from the rental of Unsold

Units. No bond or other security has been furnished to secure the performance of the Sponsor's obligations without limitation, including the obligation to complete the improvements. The ability of the Sponsor to perform its obligations will depend upon its financial condition if, as and when it is called upon to perform.

Additional Rights Reserved by Sponsor

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

Development Rights

Sponsor has retained and expressly reserves all Development Rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan. As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Law, may not be possible or may be limited. Further, as a result of such reservation by Sponsor, Sponsor or other Development Rights Owner may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Development Rights reserved by Sponsor or other Development Rights Owner will not be used to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights (i.e., in excess of those used in connection with the initial construction of the Building). In the event such Development Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected. Upon request

of Sponsor, or other Development Rights Owner, the Condominium Board will be required to execute any documentation (including, without limitation, a declaration of zoning lot restrictions and/or zoning lot development agreement) requested by Sponsor, or other Development Rights Owner in connection with a sale or transfer of Development Rights.

Miscellaneous

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

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

In the event of the dissolution or liquidation of the Sponsor, or the transfer of 20% or more of the Residential Units (i.e., at least four Residential Units), the principals of the Sponsor shall provide financially responsible persons who will assume the status and all of the obligations of the Sponsor under the Plan, applicable laws or regulations, with respect to the Unsold Units.

Rights of Sponsor-Designees

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

R. CONTROL BY THE SPONSOR

As more fully described in Section S, “Board of Managers”, the Condominium is governed generally by the Board. The Sponsor shall have certain limited rights to exercise voting control of the Board as described in this Section.

The initial Board shall consist of three (3) members designated initially by the Sponsor. Such initial Board members shall be Roger Bittenbender, as President, who is the principal of the Sponsor, Pamira Nikolli, as Vice President, who is an employee of the Principal of Sponsor, and Sean Whalen, as Secretary, who is an employee of the Principal of Sponsor. At the first annual meeting of Unit Owners, members of the Board shall be elected by Unit Owners and the original three (3) members designated by the Sponsor shall resign. The Sponsor will call the first annual meeting of Unit Owners on a date which is the earlier to occur of approximately (a) one hundred eighty (180) days following the Initial Closing or (b) thirty (30) days after expiration of the Sponsor Control Period (defined below). At such meeting, all of the Unit Owners, including the Sponsor, shall elect a new Board that shall consist of five (5) members. In addition and subject to its limited right to exercise voting control of the Board, described in this Section, as owner of the Unsold Units, the Sponsor shall have the right to vote on the same basis as other Unit Owners for members of the Board.

The Sponsor shall have the right to exercise voting control of the Board until such time as the aggregate Common Interests appurtenant to all Unsold Units constitute less than 25% of the aggregate Common Interests in the Condominium (the period from the Initial Closing until such time being referred to as the “Sponsor Control Period”). The “right to exercise voting control” shall mean that Sponsor shall have the right to nominate or designate a majority of the Board members, or, in this case, four of the five Board members. In addition, following expiration of the Sponsor Control Period, so long as the Sponsor owns a Unit, it shall be entitled to designate one of the Board Members. An Owners’ meeting will be held to elect a new Board within approximately thirty (30) days after the end of the Sponsor Control Period. In addition to its right to vote for such Board nominees as it may determine in its sole discretion, following expiration of the Sponsor Control Period, so long as the Sponsor (or its designees) owns any Units, it shall be entitled to designate at least one member of the Board. Except as expressly provided otherwise, the rights described in this Section are not intended to restrict the voting rights of the Sponsor in its capacity as a Unit Owner. As a result, during the Sponsor Control Period, there may be non-Sponsor members of the Board, if they are elected by the Unit Owners (including the Sponsor, which shall be entitled to cast its votes as a Unit Owner) or if they are designated by the Sponsor pursuant to its right to exercise voting control of the Board.

So long as the Sponsor exercises voting control of the Board, the Sponsor will be able to control the maintenance and operation of the Premises, and the services to be provided to Unit Owners. It shall determine the amount of Common Expenses upon which Common Charges are substantially based and whether available working capital funds or other reserves are used to defray projected increases in the Common Charges. However,

so long as the Sponsor exercises voting control of the Board, the Board will not use working capital funds to reduce the projected Common Charges below the amounts set forth in this Plan, unless a majority of the remaining Unit Owners affirmatively vote to do so.

So long as Unsold Units represent at least 25% of the aggregate Common Interests, but in no event longer than five years after the date of the Initial Closing, whichever occurs sooner, the Board may not, without the prior written consent of Sponsor (which may be given or withheld in its sole discretion): (a) make, permit, or consent to any addition, alteration, improvement or change in or to the Limited Common Elements, Special Common Elements or any Unit, (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) enter into any service or maintenance contract, (d) borrow money on behalf of the Condominium or Unit Owners, (e) exercise a right of first refusal to purchase a Unit, (f) increase or decrease the number, or change the type of employees of the Condominium or the Board from those set forth in the “Notes to Schedule B” of this Plan, or (g) change or increase or decrease the services or operating expenses as set forth in the “Notes to Schedule B” except as required to reflect normal annual increases in operating expenses; provided however, that Sponsor will not exercise its veto power over expenses (i) described in Schedule “B” of the Plan or (ii) required in order to (A) comply with applicable laws or regulations, (B) remedy any notice of violation, (C) remedy any work order by an insurer of the Common Elements or (D) correct a condition of the Common Elements which presents an imminent risk to the health or safety of occupants of the Premises. Subject to the foregoing, Sponsor shall have the right to withhold its consent to any of the foregoing actions.

The rights, powers and obligations of the Board and circumstances under which a member of the Board may be removed or replaced are more fully discussed under “Board of Managers” (Section S).

S. BOARD OF MANAGERS

Members of the Board and Officers of the Condominium

The Condominium is governed generally by the Board. The initial Board shall consist of three (3) members designated initially by the Sponsor. Such initial Board members shall be Roger Bittenbender, as President, who is the principal of the Sponsor, Pamira Nikolli, as Vice President, who is an employee of the Principal of Sponsor, and Sean Whalen, as Secretary, who is an employee of the Principal of Sponsor. At the first annual meeting of Unit Owners, members of the Board shall be elected by Unit Owners and the original three (3) member designated by the Sponsor shall resign. The Sponsor will call the first annual meeting of Unit Owners on a date which is the earlier to occur of approximately (a) one hundred eighty (180) days following the Initial Closing or (b) thirty (30) days after expiration of the Sponsor Control Period (defined below). At such meeting, all of the Unit Owners, including the Sponsor, shall elect a new Board, which shall consist of five (5) members.

So long as the Sponsor, or its designee, owns a Unit, the Sponsor, or its designee, will have the right to designate one Board member. Such right shall not limit in any way the rights of the Sponsor to exercise voting control of the Board or to vote for members of the Board generally, in each instance, as more fully described in this Section and in the Section of the Plan entitled "Control by the Sponsor" (Section R). At such annual meeting, subject to the special rights of Sponsor to designate one or more members of the Board, as more fully-described in "Control by the Sponsor" (Section R), an election shall be held for all six members of the Board, subject to Sponsor's right to exercise voting control thereof, as more fully set forth in this Plan. Beginning with the Board elected at the first annual Unit Owners' meeting, there shall be five (5) Board members. Members of the Board must be at least eighteen (18) years of age to be eligible to serve on the Board and are required to be Unit Owners (or else principals or designees of Unit Owners). Board members shall serve for one year each. The By-Laws do not require that a majority of the Board must be Owner-occupants or members of an Owner-occupant's household who are unrelated to the Sponsor and its principals. As a result, owner-occupants and non-resident Unit Owners, including Sponsor as to the Unsold Units, may have an inherent conflict of interest on how the Condominium should be managed because of their different reasons for purchasing or holding Units, i.e., purchase as a home as opposed to as an investment.

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

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

Members of the Board shall receive no compensation for their service as such. Any member of the Board may be removed with or without cause upon the affirmative vote of Unit Owners representing at least 75% of the aggregate Common Interests present at any meeting of the Unit Owners held for such purpose; provided however, that members elected or designated by the Sponsor, or its designee, can only be removed and replaced by the Sponsor or its designee, as the case may be, for cause. Any member of the Board who has been designated or elected by the Sponsor (or a Sponsor designee) and who thereafter resigns, dies or is removed, may be replaced only by the Sponsor, or its designee, as the case may be. Other than members elected or designated by Sponsor or its designee, no member who was a Unit Owner at the time of his or her election shall continue to serve on the Board after he or she ceases to be a Unit Owner or a principal or designee of such Unit Owner.

The principal officers of the Condominium shall be the President, Vice-President, Secretary and Treasurer, each of whom shall be elected annually by the Board and may be removed, for cause, upon the affirmative vote of the majority of the members of the Board. The President shall be the chief executive officer of the Condominium. The Vice-President may act in the place and stead of the President whenever the President is absent or otherwise unable to act. The Secretary is responsible for keeping the minutes of all meetings of the Unit Owners and of the Board, and he or she shall maintain the books and records of the Condominium. The Treasurer shall have responsibility for funds of the Condominium and is responsible for reviewing financial records and books of account.

Powers and Duties of the Board

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

1. adopt an annual budget to cover the cost of Common Expenses (Subject, however, to the restrictions and conditions relating to special allocation of the Common Expenses among the Units as more fully described below in this Section and elsewhere in this Plan);
2. determine and levy special assessments for certain capital improvements or extraordinary repairs or replacements not covered by existing reserves or insurance proceeds;
3. determine and levy Individual Expense Charges;
4. maintain, care for, preserve and restore the Common Elements;
5. open and maintain bank accounts on behalf of the Board;

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

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

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

9. make certain alterations, additions and improvements to the Common Elements that from time to time may be deemed necessary and proper; provided, that, if the proposed cost of such addition, alteration or improvement exceeds \$50,000 (or \$70,000 for any series of additions, alterations or improvements), the Board shall make such additions, alterations or improvements only with the approval of Unit Owners holding a majority of the Common Interests in the aggregate;

10. borrow money on behalf of the Unit Owners when required in connection with the operation, care, preservation, improvement or restoration of the Common Elements, provided however, that (i) the consent of Unit Owners representing at least 66⅔% of the aggregate Common Interests is obtained at a meeting duly-called and held for such purpose for borrowing of any amount in excess of \$20,000; and (ii) no lien to secure repayment of any amount borrowed may be created against any Unit or the Common Interest appurtenant thereto without the prior written consent of the Unit Owner of such Unit;

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

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

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

accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, the parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the provisions of the By-Laws with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as “New York Simplified Procedure for Court Determination of Disputes.”

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

Except as otherwise expressly provided in this Section or Section Q, “Rights and Obligations of Sponsor”, neither the Board nor its members or officers shall have any liability to the Unit Owners in the management, supervision or operation of the Condominium, except that individual members of the Board and officers will be liable for their own willful misconduct, gross negligence or acts or omissions done in bad faith. The Unit Owners shall jointly and severally indemnify each and all of the members of the Board against any liabilities, claims or expenses arising from the acts or omissions of a member of the Board which is within the scope and in the course of performance of his or her duties as a member of the Board, except in instances of willful misconduct, gross negligence or bad faith of such Board member. Such liability of the Unit Owners to the members of the Board is limited as to each Unit Owner to such proportion of the total liability as is equal to his or her Common Interest; provided however, that the foregoing shall not apply to costs and expenses which a Board member may incur in defense of a claim by a Unit Owner which is determined to be without legal basis, in which event, such Unit Owner shall be liable for such costs and expenses.

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

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

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

Reports and Notices by Board to Unit Owners

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

Amendment of By-Laws

The By-Laws, or any provision thereof, may be amended upon the affirmative vote of Unit Owners representing at least 66⅔% of the aggregate Common Interests; provided however, that no amendment which adversely affects or impairs (i) the rights of the Sponsor, or a Sponsor-designee, (ii) the rights of a Parking Unit Owner, (iii) the permitted use of any Unit or (iv) the validity or priority of the interest of any Unit Owner or any Permitted Mortgagees, may be adopted without the express written consent of the Sponsor or affected Unit Owner, or Permitted Mortgagees, respectively. The By-Laws and the Rules and Regulations may not be amended or modified so as to amend the manner in which such documents may be amended or to affect the rights or obligations of the Sponsor (or Sponsor-designee), unless Sponsor consents thereto. In addition, the provisions of the By-Laws relating to each Unit's Common Interest may not be amended without the prior written consent of every Unit Owner affected by such amendment.

Miscellaneous

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

Termination of the Condominium

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

otherwise payable to any Unit Owner to the payment of any liens on its Unit, in order of priority of such liens.

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

T. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD

Easement Rights

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

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

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

Use of Units

Each Unit Owner is permitted and required to use and occupy their Unit and Limited Common Elements in accordance with applicable laws, the Declaration and the By-Laws and the Rules and Regulations, as the same may from time to time be modified or amended. Consequently, the Residential Units may be used for residential dwelling purposes in accordance with the certificate of occupancy for the Building, applicable zoning and other Legal Requirements. In addition to the foregoing requirements, Residential Unit Owners are entitled and required to use their Units for residential purposes or any "home occupation" use permitted by Legal Requirements, the Condominium Declaration and By-Laws and compatible with the high standards of the Premises.

The Rules and Regulations currently allow household pets (as defined and limited therein) to be kept by Unit Owners. However, prospective Purchasers should note that the Rules and Regulations may be amended to prohibit pets and if so amended, all Unit Owners will be required to comply with such prohibition. In addition, the Board reserves the right to require any Unit Owner to remove any pet which creates a nuisance for other residents of the Premises. The Rules and Regulations may be amended from time to time by the

Board, provided that copies of such amendments are furnished to each Unit Owner prior to the time that they become effective.

No Unit may be used for any illegal or offensive purpose.

The Parking Units must be used exclusively for the purpose of vehicle parking in accordance with applicable Legal Requirements, except as otherwise expressly further limited, as provided in the Declaration and summarized below.

Notwithstanding the foregoing, pursuant to the Declaration, no Unit (nor any portion of a Unit), including the Parking Units, may be used or occupied for any of the following uses (collectively, the "Prohibited Uses"): any use which is a public or private nuisance; an automobile body and fender shop; an automobile repairs shop (mechanical or otherwise) or any business servicing motor vehicles, including, without limitation, any quick lube oil change services, tire centers, or any business storing or selling gasoline or diesel fuel at retail or wholesale; a so-called "head shop"; a bowling alley; a bingo parlor or any establishment conducting games of chance as its principal purpose; a sales office (except that the Sponsor expressly reserves the right to use any Unit owned by it or its designee for such purpose), showroom or storage facility for automobiles or other vehicles (expressly permitting any such facility for boats and other watercraft); a pawn shop; a funeral parlor; a discotheque or dancehall; a recycling facility or stockyard; a skating rink; a car wash; a health or medical clinic which is principally engaged in the performance of abortions or the treatment of drug or alcohol or other substance abuse or AIDS; an off-track betting establishment; a house of worship; a junkyard; a so-called "flea-market"; governmental offices requiring the public to appear (such as welfare, motor vehicle, unemployment offices or courts); motel purposes; or as a training or educational facility, which for purposes hereof shall mean a beauty school, barber school, reading room, place of instruction, or any other activity, facility, school or program catering primarily to students or trainees.

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

Storage Spaces

As previously noted, there are 21 Storage Spaces, Storage Licenses for which are being offered for sale by Sponsor. Sponsor may, in its sole discretion, elect to sell to a single Purchaser, Storage Licenses for more than one Storage Space. In that event, there

may not be enough Storage Spaces available for all Purchasers of Residential Units who desire to purchase a Storage License.

A Storage Space may not be used for any type of occupancy or otherwise in violation of other Legal Requirements or such rules and restrictions as the Condominium may adopt with respect thereto. Without limiting the foregoing, Storage Spaces may not be used to store or otherwise maintain “Combustible Items” as such term is used in the New York City Building Code and no storage of clothing, furniture, books, papers or other items, if considered combustible pursuant to such Code definition, will be permitted. Use of space for Storage Spaces is only an accessory use under applicable NYC Building Code definitions and may not to be used for sleeping, cooking and/or living purposes and will not be rented independently from ownership of a Residential Unit.

All references in this Plan to purchasing, acquiring, owning, holding or using a Storage Space shall be deemed to refer to the right, in the nature of a license, to use a Storage Space pursuant to the terms of a Storage License, the form of which is Document H in Part II of this Plan. Unit Owners will not acquire fee title to a Storage Space.

There is a monthly fee payable by Purchasers to the Board for each Storage Space. The Board has the authority to modify such charge upon at least 30 days’ notice to Unit Owners; provided however, that such a charge would apply equally to all Unit Owners holding a Storage License or thereafter acquiring one.

A Unit Owner who holds a Storage License shall have the right to transfer such Storage License to a purchaser or tenant of the benefitted Unit. Such transfer shall be upon such terms and conditions as the Board may determine to reflect such transfer, including, without limitation, payment of all charges, if any then-outstanding by the transferor-Unit Owner and/or execution and delivery to the Board (or its designee) of such assignment and assumption agreement as the Board may then require. Unless a Unit Owner so transfers his or her Storage License upon sale of his or her Unit, such Storage License shall be deemed to have been terminated and the right to re-issue the same shall inure exclusively to the Board. The selling Unit Owner may not reserve any rights to the Storage Space.

Form of Ownership Entity

Units may be owned individually, or in the name of a corporation, partnership or any other legal entity selected by the Purchaser and which is allowed by law to hold title to real property in the State of New York. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or other entity may be occupied only by said individual, or by a designated officer, director, stockholder, or employee of such corporation, or by a designated partner or employee of such partnership, or by said fiduciary (including designated officers, directors, stockholders, or employees of corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or designated employee of such other entity, respectively, or by Family Members or guests of any of the foregoing. Within 30

days after a Unit is acquired by one other than an individual, such non-individual owner shall notify the Managing Agent of the name of the officer, director, stockholder, partner or employee designated by such owner to occupy its Unit. The person so designated may be changed from time to time by the non-individual owner by similar written notice to the Managing Agent. However, all designees must be *bona fide* officers, directors, stockholders, partners or employees of the non-individual owner.

Window Guards

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

Transfer or Mortgage of Units

For so long as Sponsor owns any Residential Units, a Purchaser is prohibited from advertising or otherwise offering, promoting or publicizing the availability of a Residential Unit for sale or lease or otherwise consummating such a sale or lease for the period prior to a Purchaser's Closing and for a period of one year from the Closing Date. For the avoidance of doubt, the foregoing restriction will not apply to leases, which can start as soon as title to a Residential Unit transfers from Sponsor to a Purchaser. Sponsor shall have the right to injunctive relief in the event of a violation of such restriction by a Purchaser. Following such restricted period, a Unit Owner may rent, sell or otherwise transfer his or her Unit (including without limitation by gift); provided however, that the tenant or transferee of such Unit agrees to comply with the applicable provisions of the Declaration, By-Laws, and the Rules and Regulations. As more fully noted below, each Unit is subject to a lien for non-payment of charges due to the Condominium by a Unit Owner; such lien is not affected by a sale of the Unit. A Unit Owner may deliver a mortgage or other security interest in his Unit to a bank or other institutional lender as collateral security for a loan, whether for the purpose of purchasing or improving such Unit or for any other lawful purpose, subject only to giving notice of such transaction to the Board and so long as such Unit Owner is not then in default in payment of Common Charges or other sums due to the Condominium or Board. A Unit Owner may also receive and hold a purchase money mortgage on a *bona fide* resale of such Unit Owner's Unit, provided that the Board is first notified of such transaction.

The Board, on behalf of all Unit Owners, shall have a right of first refusal with respect to any proposed sale or lease or other transfer of a Unit or Parking Space, except as to Unsold Units owned by the Sponsor or Sponsor-designee, as to which there is no such right of first refusal or other restriction. Such right of first refusal requires that the Board be given the opportunity in writing to meet any offer to purchase, otherwise acquire or lease from a Unit Owner on the same terms and conditions as are proposed by a third party. Unless the Board expressly elects to exercise such right within thirty (30) days after it has

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

The Board may not exercise its option to purchase or lease any Unit, pursuant to the foregoing right of first refusal, unless those Unit Owners owning Units representing a majority of the aggregate Common Interests affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum of Unit Owners is present. If approval is given, the Board may assess each Unit Owner (other than the selling or leasing Unit Owner), in proportion to his or her Common Interest, an amount necessary to effectuate the purchase or lease.

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

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

In addition, the Board may require the payment of a fee or other charge from Unit Owners (including the Board, if it owns any Units, but excluding the Sponsor or Sponsor-designee) who sells or otherwise transfer their Units in an amount to be determined by the Board to reimburse it for the fee charged by the then-Managing Agent or counsel to the Board for its services performed in connection with processing the application for the sale or lease of their Unit.

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

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

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

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

Maintenance and Repair of and Alterations to Units

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

to protect any portion of its Unit or fails to comply with the laws, ordinances and regulations of any governmental authority, the Board shall have the right to perform such maintenance or repair upon at least 15 days' written notice to the Unit Owner (except for emergency situations, in which event no notice shall be required).

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

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

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

Notwithstanding the foregoing provisions, until such time as the Sponsor shall have obtained a final certificate of occupancy for the entire Premises, no Unit Owner may make any alterations to his or her Unit, or make application for permission to, or file other notice

with, the New York City Department of Buildings (as required in order to make such alterations) without the express prior written consent of the Sponsor. Such consent may be withheld or conditioned as the Sponsor may determine in its sole discretion, in order that Sponsor's undertaking to obtain such a final certificate of occupancy will not be hindered, impaired or delayed.

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

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

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

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

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

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

Lot Line Windows

There are lot line windows in Residential Units PHA, PHB and PHD, more specifically described in the Property Report, set forth in Part II, Document B. These

windows are provided with sprinklers but may be required to be reduced in size or sealed if the adjoining property is ever redeveloped with one or more buildings of different configurations than that which is now located on such adjoining property. The habitable rooms having lot line windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. Under the New York City Building Code, lot line window conditions for R-2 occupancy must meet certain requirements including being provided with a protective sprinkler head. In the event any of such lot line windows must be reduced in size or sealed, the Owner of the affected Unit shall solely bear the costs relating to such reduction or closure. As of the filing date of this Plan, Sponsor estimates the cost of such reduction or closure to be approximately \$10,000 per window. The infill of any lot line windows must be type I-B construction with 2-hour fire-rated assembly in compliance with the New York City Building Code. Sponsor makes no representation or warranty of any kind whatsoever as to views and/or light quality from any windows and/or terraces in the Building.

Repair or Restoration Following Casualty Loss; Condemnation

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

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

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

Common Charges

Each Unit Owner shall be obligated to pay Common Charges and expenses, including any Special Assessments that may be levied by the Board. Such Common Charges shall reflect a proportionate share of the cash requirements of the Condominium necessary in order to operate, preserve and maintain the Premises in a high-quality manner, as well as establish replacement reserves or other contingency funds as in the discretion of

the Board are deemed appropriate. The amount of Common Charges for each Unit is based generally upon the total projected Common Expenses multiplied by each Unit's Common Interest, but subject to adjustment and special allocation as between or among the Units based upon intended or anticipated benefit of certain Common Expenses, as more fully described in the Budget footnotes in Schedule "B" of this Plan. The Board will prepare and distribute to all Unit Owners, at least annually, a budget setting forth its projection of the Common Expenses for the coming fiscal year of the Condominium. Such Common Expenses will include, among other things, such types of operating expenses as are specified in Schedule "B" of this Plan. Pursuant to the terms of the By-Laws, the Board has the right to revise the projection of the Common Expenses at any time and from time to time during any fiscal year. Any such revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners during such fiscal year.

Where Common Expenses have been allocated among the Units other than in accordance with their respective Common Interests, such special allocations are based upon projected benefit to, usage by and/or applicability to a particular Unit Owner or to a category of Units (such as is the case for Limited Common Expenses), in the opinion of the Sponsor prior to the Initial Closing and thereafter by the Board. In the opinion of the Sponsor, the amount of Common Charges payable by the Unit Owners will be sufficient to cover the expenses fairly attributable to such Units. If the Board has reasonable basis to believe that a particular Common Expense should hereafter be specially allocated or re-allocated among Unit Owners, it reserves the right to do so, subject to and in accordance with the discussion contained in Section S, "Board of Managers." Any dispute between or among Unit Owners relating to the proper allocation of any Common Expenses among the Units shall be resolved by arbitration in accordance with the By-Laws. Pursuant to Article 15 of the By-Laws, the parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the provisions of the By-Laws with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

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

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

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

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

In addition, the Board shall have the authority to levy and collect such other charges from particular Unit Owners resulting from costs incurred by the Condominium as a direct result of the wrongful acts or omissions of a particular Unit Owner, his or her guests or contractors, such as arising out of damages caused by a Unit Owner to any of the Limited Common Elements. Such charges are referred to as "Individual Expense Charges."

Board Remedies for Unpaid Charges

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

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

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

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

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

pay such rent to the non-occupying Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying Unit Owner against such tenant for such rent.

Insurance Provided by the Board

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

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

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

(c) Officers' and directors' liability insurance in amounts determined appropriate by the Board.

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

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

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

Any insurance maintained by the Board may provide for such commercially reasonable deductible amounts as the Board may from time to time determine. The initial

coverage limits and deductible amounts are set forth in Schedule B of this Plan, "Budget for First Year of Condominium Operation".

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

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

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

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

A Unit Owner shall, at the Unit Owner's own 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 any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any one occurrence including \$1,000,000 for damage to property plus at least \$2,000,000 umbrella liability coverage and (b) tenant's all-risk property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage and personal property). The limits of liability set forth in (a) and (b) hereof may be increased by the Condominium Board from time to time. Please see Section 6.2 of the By-Laws for more details.

Individual insurance policies, however, must contain waivers of subrogation and may not otherwise impair, affect or diminish the insurance coverage obtained and held by the Board for the benefit of the Condominium. Any insurance policies maintained by Unit Owners shall be primary with respect to the risks insured thereunder and shall provide that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Purchasers who take possession of a Unit prior to Closing (permissible only with consent

of the Sponsor, which consent may be given or withheld in the sole discretion of Sponsor) should undertake to obtain appropriate insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss.

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

See By-Laws Article 6 in Part II Exhibit E of this Plan.

Access to Units

Unit Owners are obligated to grant access to the Board, its agents and designees for the purpose of inspection (when there appears reasonable cause therefor), removal of violations, repair, maintenance or replacement of Limited Common Elements, to cure a default by a Unit Owner or for other lawful purposes as permitted under the By-Laws. The Board will not seek such access to a Unit without reasonable prior notice to the Unit Owner, except under emergency circumstances.

Smoking Policy

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, e-cigarette, tobacco, non-tobacco or any other lighted smoking apparatus, device, equipment or product (collectively, "Smoking Implements") in any area of the Condominium, whether indoor or outdoor, at any time. For the avoidance of doubt, smoking and the use of Smoking Implements shall be prohibited in all common areas of the Condominium, including, without limitation, in any Unit, Common Element or Limited Common Element appurtenant to any Unit. In addition, no person may use any Smoking Implement within twenty-five (25) feet of any outside entrance to the Building or within twenty-five feet of any of the Building's outdoor air intakes or operable windows. The Board has substantial enforcement rights in the event of a violation of this restriction, as more fully described in Section 39 of the Rules and Regulations, attached to the By-Laws, which are included in Document E in Part II of this Plan.

Sanctions for Non-Compliance

Non-compliance by a Unit Owner with any of the terms or provisions of the Declaration, the By-Laws, the Rules and Regulations or any other requirements of the Board (other than payment of monies due and owing as described above), which non-

compliance continues for a period of 15 days after written notice, shall subject such a Unit Owner to the following possible sanctions and remedies, all of which are available to the Board on a cumulative and non-exclusive basis:

1. An action may be instituted against a defaulting Unit Owner for damages or such other legal or equitable relief, including without limitation, injunctive relief (for which no bond shall be required to be posted) as may be appropriate under the circumstances;
2. Lien foreclosure against a Unit, which may result in the loss by a Unit Owner of his or her equity in the Unit;
3. Assessment against a Unit of the amount of any claim against a Unit Owner, which assessment may be enforced as otherwise herein noted; and
4. In any case of flagrant or repeated violation by a Unit Owner, he or she may be required to give sufficient surety or sureties for his or her future compliance.
5. In any action, proceeding or procedure undertaken by or on behalf of the Board to enforce their rights or remedies against a Unit Owner or Unit Owners, the Board shall be entitled to collect from such Unit Owner or Unit Owners its reasonable attorneys' fees and expenses incurred by reason of such action, proceeding or procedure. It should be further noted that, typically, mortgage financing in connection with a Unit provides that a default under the Declaration, the By-Laws or Rules and Regulations would also constitute a default under such mortgage financing.

In accordance with Section 339-k of the New York Real Property Law, if a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees (collectively, "Charges") for such Unit within 60 days of the expiration of any grace period after they are due, upon notice as described below, all rental payments from the tenant shall be directly payable to the Condominium. If Charges due for any Unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying Unit Owner providing that, commencing immediately and until such time as all payments for Charges are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium at the address listed on the notice. Where a majority of the Board has been elected by and from among the Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Condominium. At such time as payments for Charges from the non-occupying Unit Owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying Unit Owner. Thereafter, all rental payments shall be made payable to the non-occupying Unit Owner or a designated agent. A non-occupying Unit Owner who disputes the Board's claim to rental payments pursuant to this provision shall be entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Board, which must be held within 30 days of

the date that the Board receives notice that such Unit Owner seeks to dispute such claim. The foregoing provisions do not limit any rights of Unit Owners or of the Board otherwise available under law or by agreement. Payment by a rental tenant to the Condominium made in accordance with the foregoing provisions shall relieve that rental tenant from the obligation to pay such rent to the non-occupying Unit Owner (to the extent of the amount of such rent actually paid by tenant) and shall be an absolute defense (or offset) in any non-payment proceeding commenced by such non-occupying Unit Owner against such tenant for such rent.

Special Rights of Sponsor and Sponsor-Designees

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

U. REAL ESTATE TAXES

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

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

For the purpose of determining the projected real estate tax for each Parking Unit and each Residential Unit in Schedule A of this Plan, the foregoing aggregate tax amounts have been allocated among the respective category of Units in proportion to each Unit's Common Interest, although the Department of Finance may apply a different methodology.

The applicable tax rates used for the foregoing estimates are those estimates for the 2026/2027 tax year. The applicable rate for the First Year of Condominium Operation (and subsequent periods) may differ substantially from the tax rates used for the specified estimates.

The projected assessed valuation for the Premises for the First Year of Condominium Operation does not reflect their value upon final completion of construction by Sponsor. Since the First Year of Condominium Operation will be based upon the status of the improvements as of January 5, 2026, and construction is not expected to be substantially completed until approximately one (1) to two (2) years after the First Closing, the assessed valuation for the Units after the First Year of Condominium Operation, beginning as of February 1, 2027, may reflect a substantial increase in the real estate tax assessments from those for the earlier portion of such First Year. Inasmuch as the projections in Schedule A, were based upon a projected First Year of Condominium Operation commencing as of February 1, 2027, Purchasers should assume that the actual

amount of real estate taxes payable for their Unit, after the First Year of Condominium Operation, may be higher than the amounts projected by the Property Tax Consultant shown in Schedule A. Further the Property Tax Consultant has projected for such first full year of Condominium following such higher assessment amounts (i.e., including the tax year July 1, 2026 - June 30, 2027, as to the first half and July 1, 2027 - June 30, 2028, as to the second half of such First Year of Condominium Operation) in Part II of this Plan as Document “G”.

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

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

For Federal, New York State and New York City income tax purposes, a Residential Unit Owner who itemizes its deductions should be entitled to annual income tax deduction for the real estate taxes and mortgage interest paid by it should be entitled to an annual tax deduction for a portion of real estate taxes as well as a portion of the amount of interest paid, if any, on a mortgage obligation incurred to acquire a Residential Unit, if such Unit is used as such Owner’s principal residence or as a second residence. The amount deductible by a Unit Owner may vary in subsequent years due, for instance, to changes in (a) the assessed valuation of the Unit, (b) the applicable tax rate, (c) the method of assessing real property which results in a change in real property taxes, or (d) the amount of interest paid by the Unit Owner on his or her outstanding mortgage indebtedness.

On July 4, 2025, the federal government enacted legislation entitled the “One Big Beautiful Bill Act” (the “Act”). Among other provisions, the Act includes changes relating to the federal income tax treatment of homeownership, including modifications to the availability and scope of deductions for state and local real property taxes and mortgage interest. Purchasers are advised that the precise impact of the Act on the deductibility of real estate taxes and other homeownership-related expenses may vary depending on each Purchaser’s individual circumstances. Accordingly, no assurance can be given as to the deductibility of real estate taxes allocable to the Units or of mortgage interest incurred in connection with financing the acquisition of a Unit. Purchasers are urged to consult their own tax advisors with respect to the consequences of the Act.

Availability of tax deductions and the conditions and limitations applicable thereto are described in the opinion letter of Rosenberg & Estis, P.C., included Section V of this Plan and the foregoing statements are, in all respects, subject thereto.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding. The Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Board and/or the Board against all claims, costs and expenses (including attorneys' fees and disbursements); (b) the Board has not already commenced such a proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current in payment of all his or her Charges. Alternatively, the Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Board to act on his or her behalf must indemnify the Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings. Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

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

Deductions to Residential Unit Owners

The following discussion provides a summary of certain federal and New York state income tax consequences of the ownership of Residential Units and the federal income taxation of the Condominium. Although the Sponsor has received an opinion of Sonnenschein, Sherman & Deutsch, LLP, counsel to the Sponsor, with respect to certain aspects of the income tax consequences of this offering, a copy of which is set forth in Section V of this Plan (the "Tax Opinion"), and upon which Tax Opinion the following discussion is based, the Tax Opinion is not binding on the Internal Revenue Service or any state or local taxing authority. This summary is qualified in its entirety by the Tax Opinion and in the event of any inconsistency between this summary and the Tax Opinion, the Tax Opinion shall prevail.

Additionally, any discussion of tax consequences contained in this Section and in the Tax Opinion (including any attachments to each) is not intended to be used and cannot be used by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code of 1986, as amended (the "Code"). This advice was written to support the promotion or marketing of the Units by Sponsor.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THIS PLAN AND OF OWNERSHIP OF A UNIT. ROSENBERG & ESTIS, P.C. AND SONNENSCHN, SHERMAN & DEUTSCH, LLP ARE COUNSEL TO THE SPONSOR AND NOT TO THE PURCHASERS OR UNIT OWNERS.

Deductibility of Real Estate Taxes and Mortgage Interest by Residential Unit Owners

Each individual Residential Unit Owner, for federal income tax purposes, should be entitled to a deduction each year for a portion of mortgage interest and real estate taxes paid by him or her during such year under Sections 163 and 164 of the Code, provided the Owner uses his or her Residential Unit as his or her principal residence or a second residence and the mortgage indebtedness is incurred in acquiring such residence. The total amount of mortgage indebtedness that can give rise to deductible mortgage interest for any period is \$750,000 (\$375,000 for married individuals filing separate federal income tax returns) of acquisition indebtedness. Each individual Owner should also, for New York State income tax purposes, be entitled to deductions for a portion of the mortgage interest and real estate taxes paid or accrued during the taxable year. For both federal and New York State purposes, these deductions are subject to certain overall limitations that may reduce the amount of deduction permissible.

Tax Status of Condominium

If the Condominium satisfies the requirements of Code Section 528 of the Code, the Condominium may elect to be exempt from federal income tax on the Common Charges. These requirements are described in the Tax Opinion. Under the Treasury Regulations issued pursuant to Code Section 528, the Condominium must qualify annually for the election under Code Section 528, and additionally, it must make a separate election for each taxable year. Since the qualifications of the Condominium to elect the benefits of Code Section 528 depends on future facts and circumstances, the Tax Opinion cannot and does not render an opinion with respect to the Condominium's future qualification. However, based on certain assumptions and qualifications described in the Tax Opinion, the Condominium should be eligible to qualify as a homeowners' association within the meaning of Code Section 528 for the first year of Condominium Operation, provided that the Condominium properly and timely elects to be taxed under Code Section 528 for such year.

If the Condominium fails to qualify or elect to be treated as a homeowners' association for purposes of Code Section 528, the present state of the law is unclear as to the precise tax status of the Condominium. In such event, it is possible that the Condominium may be taxable as a corporation or as a partnership for federal income tax purposes. The Tax Opinion expressly does not render any opinion with respect to this issue.

NEITHER THE SPONSOR NOR COUNSEL FOR THE SPONSOR GIVES ANY REPRESENTATION OR MAKES ANY WARRANTY THAT THE UNITED STATES TREASURY DEPARTMENT, NEW YORK CITY DEPARTMENT OF FINANCE OR THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE WILL ALLOW THE AFOREMENTIONED DEDUCTIONS AND/OR EXEMPTIONS OR THAT THE TAX LAW OR ANY REGULATIONS OR RULINGS ISSUED THEREUNDER, OR ANY JUDICIAL INTERPRETATION THEREOF, MAY NOT CHANGE SO AS TO DISALLOW THE DEDUCTIONS IN WHOLE OR IN PART.

IN NO EVENT WILL THE SPONSOR, SPONSOR'S COUNSEL OR ANY OTHER PERSON BE LIABLE IF OWNERS ARE NOT ENTITLED TO SUCH INCOME TAX DEDUCTIONS OR EXEMPTIONS, AS DESCRIBED ABOVE, IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING ITS OPINION, OR IF THERE ARE CHANGES IN THE APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED.

W. OPINIONS OF COUNSEL

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March 18, 2025

Astor Nine LLC
c/o Mr. Roger Bittenbender
134 Spring Street
New York, NY 10012

**Re: 220 East 9th Street
Block 464 Lot 20
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 assessment to be levied upon the captioned premises as well as the taxes for the initial tax year after completion of construction. You have advised us that construction is about to commence and is expected to be completed by the end of December 2026. You have advised us that the project will consist of the construction of a new multiple dwelling to be structured as a condominium, which will contain eighteen (18) residential units, ten (10) parking spaces and twenty-one (21) storage units, and your initial budget year will commence on February 1, 2027.

In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. This information includes your purchase price, your estimated construction costs and your estimated operating expenses. You have also supplied us with a square footage analysis of the project as well as architect's plans prepared by the architectural firm of Colberg Architecture, P.C.

We have also considered the recent tax assessment history of the property, the cost of the new project, the potential income for the new structure (as if operated as a rental), comparable properties in the Borough of Manhattan, which have been newly constructed or undergone renovation as well as market conditions in the area.

In projecting 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 value.
2. The estimate of the cost of 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 the following July 1. The final assessment roll containing the final 2026/27 and 2027/28 assessed values will be published on or about May 25, 2026 and 2027, respectively.

The 2025/26 tentative assessment is:

	<u>Actual</u>	
	Land	Total
2025/26	\$495,000	\$2,964,600

Pursuant to Real property Tax Law ("RPTL" section 11-209(a), "A building, other than a commercial building, in the course of construction, commenced since the preceding fifth day of January (in this case January 5, 2025) and not ready for occupancy on the fifth day of January (January 5, 2026) following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April (2026)".

We have been advised that the pouring of a foundation has not commenced to date. Since such action has been held as the commencement of construction, the construction on the property will commence after January 5, 2025. We have also been advised that a certificate of occupancy is reasonably anticipated to not be obtained until approximately December 2026, well after the April 15, 2026 requirement.

Based on these facts, we believe that any building assessment placed on the property for the 2026/27 tax year for construction performed before January 5, 2026 will be removed and the 2026/27 assessment should be as follows:

	<u>Actual</u>		<u>Transition</u>	
	Land	Total	Land	Total
2026/27	\$1,337,175	\$1,337,175	\$663,435	\$663,435

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 price of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set forth in your offering plan, and any subsequent sales or resales, are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay at the tax class 2 tax rate. The 2024/25 tax class 2 residential tax rate is \$12.5 for each \$100 of assessed valuation. The parking condominium units will be designated as a tax class 4 property and will pay real estate taxes at the tax class 4 tax rate. The 2024/25 tax class 4 commercial tax rate is \$10.762 for each \$100 of assessed valuation.

We project the 2026/27 and 2027/28 real estate tax class 2 rates at 12.6%. We project the tax class 4 tax rates for 2026/27 and 2027/28 to be 10.962% and 11.062%, respectively based on recent percentage increases.

We point out that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units as of the date of the conversion. We suggest that you include a provision in your offering plan to cover this possibility.

Predicated upon the foregoing, it is our opinion that for the initial budget year of February 1, 2027 through January 31, 2028, the total taxes of the property for February 1, 2027 through January 31, 2028, will be \$490,079. For the post construction 2027/28 tax year, which covers the period July 1, 2027 through June 30, 2028, we estimate an actual assessed value of \$6,812,118. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is likely that there may be a substantial deviation in the assessed value for the 2026/27 and 2027/28 tax years.

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 use of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Surveyor's office and recorded at the City Register. Thus the allocation of the assessed value of all units will likely be based on the common interest as set forth in the condominium declaration.

Therefore, we make the following projections of the real estate taxes:

Total Estimated January 31, 2028 Budget Year Real Estate Taxes - \$490,079
Total Estimated Post Construction Real Estate Taxes for 2027/28 - \$788,502

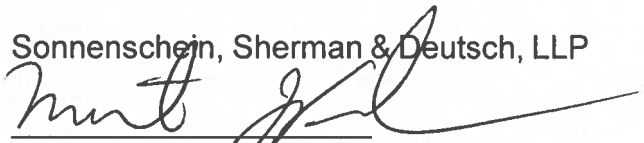
Our firm has an extensive practice in real estate tax review matters. We currently represent the owners of approximately 1,050 buildings in the City of New York, and file applications for correction of the tax assessments on these properties. This firm and its predecessor have been engaged in such practice for a period of approximately 65 years. Additionally, I am a member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

Based upon our previous experience with such proceedings, we have issued this letter with the estimates and caveats contained herein, with the specific understanding that our opinion is not a guarantee that the taxes will be as herein projected and estimated. 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 initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law, court decisions, and/or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned and does not purport to express the opinion of the New York Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the initial budget year as well as for tax years 2026/27 and 2027/28 than set forth herein. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

Sonnenschein, Sherman & Deutsch, LLP

A handwritten signature in black ink, appearing to read 'Martin J. Friedman', is written over a horizontal line.

By: Martin J. Friedman

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SARA R. THRONE

June 16, 2025

Astor Nine LLC
c/o Mr. Roger Bittenbender
134 Spring Street
New York, New York 10012

Re: Condominium Offering Plan for 220 East 9th St Condominium (the
“Plan”)

Ladies and Gentlemen:

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 individuals (the “Unit Owners”) who purchase residential condominium units (the “Units”) in the 220 East 9th St Condominium that is located at 220 East 9th Street, New York, New York 10003 (the “Condominium”), for use as their primary residence and (ii) the treatment for such income tax purposes of the assessments payable by the Unit Owners to the Condominium Board (such assessments, the “Common Charges”) for the costs attributable to the repair and maintenance of the parts of the Condominium other than the Units (the “Common Elements”). Except where otherwise indicated herein, the capitalized terms used in this opinion have the same meanings as in the Plan.

For purposes of this opinion, we have reviewed the Plan, the relevant sections of the Internal Revenue Code of 1986, as amended (the “Code”), the New York State Tax Law (the “Tax Law”), the New York City Administrative Code (the “Administrative Code”), the regulations promulgated under each of the foregoing, and such other materials as we deemed relevant. In rendering the opinions set forth herein, we have assumed that (i) the Plan has been accepted for filing by the New York State Department of Law and is consummated in accordance with its terms and (ii) the Plan’s legal consequences are as described therein.

This opinion is not intended to be used, and may not be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer under the U.S. federal tax law. Each taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

A. Deductibility of Mortgage Interest and Real Estate Taxes.

Pursuant to the Plan, a Unit Owner will own its Unit and its appurtenant interest in the Common Elements in fee simple and, once each Unit has been separately assessed for real estate taxes as provided in the Plan, each Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner may, subject to the credit and underwriting approval of such Unit Owner's lending institution, mortgage its Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

Under Sections¹ 163 and 164, respectively, a Unit Owner will, for federal income tax purposes, be entitled to a deduction for interest paid with respect to such mortgage indebtedness and for real estate taxes paid with respect to a Unit during a taxable year, subject, however, to the conditions and limitations discussed below.²

Under Section 163(h)(3), an individual Unit Owner who uses such Unit for personal purposes may deduct "qualified residence interest" incurred with respect to the Unit. "Qualified residence interest" is defined under Section 163(h)(3)(A) as any interest which is paid or accrued during the taxable year on "acquisition indebtedness" with respect to any qualified residence of the taxpayer. "Acquisition indebtedness" is defined under Section 163(h)(3)(B) as any indebtedness which is incurred in acquiring, constructing or substantially improving any "qualified residence" of the taxpayer and is secured by such residence. "Qualified residence" is defined under Section 163(h)(4) as the principal residence of the taxpayer and one other residence of the taxpayer that is selected by the taxpayer for deduction purposes for the taxable year. For tax years beginning before January 1, 2026, the taxpayer can deduct only the interest on acquisition indebtedness up to \$750,000 (\$375,000 for married persons filing separately). For tax years beginning on or after January 1, 2026, a taxpayer may deduct interest on acquisition indebtedness up to \$1,000,000 (\$500,000 for married persons filing separately). Additionally, for tax years beginning on or after January 1, 2026, "qualified residence interest" includes any interest paid or accrued on "home equity indebtedness," which is defined under Section 163(h)(3)(C) as any other indebtedness secured by a qualified residence to the extent the aggregate amount of such indebtedness does not exceed the excess, if any, of (i) the fair market value of such qualified residence over (ii) the amount of acquisition indebtedness with respect to such residence. The aggregate amount of home equity indebtedness for any period shall not exceed \$100,000 (\$50,000 for married persons filing separately).

Under Section 164(a), an individual Unit Owner may deduct state and local real property taxes paid with respect to the Unit. However, for tax years beginning before January 1, 2026, the

¹ Unless otherwise indicated, all "Section" references are to the Code.

² Rev. Rul. 64-31, 1964-1 C.B. 300.

aggregate amount of state and local income, real property, and personal property taxes that a taxpayer may deduct in a taxable year is capped at \$10,000 (\$5,000 for married persons filing separately) under Section 164(b)(6). For tax years beginning on or after January 1, 2026, the cap under Section 164(b)(6) expires, and the deduction for state and local real property taxes paid is not limited.³

For tax years beginning on or after January 1, 2026, the deductions for real estate taxes and mortgage interest incurred with respect to a Unit that the Unit Owner uses for personal purposes are subject to the overall limitation on itemized deductions imposed by Section 68. Under Section 68, if a taxpayer's adjusted gross income exceeds an amount set forth in Section 68(b) (the "Applicable Amount," discussed below), such person's itemized deductions are reduced by the lesser of (1) 3% of the amount by which such taxpayer's adjusted gross income exceeds the Applicable Amount, or (2) 80% of the amount otherwise allowable as an itemized deduction. For tax year 2017, the most recent year in which itemized deductions were subject to the Section 68 overall limitation prior to suspension of Section 68 by the Tax Cuts and Jobs Act, the Applicable Amount was \$313,800 in the case of a joint return or a surviving spouse, \$287,650 in the case of a head of household (as defined in Section 2(b)), \$261,500 in the case of an individual who was not married and who was not a surviving spouse or head of household, and \$156,900 in the case of a married individual filing a separate return. The Applicable Amount may be adjusted annually.

A Unit Owner who intends to use a Unit in a trade or business or to hold a Unit for the production of rental income may be subject to the passive activity loss rules of Section 469. A Unit Owner who intends to hold a Unit for investment may be subject to the investment interest rules of Section 163(d). A Unit Owner who holds its Unit for trade or business purposes, the production of rental income, or investment purposes should consult its personal tax advisers as to the effect of Sections 469 or 163(d) on its deductions.

A taxpayer who owns a Unit may be subject to the alternative minimum tax ("AMT") if the tax computed for such purposes exceeds their regular income tax. Certain deductions are not allowed in computing a taxpayer's income for AMT purposes including, generally, deductions both (1) of mortgage interest on a personal residence that is not "qualified housing interest" and (2) of real estate taxes payable in connection with such residence. Under Section 56(b), "qualified housing interest" can be deducted in computing taxable income for AMT purposes. "Qualified housing interest" is defined under Section 56(e) as qualified residence interest and is paid during the taxable year on indebtedness which is incurred in acquiring, constructing, or substantially improving (a) the principal residence of the taxpayer at the time such interest

³ The Tax Cuts and Jobs Act, which expires December 31, 2025, is currently being negotiated in Congress. Many provisions in this opinion letter may be impacted by the result of such negotiations if they are enacted into law.

accrues or (b) a secondary residence which is selected by the taxpayer for deduction purposes for the taxable year.

Under Section 615 of the Tax Law and Section 11-1715 of the Administrative Code, respectively, a Unit Owner generally will, for New York State and New York City income tax purposes, be entitled to a deduction equivalent to that which is allowed for federal income tax purposes for such mortgage interest and real estate taxes paid during the taxable year. However, under New York State and New York City income tax laws, itemized deductions, including deductions for acquisition indebtedness and real property taxes, are subject to reduction by as much as 100%. Unit Owners should consult their personal tax advisors to determine their eligibility for claiming itemized deductions for New York State and New York City income tax purposes.

B. Federal Income Tax Treatment of Common Charges.

As set forth in the Plan, Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under Section 528, if certain requirements are met, a condominium board may be eligible to elect to be treated as a "homeowners association" that is exempt from federal income tax on Common Charges collected from the Unit Owners.

Section 528 permits a condominium management association to elect the benefits of that Section and be treated as a "homeowners association" only if (a) substantially all of the condominium units are used by individuals as residences and (b) the following conditions (collectively, the "Requirements") are met:

- (1) the condominium association is organized and operated to provide for the acquisition, construction, management, maintenance and care of association property;
- (2) sixty percent or more of the gross income of the association for the taxable year consists solely of amounts received as membership dues, fees, or assessments from owners of residential condominium units;
- (3) ninety percent or more of the expenditures of the association for the taxable year consist of expenditures for the acquisition, construction, management, maintenance and care of association property; and
- (4) no part of the net earnings of the association may inure (other than by acquiring, constructing, or providing management, maintenance and care of the association property, and other than through a rebate of excess membership dues, fees or assessments) to the benefit of any private shareholder or individual.

Under Treasury Regulation Section 1.528-8(a), the election must be made for each year that the condominium management association desires to be treated as a homeowners association. The election generally must be made by the time of filing of a properly completed Internal Revenue Service Form 1120-H. Under Treasury Regulation Section 1.528-8(f)(1), the election is binding on the organization for the taxable year and may not be revoked without the consent of the Commissioner.

Treasury Regulation Section 1.528-4(b) provides that substantially all of the units of a condominium management association will be considered as used by individuals for residences if at least 85% of the total square footage of all condominium units is used by individuals for residential purposes (the "85% Test"). According to the Plan, it is anticipated that more than 85% of the total square footage of all condominium units will be used by individuals for residential purposes. Accordingly, if the Units are used as contemplated by the Plan, and the Condominium is developed in accordance with the Plan, and the Requirements are satisfied, the Condominium Board may make the election to apply Section 528. If, however, the Condominium does not satisfy the 85% Test or any of the Requirements listed above, the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528, under which the tax status of the Condominium Board is uncertain.

We are of the opinion, subject to the qualifications contained herein, that if the Units are used as contemplated, the Condominium is developed in accordance with the Plan and the Condominium's income and expenses are substantially as set forth in the projected budget contained in the Plan, the Condominium Board should be entitled to elect the benefits of Section 528 during the anticipated first year of condominium operation. The foregoing opinion assumes that the Condominium satisfies the 85% Test and that the Condominium Board will properly elect to be classified as a homeowner's association pursuant to Section 528.

It should be noted, however, that even if the Condominium Board elects to be classified as a homeowner's association pursuant to Section 528, it will still be required to pay a tax with respect to any taxable income that it may receive. For this purpose, "taxable income" is defined under Section 528(d)(1) as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined under Section 528(d)(3) as any amount received as membership dues, fees or assessments from owners of condominium housing units.

C. Caveats and Limitations

Tax Opinion

We express no opinion with respect to (i) any federal, New York State or New York City tax consequences except as specifically set forth herein, (ii) any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (iii) any tax status or consequences of the Plan under the laws of any other state or locality in the United States or of any foreign jurisdiction. Any opinion as to tax matters is based on existing authorities, including the Code, Treasury Regulations issued pursuant to the Code, New York State tax laws, New York City tax laws, relevant court decisions and administrative pronouncements and rulings in effect as of the date hereof, any of which may change at any time and possibly with retroactive effect. The conclusions expressed herein may be affected by events that occur after the date hereof. **Our opinions constitute our judgment of the likely outcome in the event the relevant substantive issues are litigated and in no way constitute a guarantee of the likely outcome of any such litigation. Our opinions are not binding on the Internal Revenue Service or any other tax authority, and any such authority may challenge any position taken based on our opinion, which challenge may be successful.**

Other than as explicitly discussed in this opinion, we express no opinion with respect to any tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of its foreign status.

We express no opinion with respect to any tax consequences that may arise if Units are acquired or leased by the Condominium Board. Purchasers must also be aware that under certain circumstances a Unit Owner, by virtue of its ownership of a Unit, may be deemed to become a resident of New York City and that no opinion is expressed herein as to the circumstances under which this may occur, or with respect to the income, estate or other tax consequences that may arise therefrom. Each person contemplating the purchase of a Unit is strongly advised to consult its own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

Other Opinions

The law covered by this opinion is limited to the federal law of the United States and the laws of the State and City of New York. We express no opinion with respect to the law of any other jurisdiction and no opinion with respect to the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. The opinions contained herein are based upon our review of applicable statutory law and judicial precedent existing as of the date hereof. We assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any

changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof.

NO WARRANTIES ARE MADE THAT THE INTERNAL REVENUE SERVICE, THE DEPARTMENT OF TAXATION AND FINANCE OF THE STATE OF NEW YORK, OR THE DEPARTMENT OF FINANCE OF THE CITY OF NEW YORK WILL ALLOW INCOME TAX DEDUCTIONS. FURTHER, NO WARRANTIES OR REPRESENTATIONS ARE MADE THAT THE TAX LAWS UPON WHICH THE COUNSEL TO THE SPONSOR BASE ITS OPINION (SET FORTH ABOVE) WILL NOT CHANGE AND IN NO SUCH EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE BOARD, COUNSEL TO THE BOARD, THE SELLING AGENT OR ANY OTHER PERSON CONNECTED WITH THIS PLAN OR THE OFFERING OF UNITS BE LIABLE IF FOR ANY REASON IT SHALL BE DETERMINED THAT UNIT OWNERS DO NOT MEET, OR AT ANY FUTURE TIME CEASE TO MEET, THE REQUIREMENTS OF THE CODE, THE STATE TAX LAW, THE ADMINISTRATIVE CODE OR ANY AMENDMENT OF ANY THEREOF. MOREOVER, NONE OF THE AFORESAID MAKES ANY WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF ANY UNITS OFFERED UNDER THE PLAN EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND NO ONE ELSE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED HEREIN.

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY INTERNAL REVENUE CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY PERSON, FOR THE PURPOSE OF AVOIDING ANY PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE. IN ADDITION, ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS OPINION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING BY OR OF ANOTHER PARTY OF THE TRANSACTION(S) OR MATTER(S) ADDRESSED IN THIS OPINION. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Sonnenschein, Sherman & Deutsch, LLP

Sonnenschein, Sherman & Deutsch, LLP

X. WORKING CAPITAL FUND

Upon the closing of title to each Unit, the Purchaser of such Residential Unit and/or Parking Unit shall pay to the Board an amount equal to two (2) months' Common Charges, which shall be used by the Board to establish and maintain a fund ("Working Capital Fund") for such otherwise-authorized purposes as the Board shall deem appropriate, from time to time, including, without limitation, ordinary maintenance and/or repairs of the Common Elements or reduction of Common Charges; provided however, that, so long as the Sponsor exercises voting control of the Board, the Board will not use working capital funds to reduce the projected Common Charges below the amounts set forth in this Plan, unless a majority of the remaining Unit Owners affirmatively vote to do so. The Sponsor may elect to advance all or a portion of that initial Working Capital Fund or to pay certain operating expenses of the Condominium. In that event, upon their Closing, a Purchaser may be required to reimburse their proportionate share of such amounts to the Sponsor instead of to the Board (but, in no event in an amount greater than the Working Capital contribution otherwise required from such Purchaser).

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

Y. RESERVE FUND

Sponsor is establishing a Reserve Fund for the Condominium under this Plan, which may be used for possible increases in expenses not now foreseen and for expenses not included, and for future capital repairs of the Common Elements. Sponsor does not anticipate that replacement of capital items is likely to be needed within the first five (5) years of condominium operation. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may decide in the future to create a Reserve Fund by a special assessment or by increases to Common Charges.

Although the Building is being newly constructed and the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements, there is no guarantee or assurance that the need for capital repairs, replacements or improvements will not arise in the future, nor is there any guarantee or assurance that the amounts accumulated in the Reserve Fund (or elsewhere) will be adequate to pay for any such capital repairs, replacements or improvements. Accordingly, notwithstanding the accumulation of a Reserve Fund, Unit Owners shall be obligated to pay their share of the cost of repair, replacements, and improvements to the Common Elements as the need for the same arises, subject to the power of the Board of Managers to evaluate whether there are sufficient funds available and how said funds should be allocated. To the extent the Board of Managers determines that the Reserve Fund or any other funds available to it are inadequate to pay for any future capital repairs, the Board of Managers may increase Common Charges, authorize the imposition of an assessment or borrow funds in accordance with the By-Laws. The Board of Managers, in its discretion, and subject to certain restrictions in the By-Laws, may decide in the future to discontinue the Reserve Fund or increase or decrease the amount of same.

As indicated in Section 3.8 of the Condominium By-Laws, the Reserve Fund shall be used by the Board of Managers exclusively for making capital repairs, replacements and improvements as the Board of Managers may deem necessary for the health and safety of the Building's residents. For so long as the Sponsor controls the Board of Managers, the Reserve Fund may not be used to reduce projected Common Charges set forth in the Plan. Sponsor makes no guarantee or representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED JUDGMENT UPON THE ADEQUACY OF THE RESERVE FUND.

Z. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Management Agreement

As of a date not later than date of the Initial Closing, a management agreement (“Management Agreement”) will be entered into between the Board and Arcus Development LLC, with an office at 134 Spring Street, New York, NY (the “Managing Agent”). The Managing Agent is owned and operated by Roger Bittenbender, who is the principal of the Sponsor. The Managing Agent manages 150 Wooster Street Condominium located at 150 Wooster Street, New York, New York 10012 (AG File No. CD160354) and Fox Hollow Homeowners’ Association located at 360 Cedar Hill Road, Clermont, New York 12526 (AG File No. HO22-0009).

The Management Agreement shall be for a term of three years from the Initial Closing Date, automatically renewable from year to year upon the same terms and conditions. Either party may cancel the Agreement, without cause, upon at least 60 days’ prior notice to the other party. Pursuant to the Management Agreement, the Managing Agent will receive an annual fee equal to \$35,000 per year, payable in equal monthly installments of \$2,916.67 each. Additional fees are payable to the Managing Agent for various extra services, as more fully described in the proposed Management Agreement.

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

1. Prepare a proposed annual budget for approval by the Board;
2. Collect and receive from the Unit Owners all amounts payable by such Unit Owners under the terms of the Declaration and the Condominium By-Laws and take such action, including legal proceedings, in the name of the Condominium as may be reasonable to collect such amounts including but not limited to the foreclosure of any lien established by the Declaration;
3. Procure, maintain and keep in force insurance policies as provided for in the Declaration;
4. Upon request of a Unit Owner, provide a Permitted Mortgagee, a prospective Permitted Mortgagee, Purchaser or prospective transferee of a Unit or the Condominium, a written statement of account setting forth any amounts unpaid by a Unit Owner, which shall be binding upon the Managing Agent and the Condominium in favor of any person who relies thereon in good faith;
5. Take such action in its own name, in the name of the Condominium or in the name of the Unit Owners, including instituting legal proceedings, as may be necessary or advisable to enforce any of the terms, conditions and restrictions of the Declaration;

6. Enter into contracts (which shall have been previously approved by the Condominium) with others, including a maintenance company, firm or person, for the replacement and repair of furnishings, equipment and appliances in the Units, for the general repair and maintenance of the Common Elements and for the furnishing of services, as the Managing Agent deems proper and appropriate to accomplish the intent of the Declaration; provided, that the Managing Agent shall not cause any expenditures in excess of \$5,000 to be incurred without the prior approval of the Board;

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

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

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

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

11. Accept applications and references from all prospective unit owners and obtain credit reports relating to prospective unit owners;

12. Set up and keep in good order a separate, accurate and full set of books (other than books of account maintained by the Condominium's accountants) for the Condominium, and maintain orderly files containing proprietary rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Property or the operation thereof, and the same shall be and shall at all times remain the property of the Condominium, and the Managing Agent shall, upon request of the Condominium, make the same available to the Condominium, accountants, attorneys or other representatives, and shall deliver same to the Condominium or its aforesaid agents on demand from the Condominium;

13. Cooperate with the Condominium's accountants in the preparation and filing on behalf of the Condominium, of federal, state and any other income and tax returns required by any governmental authority;

14. When requested, send notices to Board of Managers and Unit Owners, and prepare agendas for, meetings of Unit Owners and meetings of the Board of Managers.

15. Send notices of, prepare agendas for and attend meetings of the Board of Managers and Unit Owners, not to exceed one meeting per month;

16. Accept applications from Unit Owners for permission to alter his or her Residential Unit and retain the appropriate professionals to review plans and specifications submitted in connection therewith;

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

18. Generally, do all things reasonably deemed necessary or desirable for the proper management of the Property.

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

At the request of the Board, the Managing Agent will deliver to it fidelity insurance coverage of \$50,000 insuring the Condominium against losses suffered as a result of the dishonest and fraudulent act committed by the Managing Agent or its employees (subject to such limitations, conditions and exclusions as may be provided in such insurance policy). The cost of such insurance will be borne by the Unit Owners as a Common Expense. Such expense is included in the first year's budget contained in this Plan.

The Management Agreement is not assignable by the Managing Agent.

Contracts

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

AA. IDENTITY OF PARTIES

Sponsor

The Sponsor, Astor Nine LLC, is a limited liability company, organized and doing business under the laws of the State of Delaware and maintains an office at 134 Spring Street, Suite 305, New York, NY 10012. The principal of the Sponsor is Roger Bittenbender, having a business address at the office of the Sponsor. Mr. Bittenbender is a real estate developer who has owned and/or operated real estate for several years, having developed and operated residential and commercial projects throughout the New York City metropolitan area.

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

None of the Sponsor, Sponsor's principal or any affiliates of Sponsor or Sponsor's principal, has been involved in the initial offering of condominiums, cooperatives, planned unit development homes or timeshares, first offered during the past five years, except that Sponsor's principal has been a principal of the sponsor of the Fox Hollow Homeowners' Association located at 360 Cedar Hill Road, Clermont, New York 12526 (AG File No. HO22-0009).

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

Attorneys for Sponsor

The law firm of Rosenberg & Estis, P.C., with an office at 733 Third Avenue, New York, NY, has been retained to represent the Sponsor in connection with this Plan. Brett Stack, Esq., a counsel of that firm, has prepared the Plan, form of Purchase Agreement, Declaration of Condominium, By-Laws and related exhibits and documents referred to in this Plan and may also represent the Sponsor at closing of title to the Units.

Property Tax Consultant

Sonnenschein, Sherman & Deutsch, LLC, with an office at 494 Eighth Avenue, Suite 1600, New York, NY 10001, has been retained by the Sponsor for projection of real property taxes described in this Plan.

Architect

Colberg Architecture PC, with an office at 31 Smith Street, Brooklyn, NY, has prepared the Description of Premises and Building Condition included in Part II of this Plan as part of Document “B.” That firm has extensive experience in connection with the design and construction of numerous residential and commercial developments, including for properties located at 76 Schermerhorn St, Brooklyn, NY 11201 and 55 Willoughby St, Brooklyn, NY 11201.

There is no relationship between the Sponsor and the Architect except in connection with preparation of such property report pursuant to this Plan.

Managing Agent

Arcus Development LLC, with an office at 134 Spring Street, New York, NY, will act as managing agent for the Condominium. It has managed multifamily properties in and around the New York City metropolitan area for over 5 years, including the following properties: Wythe Lane Homeowners Association located at 1-6 Wythe Lane aka 51-59 South 4th Street, Brooklyn, New York 11249 (AG File No. HO14-0024); 150 Wooster Street Condominium located at 150 Wooster Street, New York, New York 10012 (AG File No. CD160354); Fox Hollow Homeowners’ Association located at 360 Cedar Hill Road, Clermont, New York 12526 (AG File No. HO22-0009).

Neither the Managing Agent nor any of its principals (a) has been convicted of any felony or (b) has any prior convictions, injunctions or judgments that may be material to this Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Plan to the DOL.

The Sponsor advises potential purchasers that the condominium’s property management company, Arcus Development LLC, with an office at 134 Spring Street, New York, NY (the “Managing Agent”), is owned and/or controlled, directly or indirectly, by a principal of the Sponsor.

Selling Agent

Sponsor’s Selling Agent is Compass RE NY, LLC (“Selling Agent”), a licensed real estate brokerage firm with offices located at 110 Fifth Ave., 4th Floor, New York, NY 10011. Selling Agent is a licensed real estate broker in the State of New York and is the Selling Agent retained by Sponsor in connection with the offering of the Units.

Selling Agent has extensive experience in the sales of newly constructed properties, converted properties, and repositioned properties and, presently, is responsible for actively marketing the sales of residential developments throughout New York City.

Compass and its principals have no prior felony convictions. During the past fifteen

(15) years, there were no prior convictions, injunctions or judgments against Compass or any of its principals that may be material to this Plan or to an offering of securities generally. Compass has no financial relationship, past or present, to the Sponsor.

The Selling Agent, and/or the principals or officers thereof, have no financial interest in the property or the Sponsor, except that they are to be paid a fee for their services.

The Selling Agent is not affiliated with Sponsor or Sponsor's principals.

The Sponsor's attorneys, Architect, Selling Agent, and Real Estate Tax Consultant are not affiliated with Sponsor.

BB. REPORTS TO UNIT OWNERS

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

1. An annual financial statement for the Condominium, prepared by an independent certified public accountant or public accountant to be mailed or hand-delivered by April 1st annually;
2. Notice of the holding of annual Unit Owners' meetings to be served personally by mail not less than ten (10) days or more than fifty (50) days prior to the scheduled meeting date; and
3. A budget for each calendar year on or about November 1st preceding each budget year.

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

CC. DOCUMENTS ON FILE

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

DD. GENERAL

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

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

The Premises have not been the subject of any prior public offerings by the Sponsor. As of the Offering Date, no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units offered in the Plan and no deposits or advances of funds have been taken by or on behalf of the Sponsor in connection with the reservation, sale or transfer of any such Units.

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

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

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

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

EE. SPONSOR'S STATEMENT OF BUILDING CONDITION

The Sponsor adopts the description of the Premises prepared by the Architect, in Part II of this Plan, as Document "B" (as the same may be hereafter amended from time to time, the "Property Report") and does not know of any material defect or need for major repairs except as may be set forth in the Property Report. The Sponsor is not an architect or engineer, but believes and hereby represents that, to its best knowledge, the Property Report and the additional information, if any, provided in this Plan by the Sponsor, represents accurately the present condition of the Premises. The Sponsor knows of no facts or information inconsistent with the Property Report.

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

The entrance marquee projects approximately nine (9) feet over the sidewalk and a cornice which projects approximately ten (10) inches into the public right of way, each of which is subject to future modification or removal pursuant to applicable NYC Department of Transportation requirements.

Copies of any building code violations of record, if any, as of the date of this Plan are annexed to the end of the Property Report. The Sponsor shall cure or correct all violations which are required to be cured or corrected in order to obtain a temporary or final certificate of occupancy for the Premises. Except for such covenant, the Sponsor shall have no obligation to cure, correct or otherwise eliminate any building code or other violations, whether or not of record.

Dated: New York, NY
September 18, 2025

ASTOR NINE LLC, Sponsor

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT A

FORM OF PURCHASE AGREEMENT

PURCHASE AGREEMENT

**- The 220 East 9th Street Condominium -
220-228 East 9th Street, New York, NY 10003**

Purchaser(s):

Purchaser's Attorney:

Address:

Address, Telephone Number and Email:

Soc. Sec. #:

()

Soc. Sec. #:

Date:

Unit Number:

Common Interest:

Broker, if any:

Purchase Price:				
				\$
Payable as follows:				
a)	Deposit herewith — 10% of the Purchase Price	\$		
b)	Additional Deposit (10%)			
c)	Balance Due at Closing			\$
Extra Work Cost, if applicable				\$

1. Offering Plan. Astor Nine LLC, a New York limited liability company (the "Seller"), having an office at 134 Spring Street, Suite 305, New York, NY 10012, is the sponsor of a certain offering plan, dated as of _____, 20____, as the same may have been amended to date (the "Offering Plan"), pursuant to which it has offered to sell condominium interests in and to that certain real property with improvements thereon situated or to be situated, located at 220-228 East 9th Street, New York, NY 10003, more fully described on Schedule "A" to this Agreement (the "Premises"). All of the terms, provisions and exhibits contained in the Offering Plan are incorporated by reference in this Agreement. Capitalized terms used and not otherwise defined in this Agreement shall have the same meaning as in the Offering Plan. Any conflict between the provisions of this Agreement and the terms of the Offering Plan shall be resolved in favor of the terms of the Offering Plan. The Purchaser hereby acknowledges receipt of a copy of the Offering Plan and all amendments thereto filed to date at least three (3) days prior to the date of execution and delivery of this Agreement by the Purchaser. Unless Purchaser has been afforded such 3-day period in which to review the Offering Plan, Purchaser may cancel this Agreement and receive a full refund of the Deposit (without offset or interest) so long as Purchaser notifies the Seller or Selling Agent in writing by certified mail, return receipt requested, mailed within seven (7) days after the date. Purchaser has executed this Agreement and upon return of the Offering Plan to Seller in good condition.

2. Sale of Unit. In consideration for payment of the Purchase Price and other amounts due from Purchaser pursuant to the Offering Plan, the Seller hereby agrees to sell and convey and the Purchaser hereby agrees to purchase and acquire the Unit, together with the appurtenant Common Interest, all as described on the first page of this Agreement and otherwise in accordance with the terms of this Agreement.

3. Purchase Price. Payment of the Purchase Price shall be made in accordance with the following:

(a) The Deposit shall be paid by Purchaser to the direct order of "Rosenberg & Estis, P.C., as attorney", together with delivery of this Agreement, by check, subject to collection, receipt of which is hereby acknowledged by the Seller.

(b) An additional 10% deposit against the balance of the Purchase Price shall be due from Purchaser to Sponsor within 30 days after Purchaser shall have been served with a copy of the amendment to this Plan confirming that the Plan has been declared effective in accordance with its terms. Such payment obligation is referred to in this Plan as an "Additional Deposit". The Additional Deposit is also payable to the order of "Rosenberg & Estis, as attorneys" and shall be deposited into escrow and held in accordance with the same terms and conditions as the Initial Deposit, as described below. The Initial Deposit and Additional Deposit are collectively referred to in this Plan as the "Deposit".

(c) The balance of the Purchase Price is due and payable at Closing in cash or by good unendorsed certified or bank check, drawn on or by a bank which is a member of the New York Clearinghouse Association, payable to the direct order of the Seller.

4. Closing Costs. The Purchaser shall pay such closing costs as are set forth in the Offering Plan.

5. Closing Adjustments. The following items, as they may affect the Unit, shall be apportioned and adjusted as between Seller and Purchaser as of midnight prior to the Closing Date based upon the fiscal period for which they are assessed: (a) real estate taxes (if closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be made upon the basis of the old tax rate for the preceding period applied to the most recent assessed valuation), (b) utility deposits, if any; (c) special assessments and (d) common charges. Any errors or omissions in computing apportionments at closing shall be corrected upon determination. In addition, Purchaser shall reimburse Seller at Closing, as Closing Adjustments: (x) Purchaser's proportionate share of such escrow as Seller shall have established for the payment of real estate taxes coming due following Closing until tax lots are separately assessed and billed by the applicable taxing authority and (y) the amount of credit, if any, available to Purchaser pursuant to Section 339-ee(2) of the Real Property Law. The amount of net closing adjustments, if in favor of the Purchaser may, at the option of Seller, be credited against the Balance of Purchase Price due at Closing or else paid to Purchaser at Closing; if in favor of Seller, such amount shall be paid by cash or ordinary check of the Purchaser, unless such amount exceeds \$1,000.00, in which event, such amount shall be paid in cash or else by unendorsed certified or bank check drawn on or by a bank which is a member of the New York Clearinghouse Association. This provision shall survive the closing.

6. Working Capital Contribution. The Purchaser agrees to pay to the Condominium on the Closing Date an amount equal to two (2) months' Common Charges to be paid to the Board for deposit into the Working Capital Fund of the Condominium. In the event that Seller certifies that it has advanced all or a portion of such amount, the Purchaser shall pay the amount to the Seller as an item of adjustment instead of to the Condominium.

7. Closing.

(a) The Deed shall be delivered, and the balance of the Purchase Price shall be due and payable on the date fixed by the Seller as described in the Offering Plan (the "Closing Date"), at the closing office of Rosenberg & Estis, P.C., 733 Third Avenue, New York, NY. PURCHASER ACKNOWLEDGES THAT AS TO ALL OBLIGATIONS ON ITS PART TO BE PERFORMED UNDER THIS AGREEMENT, TIME IS OF THE ESSENCE. That means that unless payments are made or other obligations performed within the time periods specified in this Agreement, a Purchaser may forfeit monies paid to Seller under this Agreement (not to exceed an amount equal to the sum of (a) 20% of the Purchase Price, (b) interest earned thereon, if any and (c) the Extra Work Deposit, if any). In the event that Purchaser requests an adjournment of the Closing Date, the Seller may, but shall not be required to consent to such request. In the event that the Seller consents to a Purchaser's request to adjourn the Closing Date, or else the Purchaser otherwise fails, neglects or refuses to close on the Closing Date, and the Seller does not elect to cancel this Agreement, the Purchaser shall pay to Seller: (i) interest to the Seller on the total Purchase Price at the rate of sixteen percent (16%) per annum, computed from the original Closing Date until the date on which title actually closes, (ii) closing adjustments as of the originally scheduled Closing Date, (iii) a \$500 administrative fee to Seller, and (iv) any additional costs incurred by the Seller as a result of the adjournment. In any event, the Seller shall not be obligated to consent to any Purchaser's request for an adjournment of the Closing Date, in which event the Purchaser's failure to close shall constitute a default under this Agreement. In the event that

Purchaser (or Purchaser's lender) requires that Closing be held at a different location, Purchaser shall pay to Seller's attorney such amount as required by such attorney under the circumstances.

(b) Upon payment in full of the Purchase Price including the closing costs and adjustments specified above, the Seller shall execute and deliver a Deed to the Purchaser.

8. Acceptance of Condition of Unit.

(a) Purchaser represents to Seller that he or she has examined the Unit and/or the plans and specifications for the Unit, and agrees that his or her execution of this Purchase Agreement shall constitute acceptance of the Unit, the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, "as is", 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

(b) Seller is not obligated to modify the Unit or perform any special work. Modifications or special work, if any, must be agreed to by the Seller in writing and, if agreed to, shall be performed by Seller at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or in a separate agreement).

(c) Purchaser will be offered an opportunity to examine the Unit with a representative of the Seller during normal business hours prior to the Closing Date, upon at least five days' notice. Following such inspection, Purchaser will sign and deliver to Seller on or before the Closing Date an Inspection Statement in the form of an Exhibit to this Agreement acknowledging the condition of the Unit. Nothing contained in the Inspection Statement shall be deemed or construed to extend the obligations of Seller under this Agreement or the Offering Plan. Failure, neglect or refusal by Purchaser to make such inspection or else to sign such Inspection Statement shall constitute a waiver by Purchaser to assert any claim which Purchaser could reasonably have asserted had such inspection been made and the Inspection Statement delivered.

9. Risk of Loss.

(a) Risk of loss for fire or other casualty remains with Seller until the earlier of the following events: (i) Legal title to the Unit has been conveyed to the Purchaser; or (ii) The Purchaser has taken actual possession of the Unit pursuant to a written agreement with Seller. It is expressly understood and agreed that, without such written agreement, 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 Agreement. Should the Purchaser violate this provision, the Purchaser shall be deemed in default 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 the same is delivered to the Property before, on or after the closing of title herein.

(b) In the event the Premises are substantially damaged by fire or other casualty prior to the Closing Date, the Seller may elect to repair the damage and restore the Unit to substantially the same condition as it existed prior to the casualty loss or not to do so; provided that it shall notify the affected Purchaser of such election within 30 days following the casualty loss. If the Sponsor does not elect to repair the damage, the Purchaser may elect within 10 days to cancel the Purchase Agreement whereupon the Deposit shall be returned to Purchaser and the Purchase Agreement shall be of no further force or effect. If the Sponsor elects to repair or replace the loss

or damage, the Purchase Agreement shall continue in full force and effect, in which event, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against or abatement of the Purchase Price. The Sponsor shall be entitled to a reasonable period of time in which to complete such repairs or replacement. If the Seller does not elect or (in the event the Declaration shall have been previously filed, neither the Board of Managers nor the Unit Owners elect) to repair the damage and restore the Unit, this Agreement will be canceled and be of no further force or effect. Seller will thereafter refund the Downpayment to the Purchaser, unless Purchaser is then in default under this Agreement. If the Seller elects to repair or replace the, loss or damage and so restore the Unit, this Agreement shall continue in full force and effect and the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price. The Seller shall be entitled a reasonable period of time in which to complete such repairs, replacement and restoration. A Purchaser shall not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligations of the Purchaser to cure or that are caused by the act or omission of the Purchaser. The Seller will endeavor in good faith, and with reasonable diligence, to remove subsequent to Closing all violations of record which it is obligated to correct.

10. Trust Funds. The Seller will be liable for all monies received from Purchaser up to and including the Closing Date under the Offering Plan by it directly or through its agents, employees or escrow agent, until actually employed in connection with the consummation of the transaction. The Seller will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Offering Plan or in this Purchase Agreement. Purchaser shall not be obligated to pay any legal or other expense of the Seller in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds. The account will be maintained in accordance with the applicable provisions of the Offering Plan.

11. Rights and Obligations from the Closing Date. By and upon the execution, delivery and acceptance of the deed for the Unit: (a) the Purchaser shall become and be subject to and bound by the terms and conditions set forth in the Declaration, By-Laws and Rules and Regulations of the Condominium; and (b) all obligations of the Seller to the Purchaser hereunder or under the Offering Plan shall be deemed fully and completely performed which means that no obligations of the Seller shall so survive the Closing Date except as expressly stated or required to survive under this Agreement, the Offering Plan or the General Business Law.

Purchaser acknowledges that the House Rules prohibit smoking anywhere in the Building, including, within the Unit.

12. Default. In the event Purchaser fails to pay the balance of the Purchase Price or otherwise fails to perform any obligation hereunder required to be performed by him or her, and such default is not fully cured within thirty (30) days following notice of default from Seller or its agent, the

Seller may cancel this Agreement and retain as liquidated damages all monies paid by Purchaser hereunder, not to exceed an amount equal to the sum of (a) 20% of the Purchase Price, (b) interest earned thereon, if any and (c) the Extra Work Deposit, if any. Thereupon, this Agreement shall be of no further force and effect, and neither party shall have any further liability one to the other. In the event of a default by Purchaser, in the event that Seller does not elect to retain the Deposit as liquidated damages, then Seller shall be entitled to recover from Purchaser the reasonable attorneys' fees and expenses incurred or paid by Seller on account of such default in the event that Seller prevails in any claim asserted against Purchaser on account of such default.

13. Subordination. The Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage on the Premises heretofore or hereafter made and any advances heretofore or hereafter made thereon, any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the loan schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments. The Seller shall satisfy all mortgages or obtain a release of the Unit from the lien of such mortgages at or prior to the Closing Date, except for the individual mortgage of Purchaser thereon, whether the same be by extension, assumption, consolidation or otherwise.

14. Permitted Uses. The Purchaser acknowledges that the Unit may be used solely for residential purposes subject to the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium, as described in the Offering Plan. Purchaser expressly represents that it intends to use the Unit for such permitted purposes and no other. Purchaser shall not permit any other person to use the Unit except for such permitted purposes. The foregoing representations shall survive the Closing.

15. Further Documents. The Purchaser shall complete, execute and deliver to Seller at Closing or prior thereto on demand of Seller, the following documents: (a) the Power-of-Attorney in favor of the Board of Managers (and Seller) as described in the Offering Plan; (b) New York State Combined Real Property Transfer Tax Affidavit, Etc. (Form TP-584); (c) New York City Real Property Transfer Tax Return; (d) State Board of Equalization Form 5217; (e) authorization to disburse the Deposit being held in escrow in accordance with the direction of Seller; and (f) such other documents as are provided for in the Offering Plan or if Seller may reasonably require such additional documents in order to cause the Condominium to be lawfully formed and organized and the Unit to be conveyed in accordance with law. The Purchaser shall pay at Closing such amounts as are provided in the Offering Plan, including Transfer Taxes, recording and filing fees and Seller's closing fee and such other costs and expenses, all in accordance with terms of the Offering Plan.

16. Broker. The Purchaser represents that it has dealt with no broker or sales agent in connection with this transaction, except for the Selling Agent (unless a Broker is specified on the first page of this Agreement) and agrees to hold harmless, indemnify and defend Seller from and against any claims for sales or brokerage commissions arising out of the acts or omissions of Purchaser in violation of such representation. The foregoing covenant shall survive the Closing or

earlier termination of this Agreement. Seller shall pay the commissions due to the Selling Agent and Broker, if any, pursuant to separate agreement(s).

17. **Non-assignability.** Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Purchaser without the prior written consent of Seller, which consent may be given or withheld by the Seller in its sole discretion and upon such terms or conditions as the Seller may require. Prior to Closing, Purchaser is prohibited from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease.

18. **State of Title.**

(a) The Seller shall give and the Purchaser shall accept title to the Unit in accordance with and subject to the terms of the Offering Plan and this Agreement.

(b) The Premises are sold and shall be conveyed subject to the further conditions and facts described in the Offering Plan.

(c) In the event that Seller is unable to deliver title to Purchaser in accordance with the terms of this Agreement, the sole remedy of the Purchaser will be either (i) to accept such title as the Seller is able to convey (without any credit against or abatement in the Purchase Price or any claim or right of action against the Seller), or (ii) to rescind this Agreement and receive a refund of the Downpayment, with interest earned thereon, if any. The Seller is under no obligation to take steps to institute any action or proceeding or expend any sums of money to make title good and marketable or to eliminate any defect, encumbrance or objection to title, except as otherwise described in the Offering Plan. Seller may adjourn the Closing Date in order to cure any defects in title or otherwise perform its obligations under this Agreement.

(d) If at the Closing Date there are any other liens or encumbrances which the Seller is obligated hereunder to pay or discharge, the Seller may use any portion of the balance of the Purchase Price to satisfy the same, provided the Seller shall simultaneously either deliver to the Purchaser at the Closing Date instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording of filing said instruments or, Seller will, at its option, deposit with the title company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the Premises. If request is made within a reasonable time prior to the Closing Date, Purchaser agrees to provide at the Closing separate certified checks as requested, aggregating the amount of the liens or encumbrances or for any other lawful purpose. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the Seller shall comply with the foregoing requirements.

19. **Complete Agreement.** This Agreement and the Offering Plan contain the full and complete understanding of the parties with respect to the purchase and sale of the Unit. No representations, warranties or promises shall be binding upon the Seller, except as contained in this Agreement and the Offering Plan. This Agreement may not be modified, canceled or

supplemented and no provision of this Agreement shall be waived, except in writing signed by both parties.

20. Parties. If the Purchaser is more than one person, they shall jointly and severally be responsible under this Agreement.

21. 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. Purchaser, on behalf of Purchaser and all permanent residents of the Unit(s), including minor children, hereby agrees that any and all disputes with Seller, Seller's parent company or its subsidiaries or affiliates arising out of the Unit(s), this Purchase Agreement, any other agreements, communications or dealings involving Purchaser, or the construction or condition of the Unit(s) including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in New York County in accordance with the rules and procedures of Arbitration of the American Arbitration Association or its successor or an equivalent organization mutually agreed upon by the parties. The arbitrator will be neutral and independent of both the Sponsor and its principals. In addition, Purchaser agrees that Purchaser may not initiate any arbitration proceeding for any Claim(s) unless and until Purchaser has first given Seller specific written notice of each claim (at c/o Astor Nine LLC, 134 Spring Street, Suite 305, New York, New York 10012, Attn: Sponsor of 220 East 9th Street Condominium and Warranty Dispute Resolution) and given Seller a reasonable opportunity after such notice to cure any default, including the repair of the Unit(s), in accordance with the Offering Plan. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq. and shall survive settlement.

Arbitration is a less formal method of resolving disputes than litigation in a court, and arbitration has certain limitations, as compared to litigation in court. Such limitations include, but are not limited to, (i) giving up the right to bring a legal action against one another in court, except as may be provided by the rules of the arbitration forum in which a claim is filed; (ii) limiting the ability of the parties to obtain documents and perform discovery; (iii) arbitrators may not have to explain the reasons for their award; (iv) a notice of pendency may not be filed against a property based on ongoing arbitration proceedings.

As with litigation, certain time limits are imposed for bringing a claim in litigation.

Arbitration awards are generally binding and, therefore, a party's ability to have a court reverse an arbitration award is limited (see New York Civil Practice Law and Rules §7511). PURCHASER SHALL BE OBLIGATED TO REIMBURSE SPONSOR FOR ANY LEGAL FEES AND DISBURSEMENTS INCURRED BY SPONSOR IN DEFENDING SPONSOR'S RIGHTS AND ENFORCING PURCHASER'S OBLIGATIONS UNDER THIS PURCHASE AGREEMENT.

For further information about arbitration, please visit www.adr.org.

The provisions of this paragraph 21 shall survive the closing of title or the cancellation of this Purchase Agreement.

17. Acceptance by Seller. This Agreement shall not be binding upon the Seller unless and until accepted by it in writing. Within thirty (30) days after delivery of this Purchase Agreement to the Seller or the Selling Agent, executed by Purchaser, Seller will either: (a) accept this Agreement and cause a fully-executed counterpart thereof to be returned to Purchaser; or (b) reject this Agreement and refund the Downpayment tendered by Purchaser, together with interest earned thereon, if any. Unless the Seller shall have accepted this Agreement within such 30-day period, it shall be deemed to have rejected the same.

18. Notices. All notices, demands and communications (collectively "notices") required or otherwise to be served under this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested or by nationally-recognized overnight courier to Purchaser or Seller, as the case may be, at their respective addresses stated above or sent by email; provided however, that notices to Purchaser may be given instead by Seller or Seller's attorney to Purchaser's attorney identified in this Agreement and may be given by hand delivery, telefax, email or overnight courier. The date personal delivery is effected or of mailing or emailing, as the case may be, shall be deemed the date of giving such notices.

19. Authorization of Purchaser. In the event that Purchaser is not an individual, Purchaser hereby represents that it is duly authorized to enter into this Agreement and to perform all of the obligations hereunder on its part required to be performed without further consent or resolution. Such Purchaser may be required to execute and deliver at Closing such additional closing documents as Seller may require, including, without limitation, evidence of due authorization.

20. Authorization to Consent. Seller and Purchaser each authorizes their respective attorney to consent to any re-scheduling of or other matters relating to the Closing Date.

21. Alternative Methods of Execution. This Agreement may be executed (a) in counterparts, each of which shall be an original and all of which together shall constitute a single Agreement and/or (b) by telefax or electronic signatures (i.e., emailed ".pdf" version), which shall have the same effect as original signatures.

22. Escrow Provisions.

(a) The law firm of Rosenberg & Estis, P.C., with an address at 733 Third Avenue, New York, NY 10017, telephone number (212) 551-1298, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Richard Sussman, Esq., Eric Orenstein, Esq. or Michael Lefkowitz, Esq. The 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 Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

(c) The Escrow Agent has established the escrow account at Citibank, N.A, located at 388 Greenwich Street, 30th Floor, New York, New York, 10013 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Rosenberg & Estis — The

220 East 9th Street Condominium Escrow Account" ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per depositor. Any deposit in excess of \$250,000 per depositor will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

(d) All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments and shall be made payable to the direct order of "Rosenberg & Estis, as Escrow Agent" or "Rosenberg & Estis, as attorneys".

(e) The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently approximately 0.1% per annum. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at or promptly following Closing. No fees of any kind may be deducted from the Escrow Account, and the Seller shall bear all costs associated with the maintenance of the Escrow Account.

Within five (5) business days after this Purchase Agreement has been tendered to Escrow Agent along with the Deposit and a completed and signed Form W-9 or the equivalent, and the Seller shall have accepted this Purchase Agreement, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of a written agreement between Purchaser and Seller.

(g) The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel this Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

(h) 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 commingled with any other money or pledged or hypothecated by Seller, as per GBL § 352-h.

(i) Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as that term is defined in the Regulations promulgated by the New York State Department of Law. Consummation of the Plan does not relieve the Seller of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

- (j) The Escrow Agent shall release the Deposit if so directed:
 - (i) Upon Closing, pursuant to the terms and conditions set forth in Section "7" of this Purchase Agreement; or
 - (ii) in a subsequent writing signed by both Seller and Purchaser; or
 - (iii) by a final, non-appealable order or judgment of a court.

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

The Seller shall not object to the release of the Deposit to:

- (x) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
- (y) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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

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

(1) Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

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

(n) Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow

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

(o) Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to Closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

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

(q) Seller shall obtain or cause the Selling Agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

(r) Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

(s) Seller 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 remainder of this page has been intentionally left blank.)

The parties have entered into this Agreement as of the date on the first page hereof.

ACCEPTED:
Astor Nine LLC

By: _____
/Date

SOLELY AS TO THE PROVISIONS OF SECTION 27 OF THIS AGREEMENT:
ROSENBERG & ESTIS, P.C.

By: _____
_____, Member /Date

RIDER TO PURCHASE AGREEMENT
- The 220 East 9th Street Condominium -

Seller: **Astor Nine LLC**
Purchaser(s): _____
Unit: _____

Any conflict between the provisions of the Purchase Agreement, **the Offering Plan and the** provisions of this Rider shall be resolved in favor of the provisions of this Rider.

R1. Seller hereby agrees to assign to Purchaser at Closing and Purchaser hereby agrees to assume the right to use a Storage Space to be designated by Seller at Closing and otherwise upon the terms and conditions set forth in the Offering Plan; provided however, that, in consideration therefor, Purchaser shall pay to Seller at Closing, the amount of _____ Thousand (\$000.00) Dollars, in the same manner as the balance due of the Purchase Price.

{The remainder of this page has been intentionally left blank}

_____, Purchaser

_____, Purchaser
Astor Nine LLC

By:

SCHEDULE A

Legal Description of Unit

The 220 East 9th Street Condominium
220-228 East 9th Street, New York, NY 10003

The Condominium Unit ("Unit") known as Unit No. _____ in the building designated by the street address of 220-228 East 9th Street, New York, NY ("Building") in The 220 East 9th Street Condominium ("Condominium"), Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit Number in a certain Declaration of Condominium, dated as of _____, 202, made by Grantor, pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act"), establishing a plan for condominium ownership of the Building and the land upon which the Building is situate ("Land"), which Land is more particularly described below, which declaration was recorded in the Office of the Register of The City of New York, County of New York ("Register's Office") on _____, 202, under CRFN _____ ("Declaration"). The Unit is also designated as Tax Lot _____ in Block _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____ and filed as Condominium No. _____ in the Register's Office on _____, under CRFN _____.

TOGETHER with an undivided _____ %) percent interest in the Common Elements (as such term is defined in the Declaration).

The Land is described as set forth in the attached Schedule A-1.

SCHEDULE A-1

[INSERT]

EXHIBIT TO PURCHASE AGREEMENT

[Form of] PRE-CLOSING INSPECTION STATEMENT
FOR THE 220 EAST 9TH STREET CONDOMINIUM

To: Astor Nine LLC

Pre-Closing Inspection of Unit _____ at The 220 East 9th Street Condominium
220-228 East 9th Street, New York, NY (the "Unit")

Purchaser(s): _____

Sales Representative: _____

Date of Inspection: _____, 202

Gentlemen:

Reference is hereby made to our Purchase Agreement for the Unit (the "Contract"), entered into pursuant to that certain Condominium Offering Plan for The 220 East 9th Street Condominium, effective as of _____, 20 , as the same may be amended (the "Offering Plan"), the terms of which Offering Plan are incorporated by reference into the Contract. This will confirm that the undersigned, being the Purchaser, one of the Purchasers or an authorized representative of the Purchaser(s) of the Unit (with the intention that all Purchasers shall be bound by this Statement), has inspected the Unit on this date and found the Unit to be in good condition, with all renovations therein completed in accordance with your obligations under the Contract, except for the matters (if any) set forth on the attached Schedule (collectively, "Punchlist Items").

I acknowledge that (a) you may not agree that any or all of the Punchlist Items are your responsibility pursuant to the Contract to address and (b) to the extent that you are responsible pursuant to the Contract to address any of the Punchlist Items, you are entitled to do so within a reasonable period of time after Closing and in such manner as you may determine, but in any event, in accordance with your obligations under the terms of the Contract. Nothing contained in this Statement, or your undertaking to correct any matter which is or may not be your obligation by the terms of the Contract, shall be deemed or construed to increase your obligations, which are limited in all respects by the applicable provisions of the Contract.

If there are any Punchlist Items which you are obligated or otherwise agree to address, I agree to (x) provide you and/or your designee with full and free access to the Unit to address the same and (y) sign off on Punchlist Items from time to time as they are corrected.

PURCHASER

Punchlist Items -- Unit _____ at
The 220 East 9th Street Condominium, 220-228 East 9th Street, New York, NY 10003

<i>Location</i>	<i>Item</i>	<i>Issue</i>	<i>Item Corrected/Date</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT B

ARCHITECT'S DESCRIPTION OF PROPERTY AND BUILDING CONDITION,

INCLUDING UNIT FLOOR PLANS

Requirements for Part 20 Description of Property and Building Condition
220 East 9th Street, NY, NY

The specifications which follow are intended to outline generally the nature of work, materials and equipment and to indicate the contemplated character of the building.

A. Location and Use of Property

1. *Address:* 220 East 9th Street, New York, NY 10003
2. Block 464, Lot 20
3. *Zoning:* R8B
4. *Permissible use:* Zoning Use Groups 1, 2, 3, 4. The building will comply with all zoning and use requirements at closing.
5. *Landmark status:* The Building is not in a landmarked district and is not subject to the New York City Landmarks Preservation Commission review.
6. *ADA Compliance:* All units in the building comply with NYC Building Code Chapter 11 as TYPE B+ NYC units. The building complies with applicable New York City and federal accessibility regulations.

B. Status of Construction

1. Renovation for development – The original building was constructed in the 1920's and all elements except portions of the cellar walls and 1st fl slab were demolished in 2025. Start of Construction: The new foundation and structure began construction in 2025. Expected Completion: November, 2026

2. *Class of construction:* 1B – 2022 NYC Construction Codes

Fire ratings: Structural Frame – 3 hours
 Bearing Walls – 2 hours
 Non-structural Demising Walls between units – 2 hours
 Egress Stair Enclosures- 2 hours
 Floor Construction – 2 hours
 Roof Construction – 1 hour
Fire Ratings for Exterior Walls (Per NYCBC Table 602)
 Street Wall – 1 hour
 Side Lot Line Walls – 1 hour
 Rear Wall – 1 hour

3. *Certificate of Occupancy:* After completion of construction, the Developer will apply for (1) Certificate of Occupancy (preceded, if appropriate, by temporary Certificates of Occupancy) for the Building from the Department of Buildings of the City of New York (Department of Buildings). A temporary Certificate of Occupancy will be obtained prior to the closing of the first residential unit.

4. *Alteration Permits:* Numbers and description of work done:

#M01042621-I1-GC: General Construction Permit
#M01042621-S3-GC-CX: Partial Demolition Permit
#M01042621-Z1-PMM: Engineered Enclosure PMM
#M01183481-S2-FN: Fence
#M01042621-S6-EW-SP: Fire Protection Systems - Sprinkler
#M01042621-S4-PL: Plumbing
#M01183481-I1-SH: Sidewalk Shed
#M01183417-IL-EL: Sidewalk Shed Wiring - Lighting
#M01042621-S8 PPM: Temp Construction Equipment
#M01144596-II-EL: Temp Electric
#M01042621-S9-SF: Temp Scaffold
#M01183481-S3-PMM: Temporary Roof-Overhead Protection - Adj. Properties
#M01042621-S5-MS: Mechanical
#M01192707-I1-PMM: Debris Chute

5. *The building is an Alt-CO - New Building with Elements to Remain:* The components of the original building that will remain are the cellar structure and foundations, the majority of the first floor slab, and a perimeter wall up to four feet along the sides and the rear of the property. The new elements will include a new structural system, exterior walls and roof, stairs, elevator, floors, interior partitions, doors, ceilings, finishes and fixtures, mechanical systems, electrical systems, fire protection systems, and plumbing risers and distribution systems.

C. Site

1. *Size*: Based on Surveys prepared by Perfect Point Land Surveying, dated December 3rd, 2023, the approximate Lot Area of 7,875 square feet and measures approximately 75 feet in depth and 105 feet width. The new building is planned to be approximately 45,030 gross square feet including cellar.
2. *Number of buildings and use*: There will be one building and foundation for the building. The building will consist of one cellar level plus six floors above grade containing eighteen (18) Residential Units and 10 parking spaces.
3. *Streets owned or maintained by the project*: None
4. *Drives, sidewalks and ramps*: A new, poured concrete sidewalk will be installed up to the front edge of the building. Existing concrete sidewalks will be replaced. The sidewalks will be new, free of tripping hazards and ponding. It is designed to be built to comply with NYC DOT/Local Laws and ADA requirements. The sidewalk will have one curb cut.

D. Utilities

1. *Water Supply*: 4" domestic water supply and 4" fire protection service.
2. *Sewer*: 8" combined sewer/storm drain.
3. *Electricity*: 2500A - 120/208V - 3PH-4W utility service.
4. *Natural Gas*: No Gas
5. *Telephone, Internet and Cable*: The building will be wired for Verizon Fios and Spectrum. It will be the purchaser's responsibility to purchase telephone service and arrange for telephone, cable and Internet services in their unit.

E. Sub-soil conditions

1. *Whether uneven foundation movement or settling has occurred (cracking, mortar joint decay, etc.)*: There is no evidence of uneven movement or differential settlement in the existing building.
2. *Whether there is any evidence of moisture or seepage or ground water infiltration and, if so, whether corrective action is needed*: There is no evidence of moisture or seepage through the foundation walls or the cellar slab on grade. There is a continuous 20mil STEGO® WRAP VAPOR BARRIER (20-MIL) underneath the cellar slab. The existing brick walls of the historic building's foundation remain with a 6" concrete liner wall along the street facing north cellar wall. The insides of the existing brick walls have been parged and coated with Thoroseal, there is no additional foundation wall waterproofing.
3. *Whether there is any danger from flooding, either due to water table in area or overflow from other bodies of water. Note potential for mudslides or erosion and what preventative action is appropriate*: The project site is outside the 0.2% annual chance floodplain based on the latest FEMA flood maps. The groundwater level is estimated to be 10 feet below the deepest cellar level of the building. There is no potential for mudslides or erosion in this part of New York City.
4. The project is in a "Little E" Environmental Designation lot as defined by the NYC Office of Environmental Remediation for air quality. OER Project Number 24TMP1335M, 24EAIR267M. There is no remaining site environmental contamination, environmental easement and all contaminated soils removed prior to ownership as detailed in Phase 1 and Phase 2 reports. The building's prior use was a parking garage. Previous potential contamination was from an underground oil tank that was being used for heating the building. No further monitoring or Site Management Plan report is required and systems will be installed as part of the site remediation. All existing Remediation Action Plans (RAP) and Site Management Plan (SMP) documents and reports related to the environmental easement will be handed over to the condominium management upon transfer of control. More information is available at <https://www.nyc.gov/site/oer/remediation/e-designation.page>

F. Landscaping and enclosures

1. *Grass cover*: None
2. *Plantings*:
 - Cellar level lightwell includes stationary planting beds.
 - Ground Floor Sidewalk level includes stationary planters integrated into the masonry -façade.
 - Ground floor marquee, approx. 53' x 9' includes large stationary planting beds and some larger specimens.
 - North façade includes stainless steel vine climbing cables. Plantings originate from the marquee plantings
 - 2nd floor terrace in the rear includes stationary planting beds
 - 6th Floor cornice across the front façade includes stationary planting beds integrated into the masonry façade.

3. *Trees*: There is currently 1 existing tree, 2 trees will be planted per the approved Parks and BPP locations, 1 tree will be paid into a fund as specified by New York City Department of Parks & Recreation requirements.
4. *Fencing*: Six foot tall, horizontal aluminum slat fences located on the 2nd floor rear terrace and the roof level.
5. *Gates (type, location)*: Steel framed, wood clad operable gates at roof access to PH spaces.
6. *Garden walls (type, location)*: None
7. *Retaining walls (type, location)*: There is an existing retaining wall towards the Southeast of the property in the lightwell at the Cellar Floor elevation. The retaining wall consists of a rubble stone wall. This wall is approximately 24 feet long by approximately 10 feet high. The wall will be repaired, refinished with stucco, and painted.
8. *Display pools and fountains (location, materials)*: None

G. Building Size

1. *Total height*: Approximately 74'-5" from the base plane elevation, with an additional 24 feet of bulkheads.
2. *Crawl spaces*: None
3. *Number of sub-cellars and cellars*: There will be (1) cellar level.
4. *Number of floors (actual including penthouses)*: The building has six (6) stories above grade plus a cellar.
5. *Equipment rooms (location and use)*: Equipment rooms will be in the cellar, on the north side of the floor, along the street wall, with individual heating and cooling components in each unit and on the bulkhead roofs. Equipment rooms in the cellar include the water supply/ fire protection room, Hot Water heaters, Telephone & data closet, Electrical Meter and Switchgear room, Refuse/Compactor Room and Remote Elevator Machine closet.
6. *Parapet (height above roof)*: The parapet and/or railing assemblies extend a minimum of 3'-6" above the finished roofs.

H. Building Systems

1. Foundation:

The foundation system will consist of isolated cast-in-place concrete spread footings bearing on 3-ton per square foot natural soils. The perimeter foundation walls consist of the original / existing brick walls. The cellar floor will be a concrete slab on grade poured over a gravel bedding course with a vapor barrier. *A vapor barrier is provided at the underside of new footings and cellar slab on grade.* The project location is outside of the 100-year and 500-year flood zones per the 2007 and 2013 Flood Insurance Rate Map produced by the Federal Emergency Management Agency. The measured ground water levels are at a depth greater than 20 feet below the bottom of cellar, and as such no hydrostatic pressure is anticipated. *No sub-grade drainage system is provided. Design ground water is below the cellar floor. There is no proposed underpinning of adjacent properties.*

2. Structural System – Superstructure:

The building will be constructed of new reinforced concrete flat plates supported by concrete columns and shear walls beginning at the second floor. The first-floor framing consists of the original / existing concrete floors supported by concrete encased steel beams and columns along with the original / existing brick foundation walls. Portions of the ground floor will be removed to construct the new concrete shear walls, and the existing floor framing will be replaced by framed concrete slabs. The lateral system will consist of the concrete shear walls at the elevator and stair core. It will resist wind and seismic forces as stipulated in the 2022 New York City Building Code. The existing ground floor structure will be positively anchored to the concrete shear walls replacing the existing lateral system.

The superstructure is a cast-in-place concrete flat slab system. Reinforced concrete columns and shear walls support the concrete slabs. These shear walls, which vary in thickness to resist wind and seismic loads as stipulated in the 2022 New York City Building Code, are located at the central stair and elevator core. Typical floor slabs are 9" thick. In areas where the building steps back at the 2nd and 6th floors, slab thickness increases up to 22" to transfer the loads from upper-floor columns to the lower structure. Floor slabs, columns, and shear walls are made of 6,000 psi concrete.

The flooring system has an acoustical underlayment that provides the required 50 STC and ICC ratings.

3. *Exterior Walls/Wall Types*: The walls between units and commons spaces carry the required 50 STC rating

-Exterior Walls at Building Type 1A (Sides): Cavity wall consisting of 4" face brick with an air space ranging from 1" to 3" depending on location, 2" rigid insulation, fluid applied air vapor barrier, and CMU backup wall. The interior side of the wall consists of 2-1/2" batt insulation with studs and 5/8" gypsum wallboard. The exterior wall has a 1-hour fire rating as required by Table 601 and 602 of NYCBC and R value of 17.85

-Exterior Walls at Building Type 1B (Front, Rear, Sides): Cavity wall consisting of 4" face brick with an air space ranging from 1" to 3" depending on location, 2" rigid insulation, fluid applied air vapor barrier, exterior sheathing, and a 6" light gauge metal framing. The interior side of the wall consists of 3-1/2" batt insulation with studs and 5/8" gypsum wallboard. The exterior wall has a 1-hour fire rating as required by Table 601 and 602 of NYCBC and R value of 19.00.

-Exterior Wall Type 1C (Sides): Cavity wall consisting of 4" face brick with an air space ranging from 1" to 3" depending on location, 2" rigid insulation, fluid applied air vapor barrier, and concrete backup wall. The interior side of the wall consists of 2-1/2" batt insulation with studs and 5/8" gypsum wallboard. The exterior wall has a 1-hour fire rating as required by Table 601 and 602 of NYCBC and R value of 17.85.

-Exterior Wall Type 2A (Sides): Cavity wall consisting of 2 coats of EIFS with integral drainage and engineered semi-rigid 2" thick mineral wool insulation, fluid applied air vapor barrier, and CMU backup wall. The interior side of the wall consists of 3-1/2" batt insulation with studs and 5/8" gypsum wallboard. The exterior wall has a 1 hour fire rating as required by Table 601 and 602 of NYCBC and R value of 15.85

-Exterior Wall Type 2B (Bulkhead): Cavity wall consisting of 2 coats of EIFS with integral drainage and engineered semi-rigid 4" thick mineral wool insulation, fluid applied air vapor barrier, exterior sheathing, and a 6" light gauge metal framing. It has an R value of 27.00.

-Exterior Wall Type 2C (Bulkhead): Cavity wall consisting of 2 coats of EIFS with integral drainage and engineered semi-rigid 4" thick mineral wool insulation, fluid applied air vapor barrier, and a concrete backup wall. It has an R value of 8.00

-Exterior Wall Type 3 (Rear, Sides): Blind lot line wall consisting of 2" semi rigid insulation, fluid applied air vapor barrier, and a CMU backup wall. The interior side of the wall consists of 1-5/8" batt insulation with studs and 5/8" gypsum wallboard. The exterior wall has a 1 hour fire rating as required by Table 601 and 602 of NYCBC and R value of 16.25.

**The Building must comply with the requirements of the New York City Local Law 11 with regards to inspection of exterior walls and appurtenances for Buildings greater than six stories in height. The Condominium will be responsible for meeting subsequent Local Law 11 requirements.*

4. Windows:

(i) Window System: Fixed and Operable thermally broken aluminum out-swing casement windows:

- Series 97 by Skyline Windows, Outswing Casement
- Exterior Finish: Duranar (PVDF - 70% Kynar® resin)
- Custom Exterior Color to match BM - 2091-20 Rustic Brick AAMA 2605 Compliant
- Interior Finish: Duracron (Solventborne Acrylic)
- Custom Interior Color matching BM - 2124-10 Wrought Iron AAMA 2603 Compliant
- Integrated window stop to prevent opening past 4 inches.

(ii) Terrace Doors: Thermally broken aluminum Outswing Terrace Door

- Series 1700 by Skyline Windows, Outswing Terrace door
- Exterior Finish: Duranar (PVDF - 70% Kynar® resin)
- Custom Exterior Color to match BM - 2091-20 Rustic Brick AAMA 2605 Compliant
- Interior Finish: Duracron (Solventborne Acrylic)
- Custom Interior Color matching BM - 2124-10 Wrought Iron AAMA 2603 Compliant

(iii) Glazing specifics – Pending Submittal Approval

- 1 ¼ IGUs consisting of two lites of Clear Glass,
- 1/4x.060x1/4" Lami Exterior Lite, ¼" Interior lite
- Low-e Coating
- Guardian SN70 or equivalent on #2 surface
- Bird Glass: Arnold Orniflux Mikado bird-safe Laminate in outer lite

(iv) Warranty/Guarantee

- Windows & Terrace Doors: Five (5) years from the date of Substantial Completion.
- Glazing Units: Ten (10) years from the date of Substantial Completion.
- Aluminum Finish: Twenty (20) years from the date of Substantial Completion.
- Warping of Sash: Not Applicable – Structurally Glazed Sash
- Parts and Labor (project specific): Five (5) years from the date of Substantial Completion.

(v) Lot Line Windows

- Lot Line windows are found in units: PHA, PHB, and PHC. All Are fixed

- Exterior Finish: Duranar (PVDF - 70% Kynar® resin)
- Custom Exterior Color to match BM - 2091-20 Rustic Brick AAMA 2605 Compliant
- Interior Finish: Duracron (Solventborne Acrylic)
- Custom Interior Color matching BM - 2124-10 Wrought Iron AAMA 2603 Compliant
- All Lot Line Windows feature (1) Window Curtain / Lot-Line Sidewall Sprinkler
- There windows are not included in the calculation for the required light and ventilation requirements and are compliant with applicable Building Code sections.
- All windows and exterior doors are caulked in with a Dow 795 Silicone sealant or equal
- The windows do not have any screens

(vi) *Window Sills:*

Sills will be constructed out of stone and brick on the north elevation and PVDF coated aluminum in the rear and side elevations.

(vii) *Window Lintels:*

Lintels will be Thermally broken metal angles or rods that will carry decorative lintels constructed out of stone and brick arches on the north elevation and brick covered with PVDF coated aluminum in the rear and side elevations.

5. *Parapets and copings:*

-The parapet consists of an extension of the Building wall types with stone or metal coping, which at all times is a minimum 3'-6" high above walking surface.

6. *Chimneys and caps:*

-The refuse chute will be vented above the bulkhead roof. The refuse chute will be 16 ga. Type AL/Steel, with vents and metal flashing collars. Kitchen exhausts will terminate at the roof and bulkhead levels.

7. *Balconies and terraces:*

-There will be private terraces appurtenant to Residential Units 2D, 2E, 4B, 4C, PHA, PHB, and PHC.

Residential Unit PHC will have a balcony located in the rear of the building.

-All common terraces will be shown on the Final Certificate of Occupancy.

-All terraces consist of concrete pavers on pedestals installed over roof insulation and roofing membrane.

The finish of the walking surface is appropriate for daily foot traffic and use on a terrace, and the installation of pavers on pedestal over the roofing membrane is appropriate in agreement with the manufacturer's warranty. Drainage will be via primary and secondary drains. The terraces will be enclosed with parapets or railings as necessary to comply with code and be coped with formed metal coping.

-Balustrades at the balcony are composed of a painted metal picket style railing up to 42" above the finish. The pickets are spaced 4" apart and run vertical, not creating a ladder effect. The steel railing is mechanically attached to the slab

-Dividing the terraces there is a 6-foot-tall aluminum slat fence attached to the structural slab.

-Doors: Private Unit terraces will feature *thermally broken* aluminum doors with tempered glass, standard hardware and standard adjustable hinges, manufactured by Skyline Windows or equivalent.

8. *Exterior entrances:*

-Exterior residential entry lobby doors are custom made framed wood door assemblies with double glazed, tempered glass inset panels and is equipped with an electronic lock. There will be wood-clad soffits above the entry doors, at the marquee, on the 1st floor on the exterior. The soffits will be insulated. Wood doors do not have a Thermal Break.

-There is no entry vestibule.

-There will be a brick-clad concrete canopy above the residential entry. Large stationary planting beds and some larger specimens and located in a planting medium over the roofing membrane.

-There will be no exterior stairs.

-There will be three types of doors at the roof level. The first type, out of the common corridor, is a painted hollow core metal door in a painted metal frame. The second type is located at Penthouse bulkheads and is an aluminum-framed door with a double glazed, tempered glass inset panel.

-There will be a USPS approved type 4C recessed lockable mailbox units located in the corridor adjacent the lobby and mail elevator.

-The exterior entrance under the canopy and the building lobby will be lit a combination of recessed and surface mount LED lighting.

9. Service entrances:

- The egress door located on the first floor at the sidewalk level will be painted hollow core metal doors in a painted metal frame or glazed aluminum doors with aluminum frame.
- There will be no service gates, exterior service stairs, or service railings for this Building.

10. Roof and roof structures:

- Roofing at terraces will be concrete pavers on pedestals over 7" XPS rigid insulation and a SBS modified bituminous roof membrane by Siplast with a 20-year warranty by the manufacturer and a 3- year warranty by the installer, which commences after roof installation completion. The system is an Inverted Roof Membrane (IRMA) and contains an R value of 35.
- Rooftop and terraces will be shown on as accessory space of the Certificate of Occupancy and be fully code compliant. Occupants can not obstruct any Fire Dept Access Paths.- All rooftop terraces are privately owned and associated with an apartment unit. The Sponsor is not providing any rooftop furniture. There are no common roof terraces.
- Roof top terrace dimensions and Square footages are shown on the Architect's Plan's that accompany this report.
- PHA rooftop terrace has an occupant load of 5 people. PHB rooftop terrace has an occupant load of 5 people. PHC rooftop terrace has an occupant load of 6 people.
- Private rooftop terraces are separated by 6' Aluminum Slat fencing with gates to the common corridor. There are no easement agreements between these private terraces and the common roof corridor beyond standard easements described in the Offering Plan
- Stainless steel counter flashing over membrane. Stainless steel flashing: ASTM A167, Type 304 stainless steel, with 2D finish, dead soft temper, fully annealed, as manufactured by International Nickel Co., Republic Steel Corp., United States Steel, or Washington Steel Corp. Thickness of the stainless steel shall be as follows: Concealed flashings- .012" thick, thirty gauge (US Standard); Exposed flashings- .015" thick, twenty-eight gauge (US Standard); Edge Strips- .025" thick, twenty-four gauge (US Standard).
- Cold-fluid applied polymethyl methacrylate (PMMA) flashing at exposed walls, curbs, penetrations and angle changes and spun bonded polyester fabric as standard reinforcement for membrane for use at changes in plane, construction joints and cracks.
- Hot-applied SBS modified bitumen membrane roof by Siplast.
- Drains: Die cast metal with cast iron basket covers for both standard and emergency overflow drains. Primary Drains are to be make and model JR Smith 1011, or equal. Secondary drains, which are also the Emergency Back up overflow drains, are to be MIFAB R1200-W, or equal.
- Access and responsibility for drains is detailed under Special Risk 52.
- Gutters and Leaders: Roof drains are connected to a cast iron internal pipe at the Cellar that is connected to the city sewer.
- All terraces contain parapets at the perimeter of the building, which are the continuation of the Exterior Wall Type below capped with a painted break formed aluminum coping.
- There will be no antennae, cell phone tower, satellite dish or lighting protection equipment on the roof.
- Compliance with NYC Buildings Bulletin 2019-010: The roofs and/or terraces on the second, sixth, and roof levels comply with exemption 1 and 5 of the Bulletin. The bulkhead roofs comply with exemption 2 of the bulletin.
- There are no vertical ladders or exterior stairs.

11. Yards and courts:

All outdoor spaces in the building are privately owned and associated with a residential unit except for the exterior service area located in the cellar (86 sqft).

12. Skylights: There are no skylights in the project.**13. Bulkheads:**

Bulkheads stairs are cast concrete

The elevator bulkhead structure is a combination of cast concrete and metal framed walls. Their composition is Wall type 2B and 2C as described above.

14. Fire escapes: No fire escape on the project.**15. Yard and courts:**

Paving at cellar open space will be gravel with existing drainage to remain. The perimeter walls are existing and will be refinished.

16. Interior stairs:

- There will be two (2) cast concrete egress stairs assemblies (Stair "A" and "B") which extend from the first floor to the roof.
- There will be two (2) cast concrete egress stair assemblies (Stair "C" and "D") that extend from the first floor to the cellar level. --All stairs egress at the first floor.
- All the fire rated stair enclosures are of 2-hour fire-rated gypsum wall board construction, poured in place concrete, and/or CMU wall construction. All fire stair construction will be poured-in-place, reinforced concrete. Fire stair handrails will be painted tubular steel. Emergency lighting will be provided within the stair enclosure.
- Cast concrete winder stairs located in units 1A, PHA, PHB, PHC are convenience stairs and not intended for egress. These stairs are fully code complaint with a minimum 6" tread depth.

17. Interior doors and frames:

(i) Unit entrance and interior doors and frames:

- Interior Doors: All interior doors will be solid core plain sawn white oak veneered flush panel doors -manufactured by Supa Doors or equal. All doors to be clear finished. Hardware to be designer grade as specified by Owner, Omnia or equivalent, of satin nickel. Door frames are taped in EZ-Jamb or equivalent.
- Unit Entry Doors: All unit entry doors will be fire-rated solid core plain sawn white oak veneered flush panel doors and will meet the NYC Building Code and fire rating requirements. All doors to be clear finished. Hardware to be designer grade as specified by Owner, Omnia or equivalent, of satin nickel. All unit entry frames will be Fire Rated Wood. by S.W. Fleming Limited or equal, all doors and frames will meet the NYC Building Code and fire rating requirements. Door frames are taped in EZ-Jamb or equivalent.

(ii) Corridor doors and frames:

- All corridor doors and frames will be hollow-metal manufactured by S.W. Fleming Limited or equal and will meet the NYC Building Code and fire rating requirements.

(iii) Stair hall doors and frames:

- Stair Egress doors will be fire-rated solid core plain sawn white oak veneered flush panel doors and will meet the NYC Building Code and fire rating requirements. All doors to be clear finished. Hardware to be designer grade as specified by Owner, Omnia or equivalent, of satin nickel. All unit entry frames will be Fire Rated Wood. by S.W. Fleming Limited or equal, all doors and frames will meet the NYC Building Code and fire rating requirements. Door frames are taped in EZ-Jamb or equivalent.

(iv) Roof doors, basement doors and frames:

- All doors and frames will be hollow-metal manufactured by S.W. Fleming Limited or equal and will meet the NYC Building Code and fire rating requirements.

18. Elevators:

- There will be 1 passenger elevator (PE #1) servicing the Residential Units- Passenger Elevator PE#1 (Residential Units).

i. The elevator manufacturer will be by KONE

ii. The elevators will have a capacity of 3,500 LBS (1588KG) and a speed of 350 feet per minute (FPM).

iii. The elevator type of controls will be microprocessor variable voltage variable frequency.

iv. The elevators will Kone KM solid state computerized elevator controls.

v. The elevator will stop at every floor, including the cellar and main roof.

vi. The elevator machine types will be MX14/14G91-3

vii. The Elevators will have front openings. The doors in such openings will be Single Panel Side Sliding doors in Stainless finish. (viii) Location of machine rooms; The remote elevator machine room ("EMR") will be located in the Cellar Floor. The EMR will be adequately insulated, isolated and vented per all New York City, New York State and Federal Code requirements.

(ix) AC motor (manufacturer);

19. Elevator Cab:

(i) Elevator cab provided by KONE.

(ii) Floor material by 3rd party, not KONE. Floor finish to match lobby floor.

- (iii) Wall finish by KONE. Stainless steel panels and/or wood laminate with Stainless steel toe kick and handrails.
- (iv) Ceiling finish by KONE. Flat stainless steel with integrated cove lighting.
- (v) Lighting by KONE. LED Cove lighting.
- (vi) Safety Systems include an ADA Accessible emergency phone line, visible monitoring, FDNY fire alarm integration, intercom to front desk capability, door lock monitoring, overspeed governor, light curtain for door safety, etc.

I. Auxiliary Facilities

(1) *Laundry rooms. Describe:* Tenant free use laundry equipment located in the cellar.

- (i) Location and number of rooms; 1 room, located in cellar
- (ii) Clothes washers, number and type (e.g. heavy duty, coin operated, electric, gas); One (1) heavy duty washer, Speed Queen or equivalent.
- (iii) Clothes dryers (number and type); One (1) heavy duty dryer, Speed Queen or equivalent.
- (iv) Room ventilation (method and final exhaust); Door undercut; adjacent common space is conditioned.
- (v) Dryer ventilation (method and final exhaust). Dryer to be directly vented to the exterior.

Each unit contains a laundry closet with a single electric washer and ventless dryer for the unit's individual use.

(2) *Refuse disposal. Describe, including:*

- (i) Incinerator(s) (number, location, capacity, type, manufacturer); None
- (ii) Compactor: There will be a chute and a compactor servicing each of the Residential Units. The compactor will be in the Cellar. The chute will vent and terminate at the roof.
- (iii) Approvals by authority having jurisdiction (date of each approval);
- (iv) Initial storage location (ultimate storage location); The compacted bags will be stored in the Compactor Room in the Cellar.
- (v) Pick-up schedule, and whether public or private provider. Refuse collection: Building personnel will collect compacted refuse and deposit compacted refuse to the curbside for pick-up by New York City Department of Sanitation.

(2) *Bike Room:*

- (i) The bike storage is located within the parking garage. There is no separate room, but the garage is only accessible to residents or parking owners that have access to the building. There are 9 bike parking spaces and the space allocated to the bike storage is 98 SF.
- (ii) Bike racks are the Dero Ultra Space Saver or equal

(2) *Storage:*

(i) One storage room will be located on the cellar level containing approximately 21 individual Storage Bins which the Sponsor will license to Unit Owners. The walls, floors and ceilings of the Storage Room are masonry and there is a fire rated, locked hollow metal door that leads to this room. Storage Bin heights will be approximately 8'-0" high demised with steel poles and fencing screen, or similar material. Approximately 3'-0" wide by 7'-0" high swing doors will be provided, Purchasers will provide their own padlocks. The Storage Bins will be open to above with fencing screen and will be provided with ordinary hazard sprinkler coverage. The square footage of each storage unit is shown on the Architect's Plans that accompany this report.

J. Plumbing and drainage

1. *Water supply:*

- 4" domestic water service, 4" fire suppression service, 8" sanitary/storm drain. Located at Cellar Rm #0.30 Water Sprinkler Service Room. Lines enter the building to Cellar from East 9th Street below grade.
- Hot and Cold water piping is copper
- The insulation is approx.. 1'

2. *Fire protection system. Describe:*

- (i) Standpipes (material, size, location); Not Applicable. No standpipe.
- (ii) Hose racks, hoses and nozzles (location); Not Applicable. No hose racks.
- (iii) Sprinkler heads (type system, location); Wet pipe sprinkler system. Heads located at Cellar, 1st through 6th floors, and roof bulkheads.
- (iv) Siamese connection (type, location): 5"x5"x3" Siamese connection located at 9th Street entrance.

3. Water storage tank(s) and enclosures. Describe:

(i) Two (2) 120-gallon HW storage tanks at cellar Water Service Room. Two (2) electric 120-gallon HW storage tanks, AO Smith model # DVE-120-54 Gold Xi Series, 208V/3-ph, 54-kW, 250-Amps, 447-GPH @ 100-degF temp. rise.

(ii) *Description:* The heater(s) shall be Gold Xi Commercial Electric Model Number DVE-120-54 as manufactured by A. O. Smith Water Products Company or equivalent. Heater(s) shall be rated at 54-kW, 208V, 3-phase, 60 cycle AC as listed by Underwriters' Laboratories. All models meet National Sanitation Foundation NSF-5 requirements. Water heater shall have LCD display with built-in diagnostic and troubleshooting information. Tank(s) shall be 119-gallon capacity with 160 [ASME] psi working pressure and equipped with dual extruded high density anodes. All internal surfaces of the heater(s) exposed to water shall be glass-lined with an alkaline borosilicate composition that has been fused to steel by firing at a temperature range of 1400°F to 1600°F. Internal power circuit fusing shall be provided. Element operation shall be linear sequencing through individual magnetic contactors. Control circuit shall be factory fused and include an immersion thermistor temperature probe with built in ECO control. Control cabinet and jacket shall be of baked enamel finish and shall provide full size control and element compartment for complete service and maintenance performance through front hinged compartment door, and enclose tank with foam insulation. 1 1/4" inlet and outlet connection shall be provided. The heater tank shall have a three year limited warranty and controls and accessories shall have a one year limited warranty as outlined in the written warranty. Fully illustrated instruction manual to be included. For multiple installation, factory built manifold kits for 2 heater installation shall be provided. Meets or exceeds the thermal efficiency and standby loss requirements of the U.S. Department of Energy and current edition of ASHRAE/IES 90.1.

(iii) *Material (interior, exterior and roof of tank);* No Roof Tank

(iv) *Access to tank:* Access at cellar Water Service Room

(v) *Capacity (total gallons);* Two Hot Water heaters with tanks at 120-Gallons each.

(vi) *Capacity (fire reserve):* Not Applicable. No fire reserve.

4. Water pressure and how maintained:

-Domestic water pressure maintained via circulating pump Towie Whitney model # TW2018T duplex VFD booster pump set, total 200-GPM @ 80psi, 100-GPM per pump, 208V/3ph, 8.4-HP per pump.

5. Sanitary sewage system. Describe, including:

(i) Sewage piping (materials); Cast Iron

(ii) Sewage pumps (if any); Duplex sewage ejector pumps and an elevator sump pump in the cellar.

(iii) Sewage disposal: Combined 8" sanitary/sewage line discharge to city main.

6. Permit(s) required. List and include date(s) obtained:

-DEP Approval of Backflow Prevention Assembly and Cross Connection Application: Approved 10/1/24.

-DEP Approval of Sewer Site Connect: approved 9/10/24

7. Storm drainage system. Describe system, adequacy, method of disposal and materials including:

(i) *Catch basins (location);* n/a. no basins in design.

(ii) *Yard and roof drains (location);* Roof drains and scuppers used to serve storm water. 1 drain at bulkhead roof, 4 drains at roof, 2 drains at 6th floor rooftop setback, 1 drain at 4th floor setback, 4 drains at 2nd floor rooftop setback, 3 trench drains at parking garage. No yard drains.

(iii) *Piping (materials);* Cast iron

(iv) *Eject or sump pumps (describe in detail and describe conditions requiring pumps):* Duplex sewage ejector pumps and an elevator sump pump (also listed under 'sewage pumps' above). Duplex submersible sewage ejector pump, 100-GPM. Elevator sump pump, 40-GPM.

K. Heating:

1. *Heating and distribution of domestic hot water:* hot water heating system capacity based on water fixture units, NYC Plumbing Code, Appendix E, Table E103.3(2).

2. Number of boilers and description; None, N/A.

3. *Duct insulation:* Knauf Insulation based on Sonic XP® Duct Liner with ECOSE® Technology is a flexible, mat-faced insulation bonded with ECOSE Technology

1" thick acoustic lining / insulation called for at all interior ductwork.

R-4.2 at 1" thickness. Note: No exterior ductwork on job. HVAC piping insulation specified to be as per NYC Energy Code Table C403.2.10.

4. Each residential unit is equipped with a LG Deluxe Wired Remote Controller (thermostat). Model # PREMTA201, Delux Wire Remote Controllers

5. Roof / exterior mounted air-cooled heat pump condensing units are located at bulkhead roof. Neoprene mounting pad vibration isolation specified at all condensing unit mounting.

Spring hanging isolators with neoprene pad provided to prevent vibration and noise.

L. Gas supply:

1. There is no gas in this building

M. Air Conditioning:

**Cooling and heating capacities based on load calculation performed used Trane Trace 700. Trane Trace calculation uses ASHRAE Standard 90.1-2007 as a basis of design in addition to using relevant U-values and R-values and local weather data. System design setpoints based on 74-degF & 50%RH summer, 70-degF & 50%RH winter setpoint. Ambient design conditions based on 89-degF DB & 73-degF WB summer, 15-degF DB winter.*

1. *Type of system;* Individual LG Multi V 5 air-cooled heat pumps for each apartment, lobby, storage, garage and amenities. DOAS outdoor air system for corridors. LG Multi V 5 air-cooled heat pumps with heat recovery split-system.

2. *Central system (manufacturer, model and capacity);* None, N/A

3. *Cooling towers, condensers:* Air-cooled, VRF variable-refrigerant flow, heat-recovery type condensing units. Outdoor unit frames are equipped with hermetic digitally controlled inverter driven scroll compressor to modulated capacity (variable from 20 to 125 Hz, modulate in 1.0 Hz increments).

4. *Individual units covered by the offer:* Each apartment has its LG Multi V 5 air-cooled heat pump on the roof powered by the Apartments electrical meter with Air Handlers inside each unit. See split-system schedule below:

Heating and Cooling Equipment

Indoor Units – LG Multi V

TAG	Total Cooling (BTU/h)	Total Heating (BTU/h)	Model Number	Type
AHU-1A-1	8912	-3927	ARNU093MAA4	Medium Static
AHU-1A-2	5627	-1801	ARNU073L1G4	Low Static
AHU-1A-3	2710	-1004	ARNU073L1G4	Low Static
AHU-1A-4	10515	-3998	ARNU093L1G4	Low Static
AHU-1B-1	4889	-1677	ARNU073L1G4	Low Static
AHU-1B-2	3898	-989	ARNU073MAA4	Medium Static
AHU-G1	19100	-28000	ARNU183MAA4	Medium Static
AHU-G2	19100	-28000	ARNU183MAA4	Medium Static
AHU-2A-1	10482	-4084	ARNU123MAA4	Medium Static
AHU-2A-2	5642	-1991	ARNU073L1G4	Medium Static
AHU-2A-3	3256	-1166	ARNU073L1G4	Low Static

AHU-2B-1	8272	-2912	ARNU093MAA4	Medium Static
AHU-2B-2	4016	-1379	ARNU073L1G4	Low Static
AHU-2C-1	7942	-2983	ARNU073L1G4	Medium Static
AHU-2C-2	4651	-2020	ARNU073L1G4	Low Static
AHU-2D-1	15417	-4758	ARNU183MAA4	Medium Static
AHU-2D-2	8678	-1889	ARNU123MAA4	Medium Static
AHU-2D-3	7609	-1744	ARNU073L1G4	Low Static
AHU-2E-1	16581	-5150	ARNU153MAA4	Medium Static
AHU-2E-2	8549	-2300	ARNU093L1G4	Low Static
AHU-2E-3	5902	-1352	ARNU073L1G4	Low Static
AHU-3A-1	13751	-4131	ARNU123MAA4	Medium Static
AHU-3A-2	5600	-1978	ARNU073L1G4	Low Static
AHU-3A-3	3256	-1166	ARNU073L1G4	Low Static
AHU-3A-4	4151	-1473	ARNU073L1G4	Low Static
AHU-3B-1	11352	-4459	ARNU123MAA4	Medium Static
AHU-3B-2	5900	-2163	ARNU073L1G4	Low Static
AHU-3B-3	3872	-1284	ARNU073L1G4	Low Static
AHU-3C-1	13410	-5898	ARNU183MAA4	Medium Static
AHU-3C-2	9498	-1981	ARNU123MAA4	Low Static
AHU-3C-3	6344	-1483	ARNU073L1G4	Low Static
AHU-3D-1	15417	-4758	ARNU153MAA4	Medium Static
AHU-3D-2	8065	-2246	ARNU093L1G4	Low Static
AHU-3D-3	5556	-1395	ARNU073L1G4	Low Static
AHU-3D-4	2548	-880	ARNU073L1G4	Low Static
AHU-4A-1	13751	-4131	ARNU123MAA4	Medium Static
AHU-4A-2	6340	-2498	ARNU073L1G4	Low Static
AHU-4A-3	6340	-2498	ARNU073L1G4	Low Static
AHU-4A-4	6340	-2498	ARNU073L1G4	Low Static
AHU-4B-1	15572	-5629	ARNU153MAA4	Medium Static
AHU-4B-2	8038	-4996	ARNU073L1G4	Low Static
AHU-4B-3	8038	-4996	ARNU073L1G4	Low Static
AHU-4C-1	20101	-5992	ARNU243MAA4	Medium Static
AHU-4C-2	6340	-2498	ARNU073L1G4	Low Static
AHU-4C-3	7903	-2004	ARNU073L1G4	Medium Static
AHU-4C-4	5833	-1563	ARNU073L1G4	Low Static
AHU-5A-504	8065	-2246	ARNU093L1G4	Low Static
AHU-5A-505	13410	-5898	ARNU153MAA4	Low Static
AHU-5A-506	8038	-4996	ARNU073L1G4	Low Static
AHU-PHA-502	7910	-1981	ARNU093L1G4	Low Static
AHU-PHA-503	6546	-2498	ARNU073L1G4	Low Static
AHU-PHA-504	6271	-2309	ARNU073L1G4	Low Static

AHU-PHA-505	5291	-2717	ARNU073L1G4	Low Static
AHU-PHB-502	7616	-4996	ARNU073L1G4	Medium Static
AHU-PHB-503	4021	-4996	ARNU073L1G4	Medium Static
AHU-PHB-504	6098	-4996	ARNU073L1G4	Low Static
AHU-PHB-505	5666	-4996	ARNU073L1G4	Low Static
AHU-PHC-503	8664	-2241	ARNU093L1G4	Low Static
AHU-PHC-506	5987	-1487	ARNU073L1G4	Medium Static
AHU-PHA-601	23085	-15107	ARNU243MAA4	Medium Static
AHU-PHA-602	13751	-10071	ARNU123MAA4	Low Static
AHU-PHB-602	6875	-5035	ARNU243MAA4	Low Static
AHU-PHB-601/3	22575	-16635	ARNU363B8A4	Medium Static
AHU-PHC-601	38416	-17962	ARNU123MAA4	Medium Static
AHU-PHC-602	11991	-5304	ARNU073MAA4	Low Static
AHU-Lobby	5120	-1304	ARNU243MAA4	Low Static
AHU-Res. Storage	28216	-9237	ARNU243MAA4	Medium Static
AHU-Resident Lounge	16662	-5643	ARNU183MAA4	Medium Static
AHU-Staff	3054	-327	ARNU073MAA4	Medium Static
AHU-Staff-Super	2790	-466	ARNU073MAA4	Medium Static
AHU-15A/B	53079	-28000	ARNU243MAA4	Medium Static

Outdoor Units – LG Multi V

TAG	Total Capacity (Cooling) (BTU/h)	Total Capacity (Heating) (BTU/h)	Model Number
CU-1A	36000	42000	ARUM036GSS5
CU-1B	24000	27000	ARUN024GSS4
CU-1G	36000	42000	ARUM036GSS5
CU-2A	24000	27000	ARUN024GSS4
CU-2B	24000	27000	ARUN024GSS4
CU-2C	24000	270000	ARUN024GSS4
CU-2D	36000	42000	ARUM036GSS5
CU-2E	36000	42000	ARUM036GSS5
CU-3A	36000	42000	ARUM036GSS5
CU-3B	24000	27000	ARUN024GSS4
CU-3C	36000	42000	ARUM036GSS5
CU-3D	36000	42000	ARUM036GSS5
CU-4A	36000	42000	ARUM036GSS5
CU-4B	36000	42000	ARUM036GSS5
CU-4C	48000	54000	ARUM048GSS5
CU-5A	36000	42000	ARUM036GSS5
CU-PHA	60000	64000	ARUN060GSS4
CU-PHB	60000	64000	ARUN060GSS4

CU-PHC	60000	64000	ARUN060GSS4
ACCU-L-C	48000	54000	ARUM048GSS5
CU-CEL-Fitness	48000	54000	ARUM048GSS5

DOAS Units – LG Multi V Heat Recovery

TAG	QTY	Location	Model Number
1(O)	1	Outdoor	ARUM144BTE5
1(I)	1	Indoor	ARND203DCR4

* 2000 CFM SPLIT COMPACT DOAS

5. Warranty Info for the Above Mechanical Equipment:**(i) Limited Warranty:**

-STANDARD ONE-YEAR PARTS WARRANTY FOR A QUALIFIED SYSTEM - The Part(s) of a qualified System, including the compressor, are warranted for a period (the "Standard Parts Warranty Period") ending on the earlier to occur of one (1) year after the date of original installation, or eighteen (18) months from the date of manufacture.

-ADDITIONAL SIX (6) YEAR COMPRESSOR PART WARRANTY - The Compressor is warranted for an additional six (6) year period after the end of the applicable Standard Part Warranty Period (the "Compressor Warranty Period").

(ii). Extended Warranty:

The Standard Warranty Period and the Compressor Warranty Period are extended to a total of ten (10) years (the "Ex- tended Warranty Period") for qualified Systems that have been (a) commissioned by a party that has completed the current Training Requirements, (b) such commissioning is pursuant to LG's current published instructions, and (c) the System commissioning results and supporting documents are entered correctly into LG's online commissioning system. Commissioning of a System requires one (1) hour of LG Monitoring View (LGMV) data. Commissioning results must be entered into LG's online commissioning system within sixty (60) days of System startup.

Note:* Multi V S Air Cooled Heat Pump (ARUN*GSS4) systems and Multi V Mini Air Cooled (ARUN***GS2) systems do not require commissioning; however, these systems must be registered at www.lghvac.com within sixty (60) days of installation to be eligible for the extended Note: The compressor for the DOAS is served by a Multi-V 5 outdoor unit, so the outdoor portion will be covered by 10-year warranty. The indoor portion of DOAS comes with a standard warranty of 1-year parts.

N. Ventilation

1. Toilet exhaust served by roof mounted centrifugal exhaust fan, Greenheck model # CUBE-140, 1300-CFM, 1.5"wc, 0.75-HP, 25-CFM at each bathroom.
2. Garage exhaust served by inline, ceiling mounted Greenheck model # QEI-12, 3200-CFM, 1.5"wc, 2.0-HP, 460V/3ph/60Hz, 3.4-FLA, 4.2-MCA.
3. Kitchen hoods served by hood mounted exhaust fan (local on/off switch control) and two (2) roof mounted exhaust fans (to run 24/7/365) Greenheck model # CUBE 200-HP, 3600-CFM & 4800-CFM, 1.5"wc, 3-HP, 460V/3ph/60Hz.
4. Refuse Room exhaust served by roof mounted exhaust fan Greenheck model # CUBE-100-HP, 400-CFM, 1.5"wc, 0.5-HP, 115V/1ph/60Hz.
5. Common corridor ventilation air provided by DOAS unit mounted at top of shaft. LG split-system model # ARND203DCR (indoor evaporate section) and model # ARUM144BTE5 (outdoor condensing section). 18.2 IEER, 3.52 COP @ 47-degF ambient.

O. Electrical System

1. Service from main service switchgear (amperes, voltage, phases, wire, protective equipment); 4 #600MCM %1#1/0G,4" (2 sets) to 800A, 208/120V, 3phase, 4W main. To switchboard MSB-1. 2500A, 208/120V, 3phase, 4W main. Incoming service.
 2. Service to individual units (risers, etc.);
- Each apt is served by 208/120V, 3phase service. Risers to apartment panels are aluminum. Within apartments all wiring is copper. There is 4#600MCM & 1#1/0G, 4"C to EV Charging Meter Assembly.

3. Compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards); Located at Electric Room at Cellar (Rm # 0.09).
4. Unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers; Four (4) 100A panels (Apt # 1B, 2B, 2C, 3B)– 42-pole, 20-amp fuses Fourteen (14) 200A panels (Apt # 1A, 2A, 2D, 2E, 3A, 3C, 3D, 4A, 4B, 4C, PH1, PH2, PH3, PH4)– 42 pole, 20-amp fuses One (1) 200A panel (Unit # BP6) serving HVAC systems at roof bulkhead.– 42 pole, 20-amp fuses. One (1) 200 A panel (Unit # BPC) serving Cellar common area – 54-pole, 20-amp fuses. One (1) 100A panel (Unit # BPG-1) serving Garage area – 30 pole, 20-amp fuses.
5. Adequacy:
 - (i) Service - average number of circuits per apartment and capacity to handle modern appliances - specifically air conditioners, dishwashers and electric dryers; Average apt. served by 42 pole panel w/ 20A fuses.
 - (ii) Lighting and fixtures; Lighting power average ~ 2W/SqFt.
 - (iii) Convenience outlets, appliance outlets. Outlets located per NEC requirements. Generally located using 6 & 12ft rule. Using tamper resistant (TR) and ground fault interrupter (GFCI) as per NEC requirements.

P. Intercommunication and/or Door Signal Systems, Security CCTV:

1. General: There will be security cameras at the exterior street level of the building, as well as in the lobby, the elevator, the garage, cellar corridor and roof elevator vestibule. There will be an intercom system at the front door that can call a number or numbers chosen by each owner. There will also be a 24hr, 7 day a week concierge at the front desk in the lobby.

Server: Hikvision – DS-7616NI-M2/16P-8TB M 16 Channel HDMI High Capacity 32MB, 8TB Hard Drive

Cameras:

-DS-2CD2343G2-I(U): Hikvision Value Series AcuSense 4 MP Turret IP camera

-DS-2CD2143G2-I Hikvision AcuSense 4 MP Dome IP camera, 2.8mm fixed Lense

The Hikvision DS-7616NI-M2/16P (including the 8 TB HDD version) comes with a limited 3-year manufacturer warranty directly from Hikvision. 5-Year Limited Warranty for IP network cameras.

2. Telephone/Internet: Verizon and or Spectrum shall install and maintain telephone/ internet service entering the main distribution frame room at the Cellar. Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in their Unit.

The telephone charges with respect to the public areas of the building (such as the concierge's desk, Building Manager's, etc.) will be borne by all Unit Owners as a common expense.

3. Cable Television (CATV): Verizon and / or Spectrum shall install and maintain cable entering the Main Distribution Frame room at the Cellar. Every Residential Unit Owner who desires to obtain such service will be required to pay the cable company for activating the wiring in their unit. Thereafter, the Unit Owner will be required to pay a monthly service charge to such a service provider, which will vary depending upon the services subscribed to by the Unit Owner.

Q. Public Area Lighting

Interior lighting compliance verified by ComCheck calculation:

	Lamps/ Fixture		#Fixtures	Fixture Watt		Watts
1-CELLAR:		1	10		10	100
2-1ST FLR_ PARKING GARAGE:		1	30		26	789
3-6TH CORRIDOR:		1	5		10	50
4-5TH CORRIDOR:		1	5		10	50
5-4TH CORRIDOR:		1	5		10	50
6-1ST CORRIDOR:		1	6		10	60
7-3RD CORRIDOR:		1	5		10	50
8-2ND CORRIDOR:		1	5		10	50
9-CEL_ RESIDENT STORAGE:		1	24		26	631
10-CEL_ FITNESS ROOM:		TBD	TBD		TBD	TBD
11-CEL_ Resident Lounge:	1		10	10		100
12-1ST FL_LOBBY:		1	4		10	40

Total Proposed Watts = 1970

Total Allowed Watts = 3398 (from ComCheck)

R. Garages and Parking Areas

1. Private parking garage located on the first floor with garage door access to the street. All spaces will be for sales to condominium owners and not for rent. Further information about parking is provided in Special Risk 38.
2. 10 parking spaces, numbered (1) one through (10) ten are located within the parking garage. There are 9 standard-sized parking spaces and (1) one van accessible parking space.
3. Surfaces (materials used, lighting, fencing etc.); Parking deck is reinforced concrete construction, covered in traffic coating per specifications. Lighting is overhead LED on motion sensors.
4. Parking (attended or unattended); Unattended Parking
5. Garage ventilation (method and equipment); Garage is conditioned with LG VRF Heat pump. Carbon Monoxide exhaust purge system, Greencheck QEI-12 will ventilate the space to the outside. A high efficiency, Electric Garage Door Entrance Air Curtain – Berner IDC12-2078E is also present.
6. Garage fire protection (method and equipment); Garage is fully sprinklered per NYCBC.
7. Drainage. Trench drain is located at the garage entrance and two auxiliary area drains are located within the garage. Drains connected to NYC wastewater.
8. Parking Garage will have it's own electric meter for common charges such as HVAC, Lights, and Power for the Garage door, and each individual parking space will have its own sub meter with an EV charger equal to a Tesla Wall Connector 11.5KW @208V, 1PH
9. There is no parking required as per Zoning.

S. Swimming pool(s)

*None

T. Tennis Courts, Playgrounds and Recreation Facilities

1. Tennis courts: None
2. Playgrounds: None
3. Other recreation facilities:
 - (i) *Gym/Fitness Center (1290 sqft)*: Resident gym located in the cellar. Complete with exercise machines. Floors will be covered in resilient rubber flooring. The room maximum occupancy is 26 people.
 - (ii) *Resident Lounge (410 sqft)*: A resident lounge is located in the cellar. Floors will be covered in LVT or resilient rubber flooring. The room maximum occupancy is 8 people.
 - (iii) There will be two half bathrooms and a sauna in the cellar amenity space.
 - (iv). There will be a dog washing station and washer and dryer free for residents' use in the cellar.
4. There are no common outdoor recreational spaces. All outdoor spaces are associated with a residential unit.

U. Permits & Certificates

1. See Item B.4 for the list of permits currently in possession.
2. Department of Building Inspections: See Table Below

Special Inspection Items	2022 Building Code Sections	Filing(s)	Special Inspection Agency
Steel - Welding	BC 1705.2.1	S3 -Demo	Quality Control Laboratories, LLC
Steel - Details	BC 1705.2.2	S3 -Demo	Quality Control Laboratories, LLC
Steel - High Strength Bolting	BC 1705.2.3	S3 -Demo	Quality Control Laboratories, LLC
Concrete - Cast in Place:	BC 1705.3	S1 - Foundation, S2 - Superstructure	McNamara Salvia Structural Engineers
Masonry	BC 1705.4	S2 - Superstructure	Quality Control Laboratories, LLC
Subgrade Inspection	BC 1705.6 (Table Item 4)	S1 - Foundation	Mueser Rutledge Consulting Engineers PLLC
Subsurface Conditions - Fill Placement	BC 1705.6 (Table Item 2, 3)	S1 - Foundation	Mueser Rutledge Consulting Engineers PLLC

Subsurface Conditions - In-Place Density	BC 1705.6 (Table Item 2, 3)	S1 - Foundation	Quality Control Laboratories, LLC
Subsurface Investigation (Borings, Test Pits) (TR4)	BC 1705.6 (Table Item 1)	S1 - Foundation	Mueser Rutledge Consulting Engineers PLLC
Wall Panels, Curtain Walls & Veneers	BC 1705.20	I1 - Architectural	CANY Technical Services LLC
Mechanical Systems	BC 1705.21	S5 - Mechanical	Ryan Special Engineering Inspections, P.C.
Structural Stability - Alterations of Existing Buildings	BC 1705.25.1	I1 - Architectural, S1 - Foundation, S2 - Superstructure, S3 - Demo, S5 - Mechanical, S8 - Demo PMM EQ	Quality Control Laboratories, LLC
Demolition	BC 1705.25.5	S8 - Demo PMM EQ	Quality Control Laboratories, LLC
Sprinkler Systems	BC 1705.29	S6 - Sprinkler	Quality Control Laboratories, LLC
Fire-resistant Penetrations & Joints	BC 1705.17	I1- Architectural, S4 - Plumbing, S5 - Mechanical, S6 -Sprinkler	Ryan Special Engineering Inspections, P.C.
Post-installed Anchors (BB#2014-018, 2014-019)	BC 1705.37	S1 - Foundation, S2 - Superstructure, S3 - Demo,	Quality Control Laboratories, LLC
Concrete Design Mix (TR3)	BC 1905.3	S1 - Foundation, S2 - Superstructure,	By Contractor
Concrete Sampling & Testing (TR2)	BC 1905.6	S1 - Foundation, S2 - Superstructure,	Quality Control Laboratories, LLC
Testing Breakout	-	-	Quality Control Laboratories, LLC
Progress Inspection Items	2022 Building Code Sections	Filing(s)	Special Inspection Agency
Footing & Foundation	BC 110.3.1	S1 - Foundation	McNamara Salvia Structural Engineers
Energy Code Compliance Insp.	BC 110.3.5	I1 - Architectural, S4 - Plumbing, S5 - Mechanical	Quality Control Laboratories, LLC
Fire-Resistant Rated Construction	BC 110.3.4	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Final	28-116.2.4.2, BC 110.5, D14, 1 RCNY §101-10	S1 - Foundation, S2 - Superstructure,	McNamara Salvia Structural Engineers
Final	28-116.2.4.2, BC 110.5, D14, 1 RCNY §101-10	S3 - Demo	Quality Control Laboratories, LLC
Final	28-116.2.4.2, BC 110.5, D14, 1 RCNY §101-10	S5 - Mechanical	Ryan Special Engineering Inspections, P.C.
Energy Code Progress Inspection Items	2022 Building Code Sections	Filing(s)	Special Inspection Agency
Protection of exposed foundation insulation	(IA1), (IIA1)	I1 - Architectural	CANY Technical Services LLC
Insulation Placement & R values	(IA2), (IIA2)	I1 - Architectural	CANY Technical Services LLC
Fenestration & Door U-Factor & Product Ratings	(IA3), (IIA3)	I1 - Architectural	CANY Technical Services LLC
Fenestration Air Leakage	(IA4), (IIA4)	I1 - Architectural	CANY Technical Services LLC
Fenestration Areas	(IA5), (IIA5)	I1 - Architectural	CANY Technical Services LLC
Air-Sealing & insulation-Visual	(IA6),(IIA6)	I1 - Architectural	CANY Technical Services LLC
Air-Sealing & insulation-Testing	(IA7),(IIA7)	I1 - Architectural	CANY Technical Services LLC - TO BE REMOVED VIA PAA

Air Barrier Continuity Plan Testing	(IIA8)	I1 - Architectural	CANY Technical Services LLC - TO BE ADDED VIA PAA
Vestibules	(IIA9)	I1 - Architectural	TO BE REMOVED VIA PAA
Shutoff Dampers	(IIB2)	S5 - Mechanical	Ryan Special Engineering Inspections, P.C.
HVAC-R & Service Water Heating Equipment	(IB3), (IIB3)	S4 - Plumbing, S5 - Mechanical	Ryan Special Engineering Inspections, P.C.
HVAC-R & Service Water Heating System Controls	(IB4), (IIB4)	S4 - Plumbing, S5 - Mechanical	Ryan Special Engineering Inspections, P.C.
HVAC-R & Service Water Piping Design & Insulation	(IB5), (IIB5)	S4 - Plumbing, S5 - Mechanical	Ryan Special Engineering Inspections, P.C.
Duct Leakage testing, insulation & design	(IB6), (IIB6)	S5 - Mechanical	TO BE REMOVED VIA PAA
Metering	(IC1), (IIC1)	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Exterior Lighting power	(IIC2)	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Lighting controls	(IC2), (IIC3)	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Electrical Motors & Elevators	(IIC4)	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Lighting in Dwelling Units	(IIC5)	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Interior lighting power	(IIC6)	I1 - Architectural	Ryan Special Engineering Inspections, P.C.
Maintenance Information	(ID1), (IID1)	I1 - Architectural, S4 - Plumbing, S5 - Mechanical	Ryan Special Engineering Inspections, P.C.

V. Violations

*None. Sponsor will cure any outstanding violations prior to closings

W. Unit Information

There will be 18 residential units:

Floor	Unit	Type	Bedrooms	Bath	Interior SF	Duplex Per FI	Exterior SF
1ST & C	1A	DUPLEX	2	2.5	2,761	1st: 1,659 Cellar: 1,102	
	1B	SIMPLEX	1	1	649		
2ND	2A	SIMPLEX	2	2	1,200		
	2B	SIMPLEX	1	1	646		
	2C	SIMPLEX	1	1	800		
	2D	SIMPLEX	2	2.5	1,672		668
	2E	SIMPLEX	2	2.5	1,665		561
3RD	3A	SIMPLEX	3	3	1,431		
	3B	SIMPLEX	2	2	1,215		
	3C	SIMPLEX	2	2.5	1,672		

	3D	SIMPLEX	2	2.5	1,665		
4TH	4A	SIMPLEX	3	3	1,654		
	4B	SIMPLEX	2	2.5	1,570		443
	4C	SIMPLEX	3	3.5	1,789		553
5TH & 6TH	5A	SIMPLEX	2	2	1,347		
	PHA	DUPLEX	4	4.5	3,048	5TH: 1,650, 6TH: 1,321, R: 77	1,518
	PHB	DUPLEX	4	3.5	2,943	5TH: 1,415 6TH: 1,466, R: 62	1,309
	PHC	DUPLEX	3	2.5	2,380	5TH: 642, 6TH: 1,655, R: 83	1,770

2. Ceiling heights in the Residential Units may range from floor to floor based on actual field conditions. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the below stated heights and may also vary from room to room. The following are an approximate:

NAME AS FLOOR	ENTRY/FOYER	LIVING ROOM	BEDROOMS	BATHROOMS
1ST FLOOR	9' TO 11'-2"	10'7"	10'-7"	8'-6" TO 9'-0"
2ND FLOOR	10' TO 11'-2"	11'-2"	11'-2"	8'-6" TO 9'-0"
3RD FLOOR	10' TO 11'-2"	11'-2"	11'-2"	8'-6" TO 9'-0"
4TH FLOOR	9'6" TO 11'-2"	11'-2"	11'-2"	8'-6" TO 9'-0"
5TH FLOOR	8'4" TO 10'	11'2"	11'-2"	8'-6" TO 9'-0"
6TH FLOOR	10' TO 12'-7"	12'-7"	12'-7"	8'-6" To 9'-0"

3. Finish Schedule (Subject to the Sponsor's right to make substitutions of equal or better quality as recognized by industry standards for performance efficiency longevity and/or other classifications as applicable):

a. All Residential Units:

- i. Flooring: 7" wide , 5/8" thick engineered Oak flooring, UV Oil light wire brush natural finish with Acoustical underlayment. Hallways and transitions to be 5" engineered Oak flooring, UV Oil light wire brush natural finish with Acoustical underlayment, providing the required 50 STC and ICC ratings. The wood flooring is manufactured by Madera Trade and carries no warranty.
- ii. Walls: 5/8" Gypsum Board finish Painted Benjamin Moore or equal.
- iii. Ceilings: Gypsum board or foam assembly to ensure sharp edges and corners, finish painted Benjamin Moore or equal. Slab ceilings with cover coat and painted Benjamin Moore or equal.
- iv. Baseboard, Door and Window Trim: Paint Grade wood window sill, sheetrock baseboard, window and door jambs and headers.

b. Typical Kitchen:

- i. 7" wide , 5/8" thick engineered Oak flooring, UV Oil light wire brush natural finish with Acoustical underlayment. Hallways and transitions to be 5" engineered Oak flooring, UV Oil light wire brush natural finish with Acoustical underlayment, providing the required 50 STC and ICC ratings. The wood flooring is manufactured by Madera Trade and carries no warranty.
- ii. Kitchen Cabinetry: Oak Veneer with designer grade oak wood knobs and pulls; Hafele hinges and drawer slides, or equal
- iii. Countertop: Celeste Grigio Marble with Oak wrapped knife edge, honed finish or similar.

c. Typical Bathroom:

- i. Floors: Ceramic Tile natural finish, 1500 Sanded Grout
- ii. Walls: 5/8" Gypsum Board finish Painted Benjamin Moore or equal.
- iii. Ceiling: Gypsum board or foam assembly to ensure sharp edges and corners, finish painted Benjamin Moore or equal.
- iv. Shower: Ceramic Tile -, natural finish, 1500 Sanded Grout.

d. Non-Residential Unit Spaces: The following is a form of schedule to be given for each floor.

Room	Floor	Walls	Ceiling	Remarks, if any
Gym/Resident Lounge Room	Rubber Tile-Eco Surfaces-Forest Rx-Colors TBD	5/8" Gypsum Board finish	Gypsum board, Wallpaper TBD	Partial Exposed Brick Walls,

		Painted Benjamin Moore or equal.		Painted BM Or Equal
Corridors	Carpet Tile- ¼"Milliken- Coastline Americas	5/8" Gypsum Board finish Painted Benjamin Moore or equal.	Gypsum board	-
Cellar - Finished	Porcelain Tile- Arena Matrix- Natural-Cinder 12*24"	5/8" Gypsum Board finish Painted Benjamin Moore or equal.	Gypsum board	-
Cellar - Unfinished	Concrete – PTD BM or Equal	5/8" Gypsum Board finish Painted Benjamin Moore or equal	Exposed Board Formed Concrete	BOH, Egress Stairs, Mechanical Space, Refuse Rm's
Garage	Traffic Coating – Tremco – Vulkem 350 NF	CMU	Exposed Board Formed Concrete	-
Lobby	Marble – Pelle Grigio Vein Cut - Honed	Marble – Pelle Grigio Vein Cut - Honed	Exposed Board Formed Concrete	-

4. Appliance Schedule (Subject to sponsors right to make substitutions of equal or better quality as recognized by industry standards for performance efficiency longevity and/or other classifications as applicable):

Kitchen Appliance Schedule						
Fixture	ID	Manufacturer	Model No.	Size	Finish	Unit Locations
Dishwasher	4	Cove	DW2451	23 5/8"	Panel Ready	All
Beverage Center	9	Sub Zero	DEU2450BG/L	24"	Panel Ready - Stainless	All except 1B, 2B, 2C, & 3B
Microwave	11	Wolf	MD24TE/S	23 7/8"	Stainless	All except 1B, 2B, 2C, 3B, PHA, PHB, & PHC
Microwave Flush Vent	-	Wolf	822113	-	Stainless	All except 1B, 2B, 2C, 3B, PHA, PHB, & PHC
Hood / Integrated Blower	6	Best	HBN1246SS	24"	Stainless	1B, 2B, 2C, & 3B Only
Hood	6	Wolf	PL462212	48"	Stainless	All except 1B, 2B, 2C, & 3B
Blower	6	Wolf	814421	-	-	All except 1B, 2B, 2C, 3B, PHA, PHB, & PHC
Blower 2	6	Wolf	814423	-	-	PHA, PHB, PHC Only
Cooktop	5B	Wolf	CI30460T/S	30"	Black Glass	All except 1B, 2B, 2C, & 3B
Cooktop 2	5A	Wolf	CI243TF/S	24"	Black Glass	1B, 2B, 2C, & 3B Only
Griddle/Grill Mod.	12	Wolf	GM15TF/S	15"	Stainless	All except 1B, 2B, 2C, & 3B
Oven	13	Wolf	SO3050PM/S/P	30"	Stainless	All except 1B, 2B, 2C, & 3B
Wine Cooler	8	Sub-Zero	DEU2450W	24"	Panel Ready - Stainless	PHA, PHB, PHC Only
Fridge	7A	Sub Zero	DET3650Ci/L	36"	Panel Ready	All except 1B, 2B, 2C, & 3B
Fridge 2	7B	Sub Zero	DET3050Ci/L	30"	Panel Ready	1B, 2B, 2C, & 3B Only
Speed Oven	10A	Wolf	SPO24TE/S/TH	23.5 "	Stainless	1B, 2B, 2C, & 3B Only
Speed Oven 2	10B	Wolf	SPO30PM/S/PH	30"	Stainless	PHA, PHB, PHC Only

Laundry Appliance Schedule						
Laundry Tower	2	LG	LGWKHC152HWA	24"	White	All
Laundry Hardware	-	Misc	Power Cord + Waterline	-	-	All
Amenity Washer	14	Speed Queen	LFNE5RSP115TW 01	33"	White	Amenity
Amenity Dryer	15	Speed Queen	LDEE7RGS173TW 01	33"	White	Amenity
Amenity W/D Hardware	-	Prime	PRD100406L	6'	-	Amenity

5. Plumbing Schedule: (Subject to sponsors right to make substitutions of equal or better quality as recognized by industry standards for performance efficiency longevity and/or other classifications as applicable):

Kitchens				
Location	Fixture	Manufacturer	Model Number	Finish
Kitchen	Kitchen Sink	Kohler	K-23651-NA	Stainless
Kitchen	Kitchen Sink	Kohler	K-23650-NA	Stainless
Kitchen	Kitchen Sink	Kohler	K-5540-NA	Stainless
Kitchen	Garbage Disposal	inSinkerator	P704-23D-83-10	-
Kitchen	Kitchen Faucet	Blanco	B527479	PVD Steel
Primary Baths with Tubs - All Units Except 1B, 2B, 2C, & 3B				
Location	Fixture	Manufacturer	Model Number	Finish
Primary Bath	Sink Faucet (L)	Phylrich	230-09-15A	Pewter
Primary Bath	Sink Faucet (R)	Phylrich	230-09-15A	Pewter
Primary Bath	Wall Tub Spout	Phylrich	D1130X3	Pewter
Primary Bath	Hand Shower	Phylrich	3-782-15A	Pewter
Primary Bath	Hand Shower Hose	Phylrich	P3-049-15A	Pewter
Primary Bath	Hand Shower Support Holder and Connector	Phylrich	P-PK6007-15A	Pewter
Primary Bath	Diverter Valve Trim (for Tub)	Phylrich	4-013-15A	Pewter
Primary Bath	3/4" Thermostatic Valve with 2 Way Diverter	Phylrich	1-142	-
Primary Bath	Tub	MTI	S94DM-WH-UM	Dolomatte
Primary Bath	Tub Drain	Mountain Plumbing	SP-MBDWUNV22PEW	Pewter
Primary Bath	Diverter Valve Trim (Shower)	Phylrich	4-013-15A	Pewter
Primary Bath	3/4" Thermostatic Valve with 2 Way Diverter	Phylrich	1-142	-
Primary Bath	Showerhead	Phylrich	P3-334-15A	Pewter
Primary Bath	Straight Arm for Shower	Phylrich	11207-015A	Pewter
Primary Bath	Contemporary Escutcheon Base 10550	Phylrich	10550-015A	Pewter
Primary Bath	Hand Shower	Phylrich	3-782-15A	Pewter
Primary Bath	Hand Shower Hose	Phylrich	P3-049-15A	Pewter
Primary Bath	Adj. Slide Bar w/ Hook	Phylrich	PK6025-15A	Pewter
Primary Bath	Hand Shower Connector (Shower)	Phylrich	PK600415A	Pewter
Primary Bath	Drain	Infinity	TDS42ISS	Tile

Primary Bath	Wall Hung Toilet	Toto	TCT426CFGT4001	Cotton
Primary Bath	Washlet / Soft Close Seat	Toto	SW3084T40#01	White
Primary Bath	In Wall Tank System	Toto	WT173MA	-
Primary Bath	Cast Iron Outlet Elbow	Toto	THU335	-
Primary Bath	Push Plate	Toto	YT980SS	Stainless
Primary Bath	Washlet Adapter	Toto	THU805	-
Primary Bath	Towel Bar	Phylrich	120-71-15A	Pewter
Primary Bath	Robe Hook	Phylrich	120-76-15A	Pewter
Primary Bath	Toilet Tissue Holder	Phylrich	120-74-15A	Pewter
Primary Baths without Tubs - Units 1B, 2B, 2C, & 3B				
Location	Fixture	Manufacturer	Model Number	Finish
Primary Bath	Sink Faucet	Phylrich	230-09-15A	Pewter
Primary Bath	Diverter Valve Trim (Shower)	Phylrich	4-013-15A	Pewter
Primary Bath	3/4" Thermostatic Valve with 2 Way Diverter	Phylrich	1-142	-
Primary Bath	Showerhead	Phylrich	P3-334-15A	Pewter
Primary Bath	Straight Arm for Shower	Phylrich	11207-015A	Pewter
Primary Bath	Contemporary Escutcheon Base 10550	Phylrich	10550-015A	Pewter
Primary Bath	Hand Shower	Phylrich	3-782-15A	Pewter
Primary Bath	Hand Shower Hose	Phylrich	P3-049-15A	Pewter
Primary Bath	Adj. Slide Bar w/ Hook	Phylrich	PK6025-15A	Pewter
Primary Bath	Hand Shower Connector (Shower)	Phylrich	PK600415A	Pewter
Primary Bath	Drain	Infinity	TDS42ISS	Tile
Primary Bath	Wall Hung Toilet	Toto	TCT426CFGT4001	Cotton
Primary Bath	Washlet / Soft Close Seat	Toto	SW3084T40#01	White
Primary Bath	In Wall Tank System	Toto	WT173MA	-
Primary Bath	Cast Iron Outlet Elbow	Toto	THU335	-
Primary Bath	Push Plate	Toto	YT980SS	Stainless
Primary Bath	Washlet Adapter	Toto	THU805	-
Primary Bath	Towel Bar	Phylrich	120-71-15A	Pewter
Primary Bath	Robe Hook	Phylrich	120-76-15A	Pewter
Primary Bath	Toilet Tissue Holder	Phylrich	120-74-15A	Pewter
Secondary Baths with Tubs - Only Featured in Units 4C, PHA, PHB, & PHC - 1 per.				
Location	Fixture	Manufacturer	Model Number	Finish
Secondary Bath	Sink Faucet	Phylrich	230-09-015	Satin Nickel
Secondary Bath	Showerhead	Phylrich	3-083-015	Satin Nickel
Secondary Bath	Shower Arm	Phylrich	P16008-015	Satin Nickel
Secondary Bath	Round Flange	Phylrich	3-700-015	Satin Nickel
Secondary Bath	Diverter Valve Trim (Tub/Shower) 3/4 Trans	Phylrich	4-013-015	Satin Nickel

Secondary Bath	1/2" Mini Thermostatic Valve with Volume Control	Phylrich	1-117	-
Secondary Bath	Hand Shower	Phylrich	3-782-015	Satin Nickel
Secondary Bath	Hand Shower Hose	Phylrich	P3-049-015	Satin Nickel
Secondary Bath	Holder and Connector	Phylrich	PK6007-015	Satin Nickel
Secondary Bath	Tub Spout	Phylrich	D1130X3-015	Satin Nickel
Secondary Bath	Tub	Kohler	K-1121-L-0	White
Secondary Bath	Tub Drain	Kohler	K7271-BN	Brushed Nickel
Secondary Bath	Toilet Bowl	Toto	TCT446CEFGNT4001	Cotton
Secondary Bath	Toilet Bowl Tank	Toto	TST448EMNA01	Cotton
Secondary Bath	Soft Close Seat	Toto	TSS12401	Cotton
Secondary Bath	Towel Bar	Phylrich	120-70-015	Satin Nickel
Secondary Bath	Robe Hook	Phylrich	120-76-015	Satin Nickel
Secondary Bath	Toilet Tissue Holder	Phylrich	120-74-015	Satin Nickel
Secondary Bath	Medicine Cabinet	Robern	MR2440D4FPE0	-
Secondary Bath	Medicine Cabinet Light	Robern	GLA40ELPS3D	-
Secondary Baths with Shower - All Units Except 1B, 2B, & 2C				
Location	Fixture	Manufacturer	Model Number	Finish
Secondary Bath	Sink Faucet	Phylrich	230-09-015	Satin Nickel
Secondary Bath	Showerhead	Phylrich	3-083-015	Satin Nickel
Secondary Bath	Shower Arm	Phylrich	P16008-015	Satin Nickel
Secondary Bath	Round Flange	Phylrich	3-700-015	Satin Nickel
Secondary Bath	Pressure Balance Shower Plate & Handle Trim	Phylrich	SP-P4-500-15	Satin Nickel
Secondary Bath	1/2 " Pressure Balancing Valve	Phylrich	DFPHY	-
Secondary Bath	Drain	Infinity	QD42ISS	Satin Stainless
Secondary Bath	Toilet Bowl	Toto	TCT446CEFGNT4001	Cotton
Secondary Bath	Toilet Bowl Tank	Toto	TST448EMNA01	Cotton
Secondary Bath	Soft Close Seat	Toto	TSS12401	Cotton
Secondary Bath	Towel Bar	Phylrich	120-70-015	Satin Nickel
Secondary Bath	Robe Hook	Phylrich	120-76-015	Satin Nickel

Secondary Bath	Toilet Tissue Holder	Phylrich	120-74-015	Satin Nickel
Secondary Bath	Medicine Cabinet	Robern	MR2440D4FPE0	-
Secondary Bath	Medicine Cabinet Light	Robern	GLA40ELPS3D	-
Powder Rooms - Units 1A, 2D, 2E, 3C, 3D, 4B, 4C, PHA, PHB, PHC				
Location	Fixture	Manufacturer	Model Number	Finish
Powder Room	Sink Faucet - Wall Mount	Phylrich	SP-P230-15-015	Satin Nickel
Powder Room	Set Valve	Phylrich	P9090536	-
Powder Room	Drain - Push to Close	Phylrich	SP-P3-545-15A	Satin Nickel
Powder Room	Wall Hung Toilet	Toto	TCT426CFGT4001	Cotton
Powder Room	Washlet / Soft Close Seat	Toto	SW3084T40#01	White
Powder Room	In Wall Tank System	Toto	WT173MA	-
Powder Room	Cast Iron Outlet Elbow	Toto	THU335	-
Powder Room	Push Plate	Toto	YT980SS	Stainless
Powder Room	Washlet Adapter	Toto	THU805	-
Powder Room	Robe Hook	Phylrich	120-76-15A	Satin Nickel
Powder Room	Toilet Tissue Holder	Phylrich	120-74-15A	Satin Nickel
Amenity Bathrooms - (2) Total				
Location	Fixture	Manufacturer	Model Number	Finish
Amenity Space	Sink Faucet	Phylrich	230-09-015	Satin Nickel
Amenity Space	Toilet Bowl	Toto	CT728CUVG01	Cotton
Amenity Space	Toilet Seat	Toto	SC13401	Cotton
Amenity Space	Flushometer Valve for Back Spud	Toto	TET2LB31SS	-
Amenity Space	Cast Iron Horizontal Left Hand Fitting	Watts	WCA100LPF	-
Amenity Space	Standard Metal Faceplate Accessory	Watts	WISFP1	-
Amenity Space	Hand Dryers	Bobrick	B7128115V	-
Amenity Space	Robe Hook	Phylrich	120-76-15A	Satin Nickel
Amenity Space	Toilet Tissue Holder	Phylrich	120-74-15A	Satin Nickel
Amenity Space	ADA Sinks	Nameeks	037100-U	White
Super's Bathroom				
Location	Fixture	Manufacturer	Model Number	Finish
Super's Bath	Sink Faucet	Phylrich	230-09-015	Satin Nickel

Super's Bath	Toilet Bowl	Toto	CT728CUVG01	Cotton
Super's Bath	Toilet Seat	Toto	SC13401	Cotton
Super's Bath	Flushometer Valve for Back Spud	Toto	TET2LB31SS	-
Super's Bath	Cast Iron Horizontal Left Hand Fitting	Watts	WCA100LPF	-
Super's Bath	Standard Metal Faceplate Accessory	Watts	WISFP1	-
Super's Bath	Hand Dryers	Bobrick	B7128115V	-
Super's Bath	Robe Hook	Phylrich	120-76-15A	Sartin Nickel
Super's Bath	Toilet Tissue Holder	Phylrich	120-74-15A	Sartin Nickel
Super's Bath	ADA Sinks	Nameeks	037100-U	White

X. Safety and warning devices.

*Fire Alarm drawings approved by NYC Dept of Buildings and FDNY. No devices currently installed as construction hasn't begun. Devices as follows:

- (i) Common corridors: elevator recall smoke detector. Elevator recall. Fire/Smoke Damper at HVAC ducts penetrating corridor partition. Area use label, "SPRINKLER FIRE ALARM – WHEN BELL RINGS NOTIFY FIRE DEPARTMENT OR POLICE".
- (ii) Refuse Room: Fire sprinkler valve tamper switch. Fire sprinkler water flow detector. Area smoke detector.
- (iii) Common Stairwells: Smoke detector at top of stairwell. Tamper switch. Fire sprinkler water flow detector. Door release device at top and bottom of stairwell.
- (iv) Entry Lobby: Smoke detector. Door release device. Remote annunciator.
- (v) Parking Garage: Smoke detectors.
- (vi) Elevator Shaft: Heat detector. Smoke detector at top of shaft.

Y. Asbestos

*There is no asbestos within the building

Z. Lead-based paint

*There is no lead-based paint within the building

AA. Additional Information Regarding Dimension of Units

1. The square foot area of the Units set forth in the floor plans, Schedule A to the Offering Plan and Schedule B to the Declaration are approximate and were obtained by using the method customarily used in New York City to measure rental, cooperative and condominium apartments. The units were measured from the exterior side of the exterior walls to the midpoint of the interior walls between adjacent Units and to the exterior face of the partitions or walls of any Common Elements or Limited Common Elements, inclusive of any shafts or columns within the Units. Any common elements located within a unit shall not be considered a part of such unit. As is customary in New York City, these square foot areas exceed the usable floor area of each Unit.

(See the Footnotes to Schedule A in Part I of the Plan and the "Description of Property and Improvements" set forth in Part II of the Plan for details.)

2. Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. However, the Board, Sponsor and Sponsor's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same. The clearance between the top of the concrete floor slab and the bottom of the finish ceiling in the Units is indicated in Section V, Residential Unit Information and W, Other spaces., but certain Units and areas within other Units may have clearances of less than indicated in Sections V and W. to accommodate facilities located above the same or otherwise to respond to field conditions.

3. Terraces are measured horizontally from (a) the outside face of exterior walls or glazing of the building to (b) the outside face of the exterior parapet and (c) the outside face of exterior fences. Each Residential Unit's appurtenant area square footage consists of the aggregate of (a) paved surface area, (b) planted areas on terraces, (c) structural columns, and (d) railings. "Terrace" shall mean any terrace, balcony, garden, or other outdoor area which is appurtenant to a Residential Unit as a Residential Limited Common

Element and shall include any pavers, decking and drains, hose bibs, railings, electrical outlets, lighting and light fixtures, enclosures and dividers, exterior parapets, exterior structural elements, and exterior unoccupiable areas installed thereon or a part thereof (as applicable). All such terraces, balconies, gardens, or other outdoor areas are, collectively, referred to as the "Terraces." Terraces are measured horizontally from (a) the outside face of exterior walls or glazing of the building to (b) the outside face of the exterior parapet and (c) the outside face of exterior fences.

4. Residential Unit 1A has a below ground level "Recreation Room" that is not permitted to be used for sleeping or as a living room, and (2) Residential Units 2E and 3D have interior dens not including any windows and are not legal bedrooms.

5. The following documents shall be transmitted to the Condominium Board upon transfer of control, as applicable:

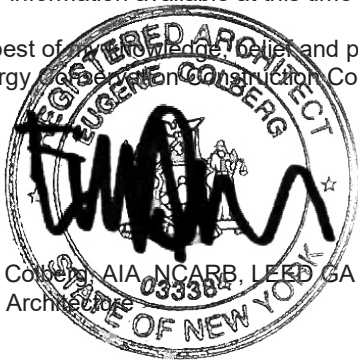
- i. Final as-built drawings, e.g. structural, mechanical, electrical, plumbing, approved shop drawings
- ii. Operation & maintenance manuals for mechanical equipment
- iii. Electronic system manual
- iv. Equipment warranties
- v. Manufacturer's roof warranty
- vi. Major equipment start-up sheets & control system as-built
- vii. Original test & balance report for HVAC system

BB. Further Development

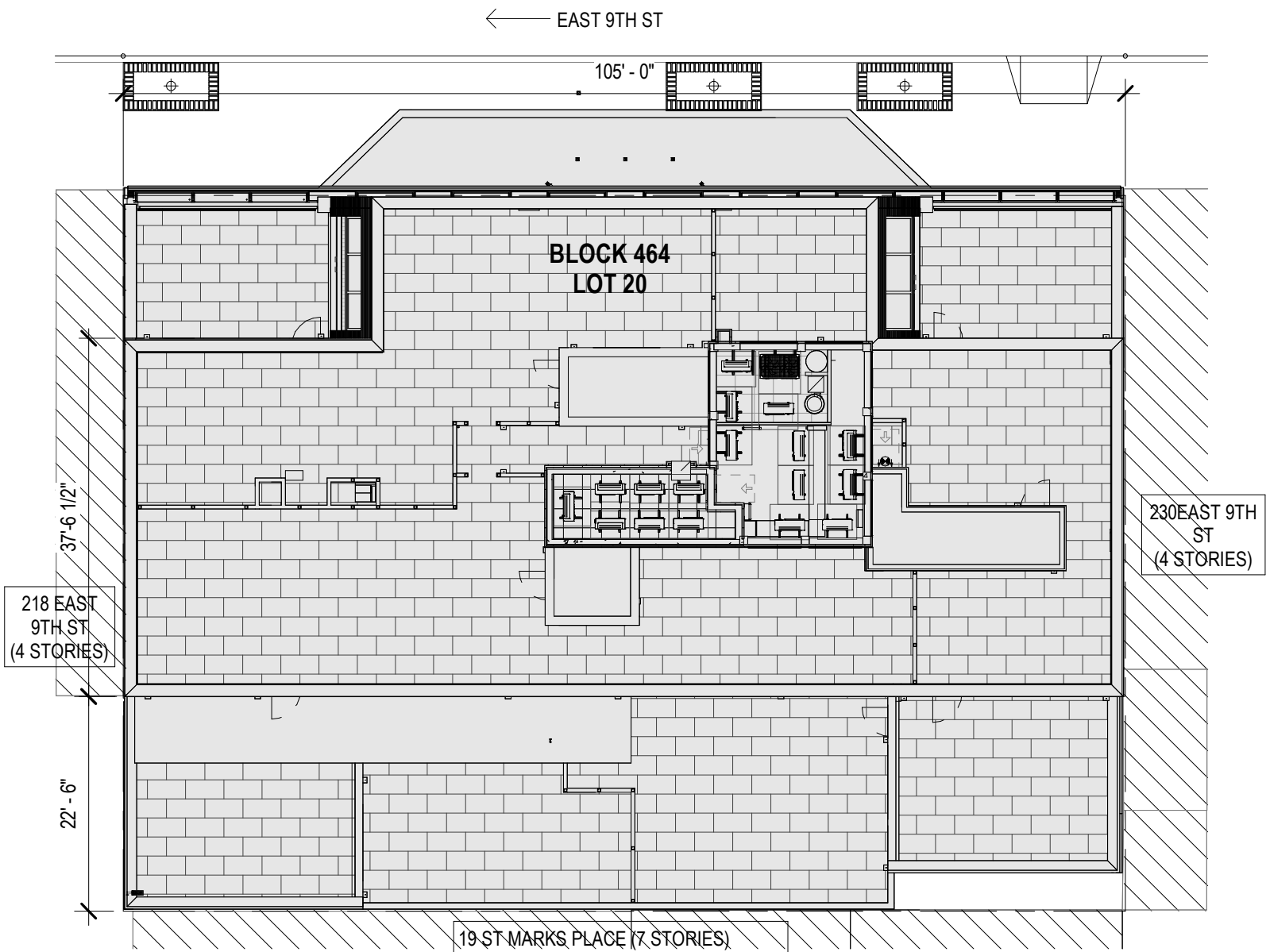
With the information available at this time no further development is anticipated.

To the best of my knowledge, belief, and professional judgment these plans and specifications are in compliance with the Energy Conservation Construction Code of New York City

Eugene Colberg, AIA, NCARB, LEED GA
Colberg Architecture



-End of Report-



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN.

Project Title

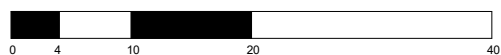
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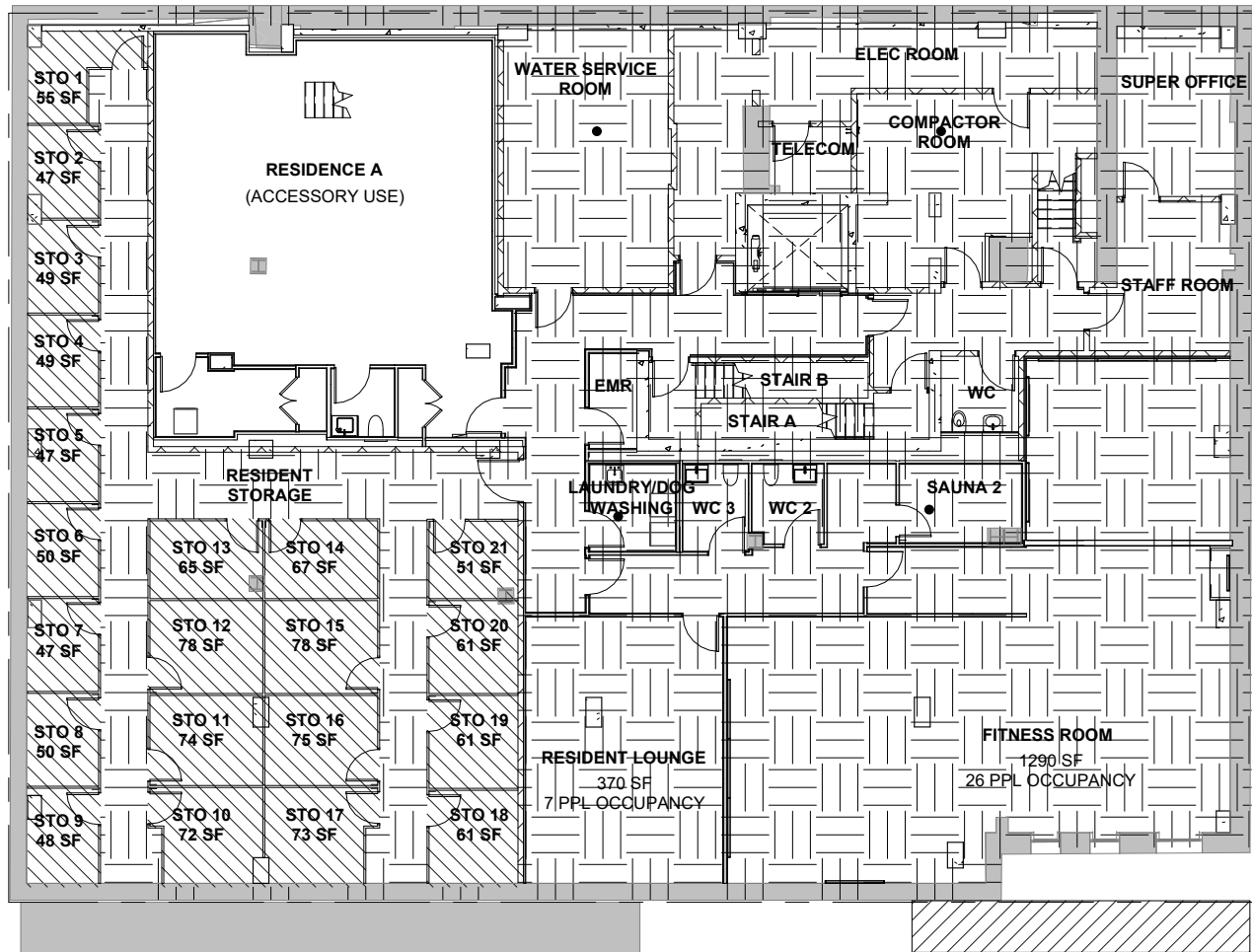
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Sheet Title

Site Plan

07/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN.

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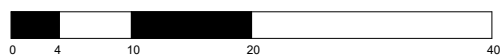
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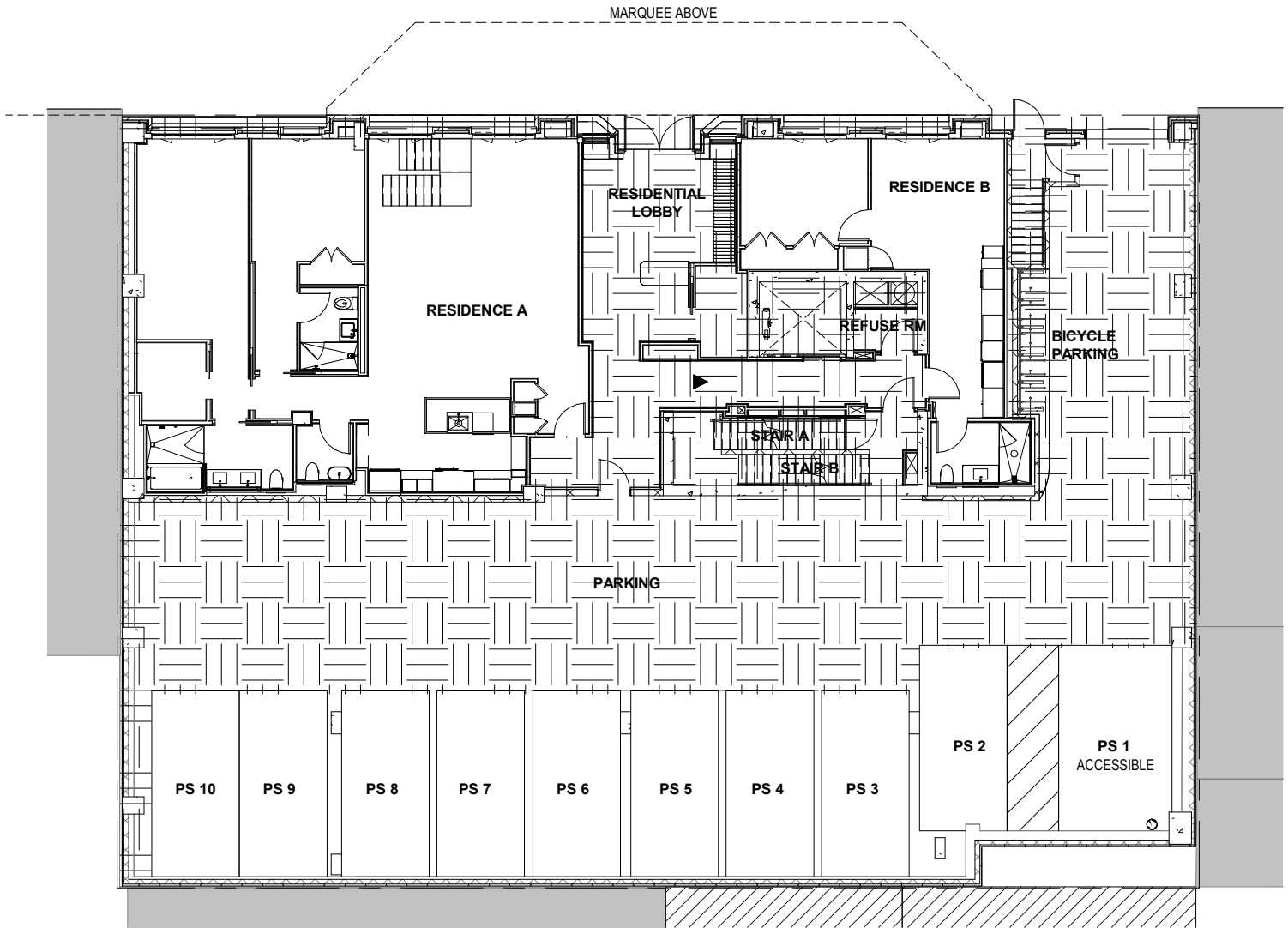
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Sheet Title

CELLAR PLAN

08/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

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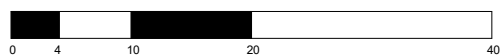
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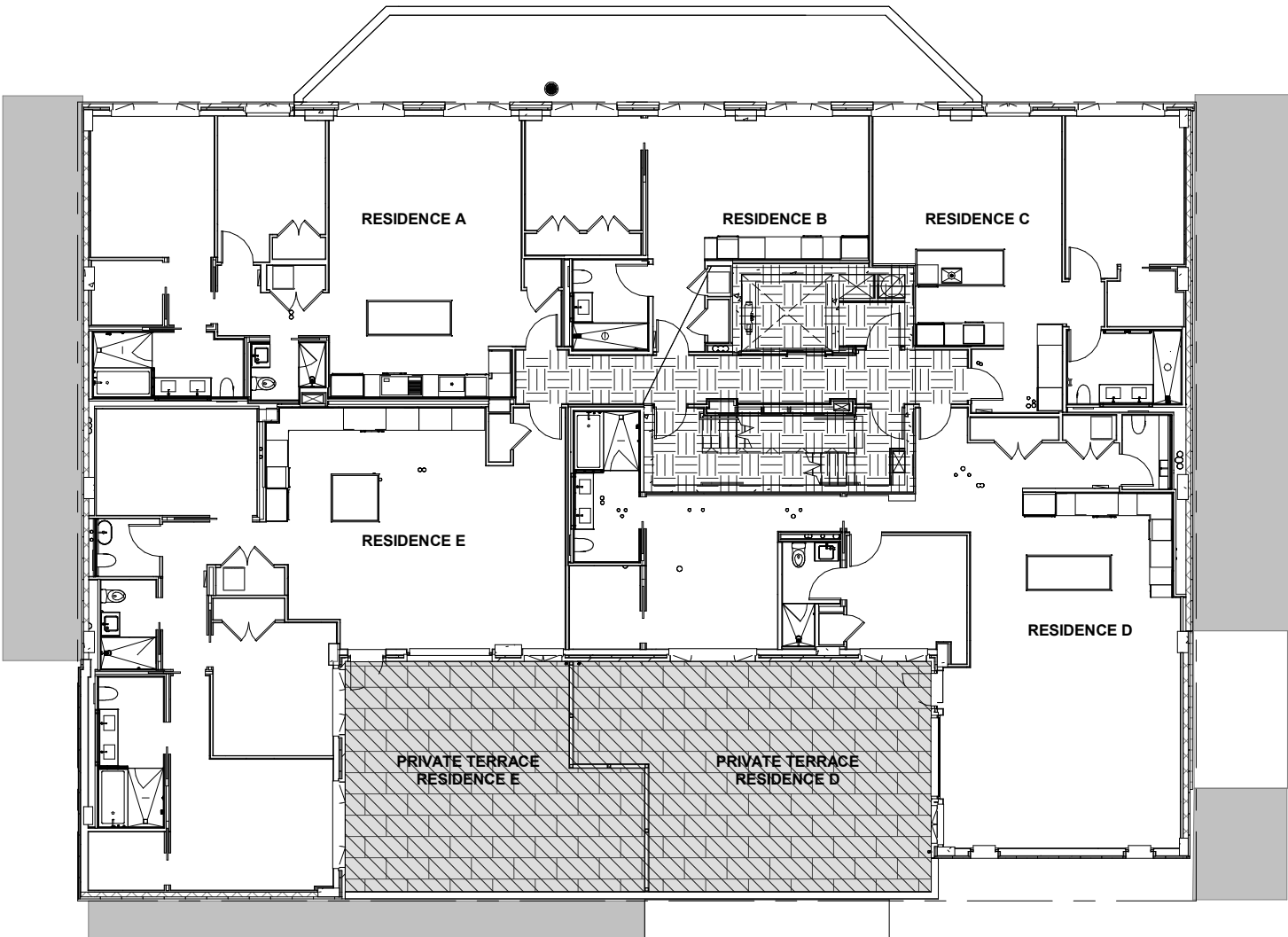
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Sheet Title

First Floor Plan

07/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

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Project Title

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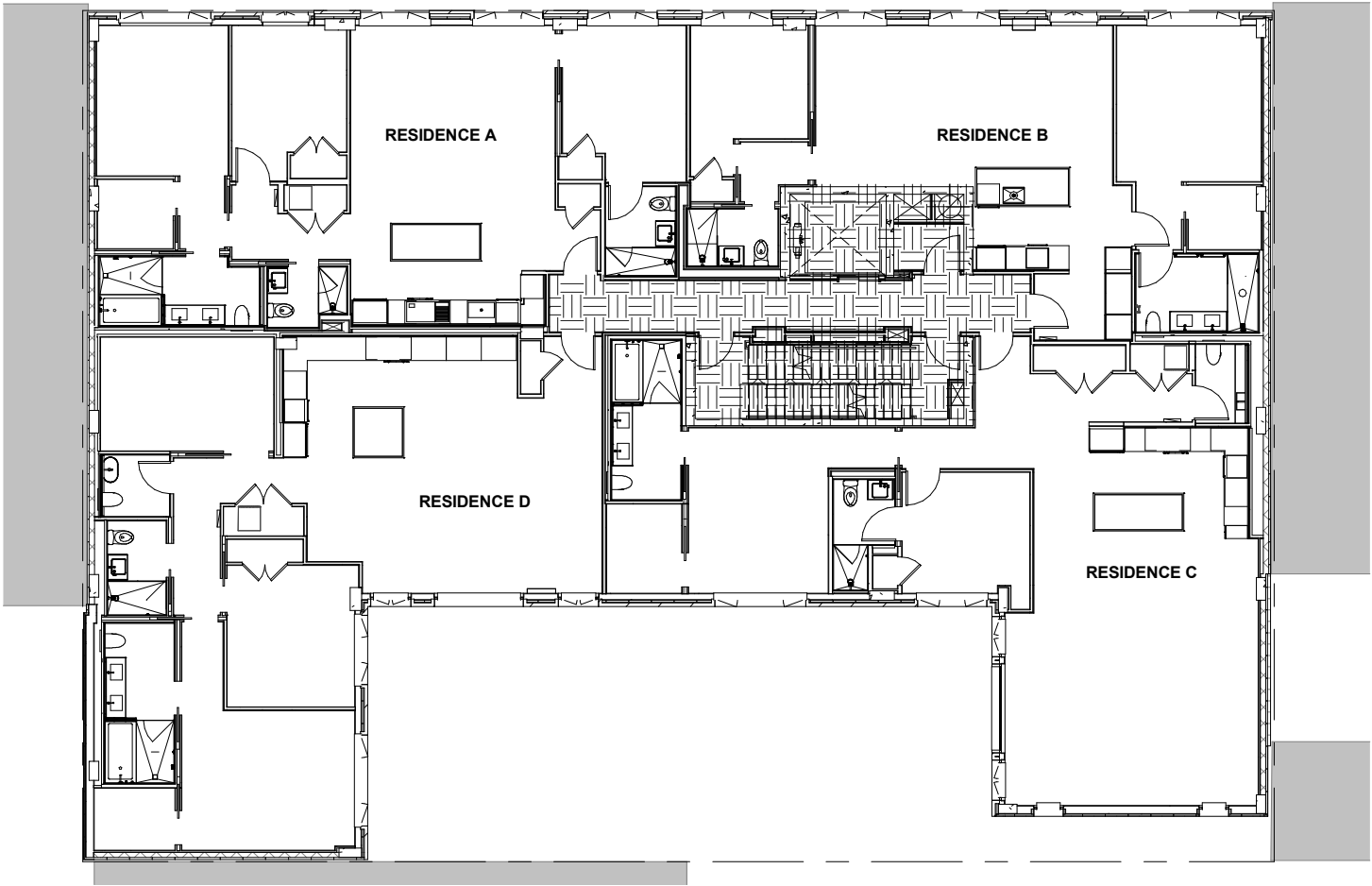
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Sheet Title

Second Floor Plan

07/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

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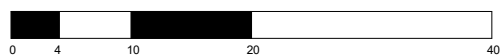
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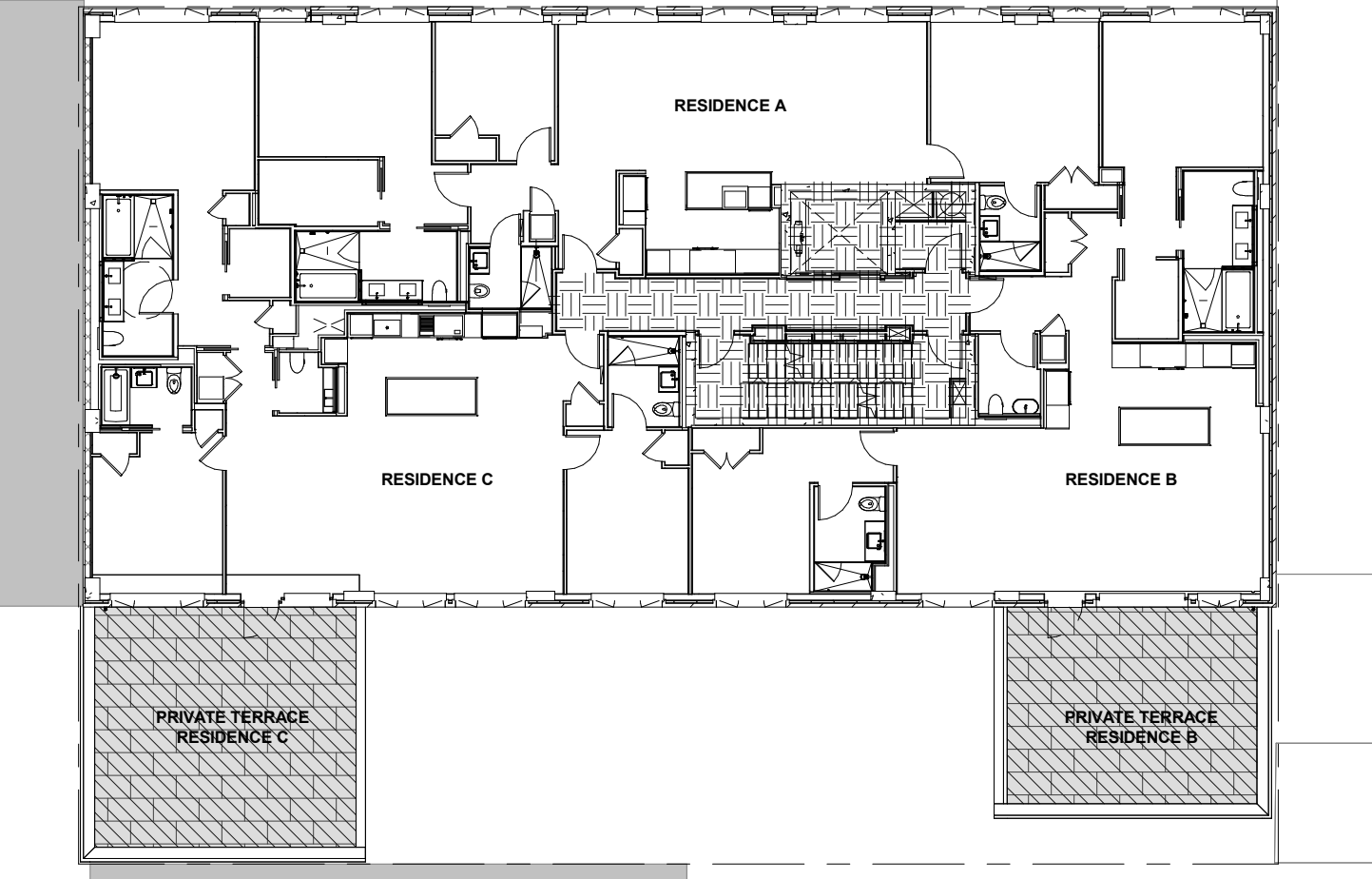
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Sheet Title

Third Floor Plan

07/25/2025





LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT

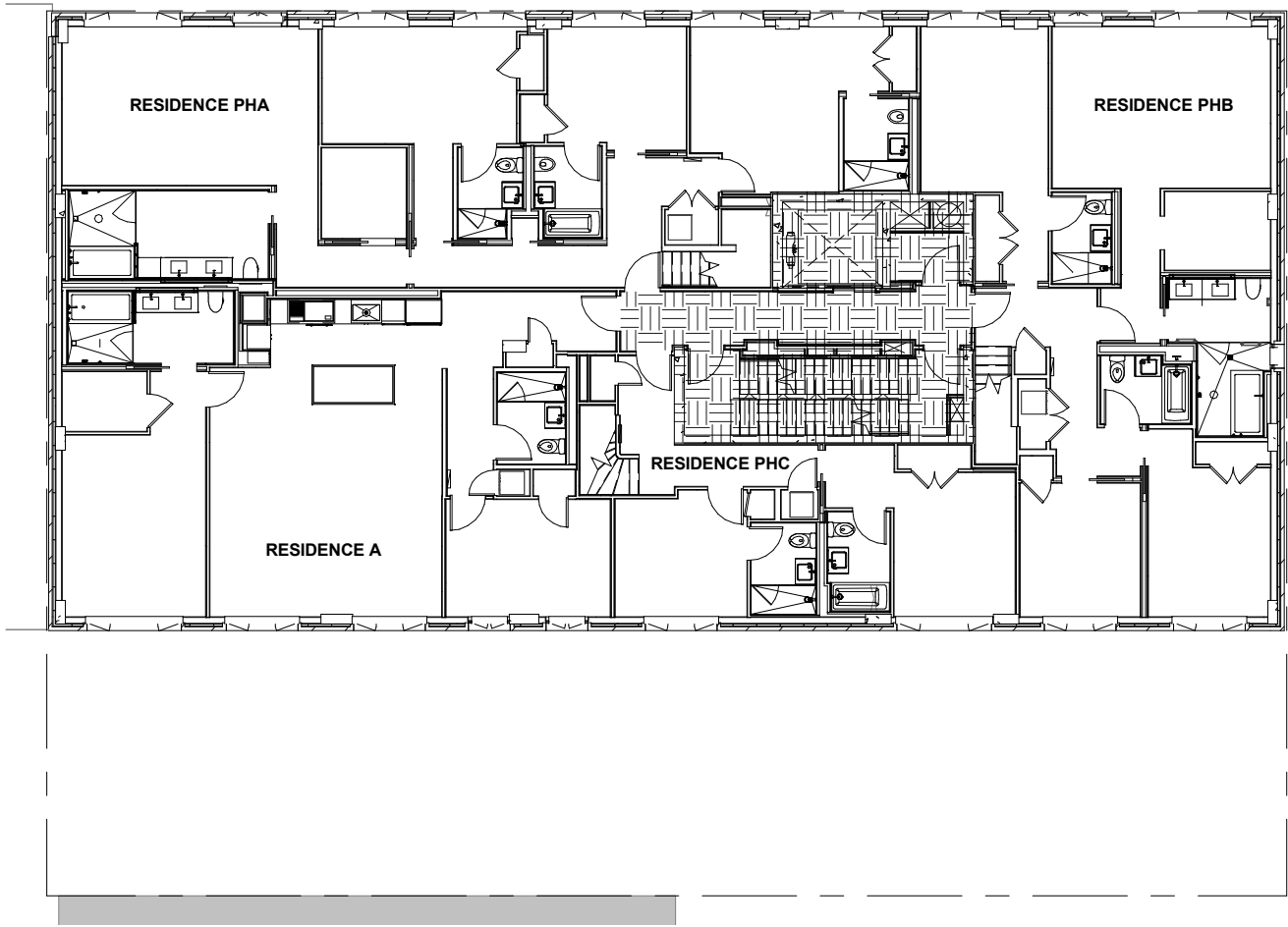
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Project Title
220 E 9TH ST
NEW YORK, NY 10003

Sheet Title
Fourth Floor Plan

07/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

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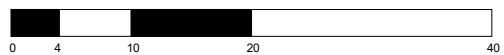
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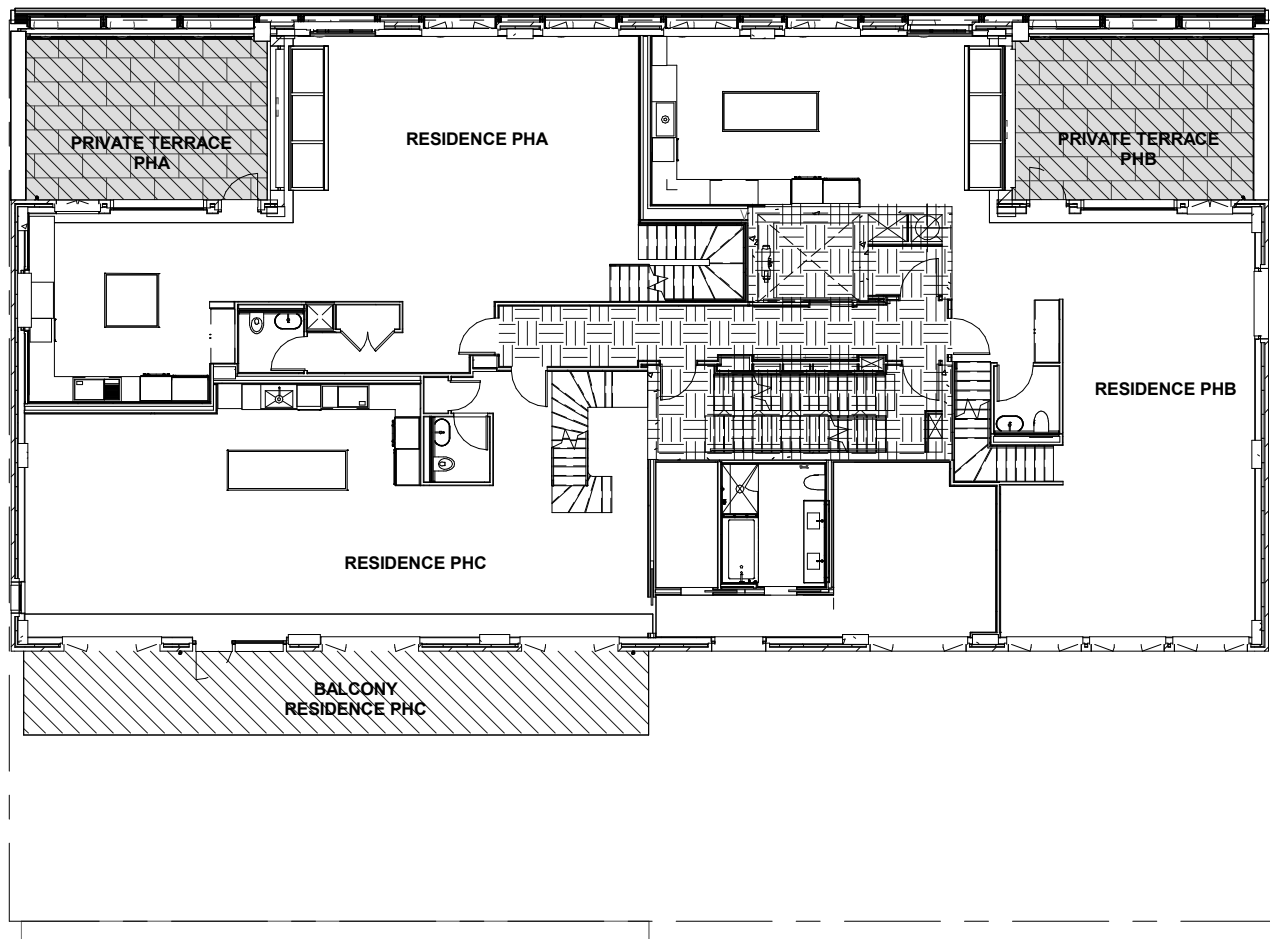
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Sheet Title

Fifth Floor Plan

07/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

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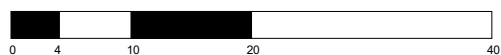
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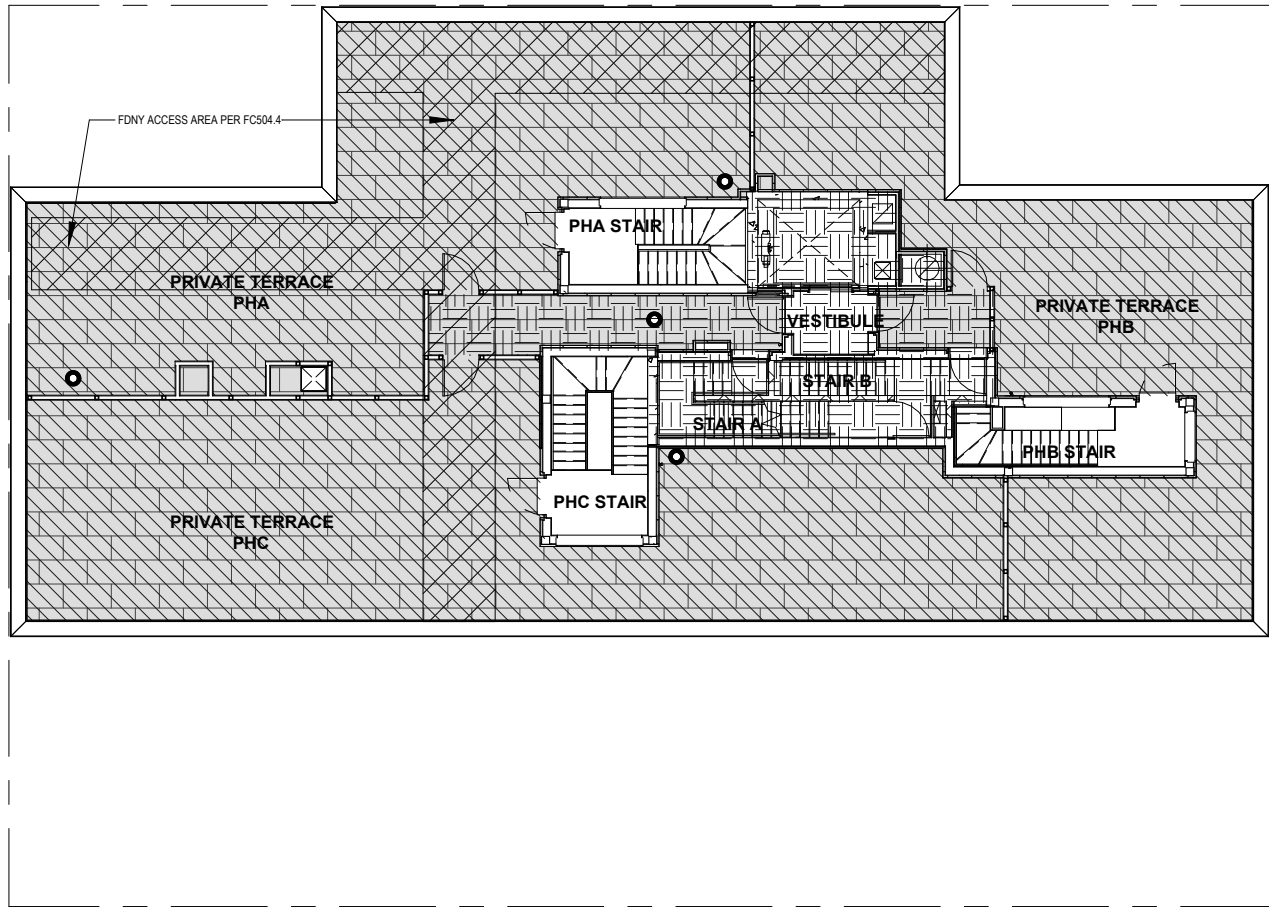
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Sheet Title

Sixth Floor Plan

07/25/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

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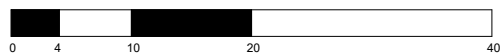
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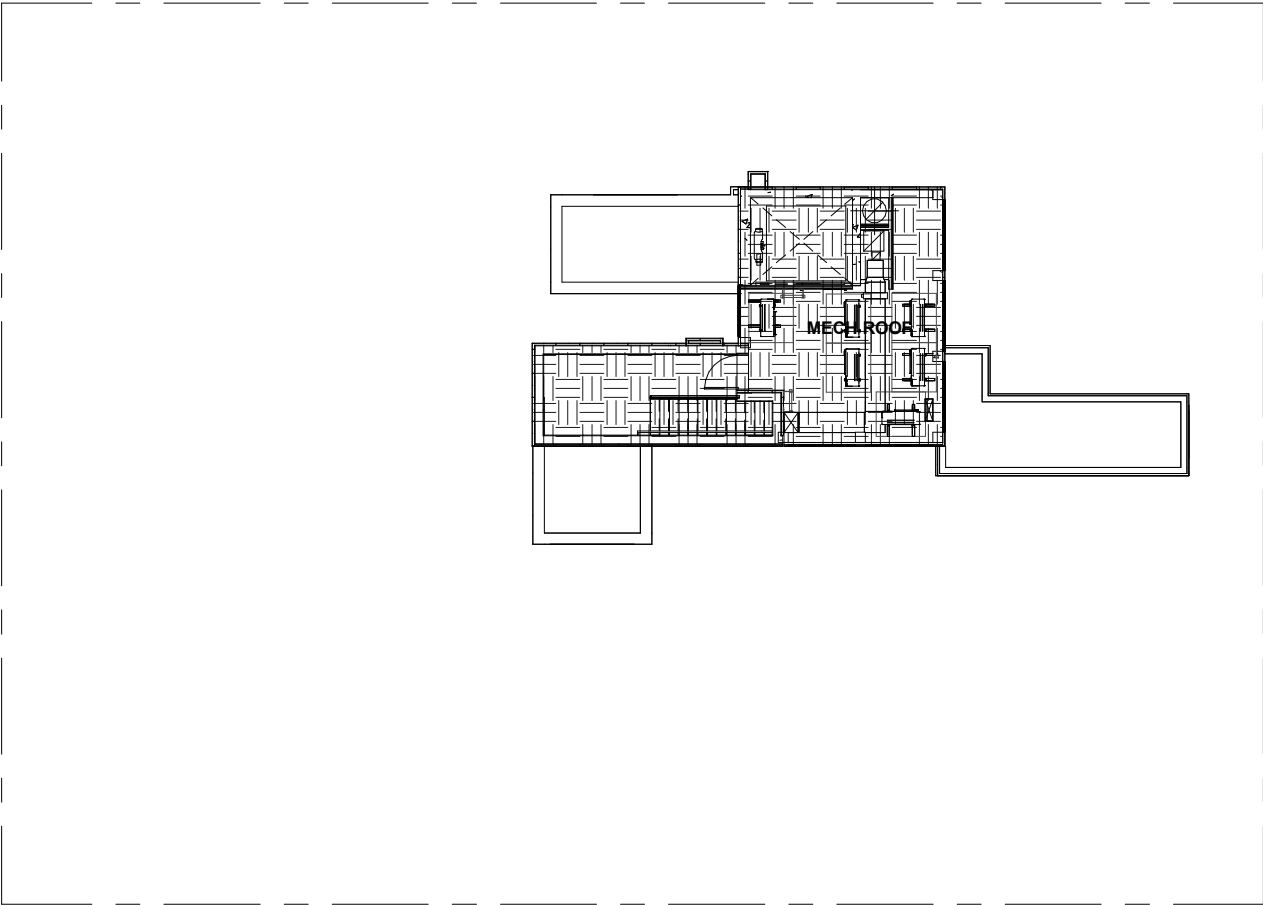
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Sheet Title

Roof Plan

09/04/2025





LEGEND



COMMON ELEMENT



LIMITED COMMON ELEMENT

Project Title

220 E 9TH ST

NEW YORK, NY 10003

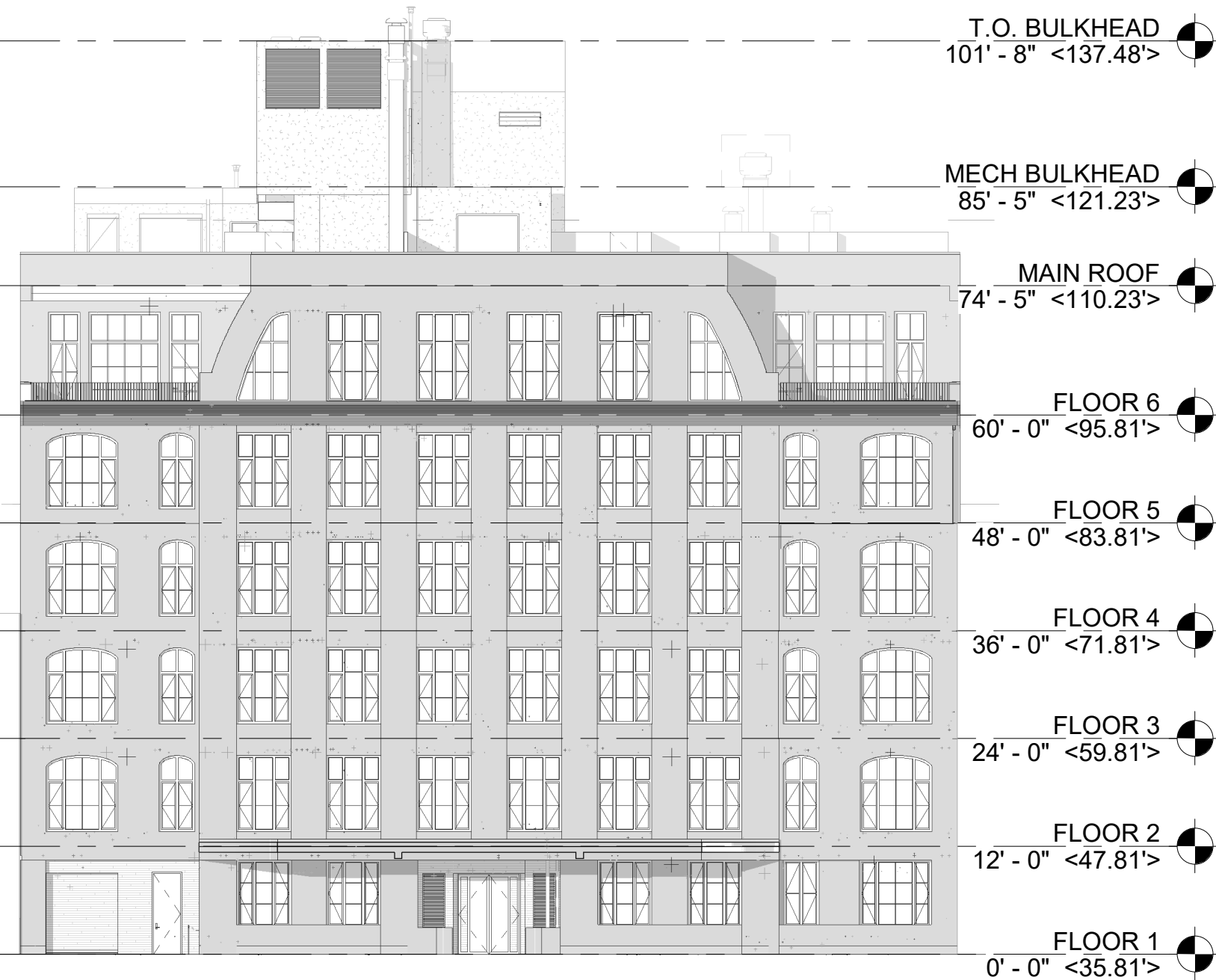
Sheet Title

Bulkhead Floor Plan

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN.

07/25/2025





ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN.

Project Title

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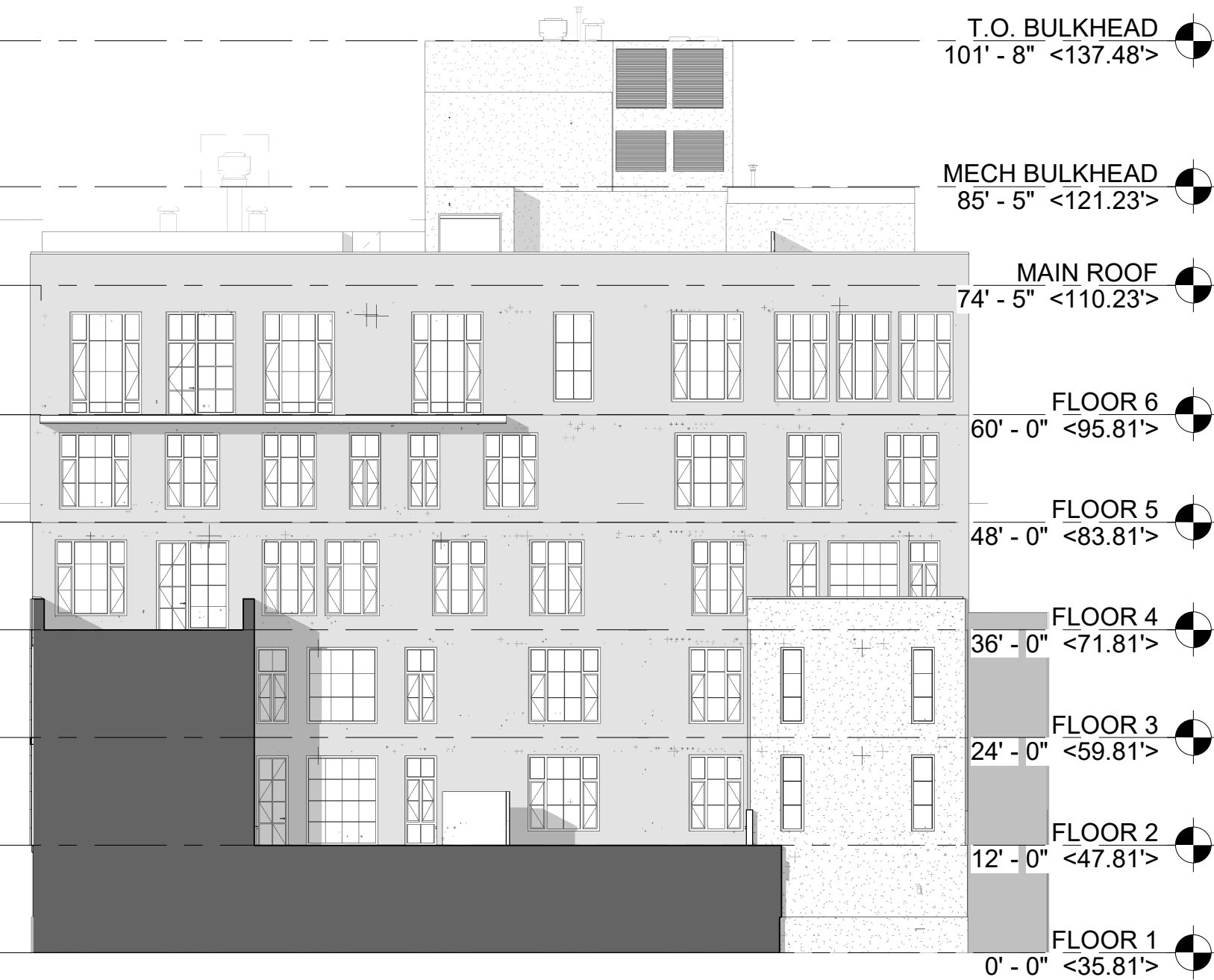
NEW YORK, NY 10003

Sheet Title

North Elevation

07/25/2025





ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN.

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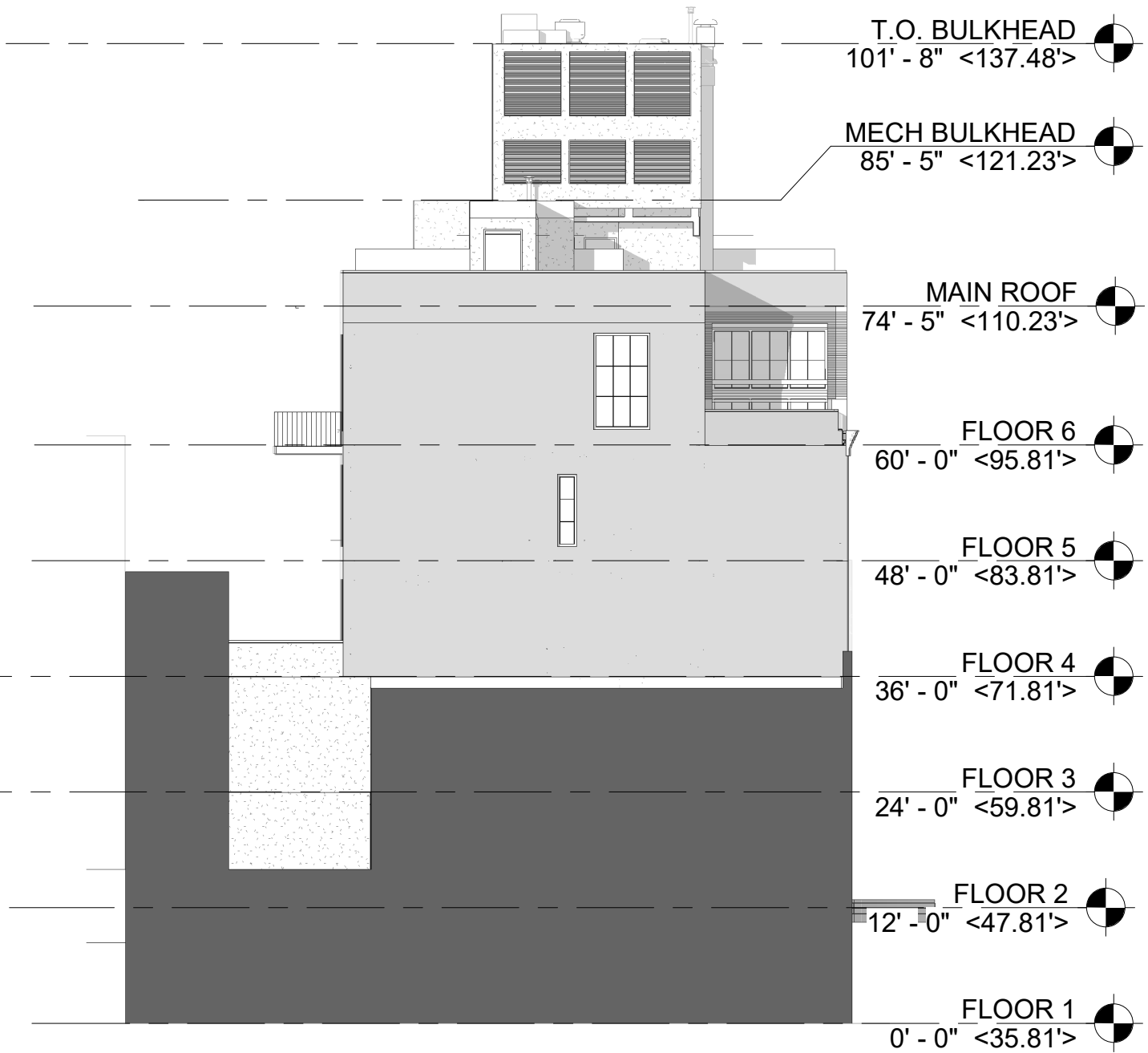
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Sheet Title

South Elevation

07/25/2025





ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION
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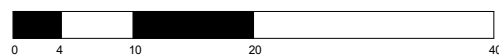
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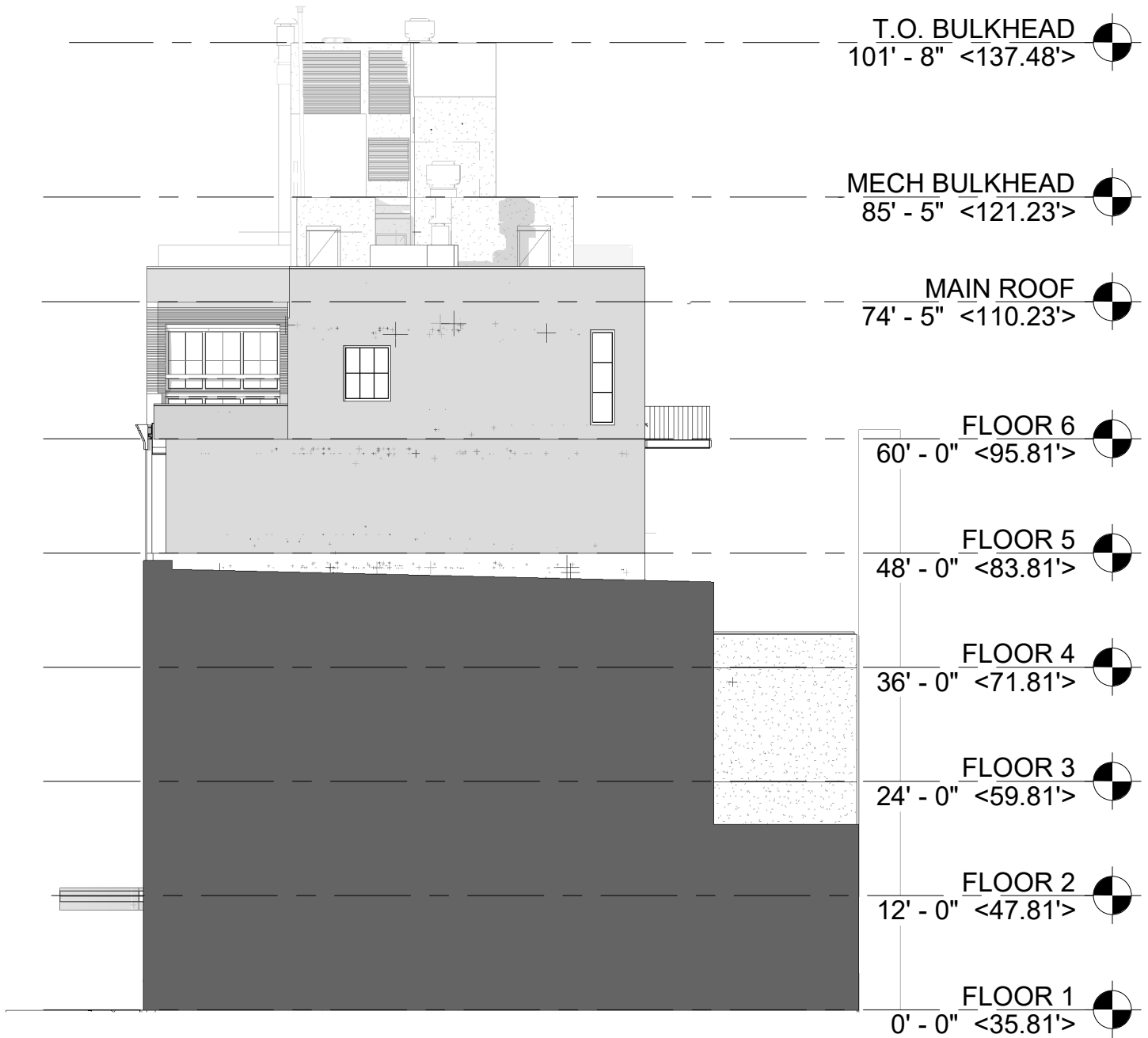
NEW YORK, NY 10003

Sheet Title

East Elevation

07/25/2025





ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE TERMS OF THE OFFERING PLAN.

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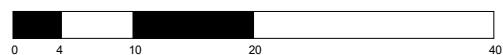
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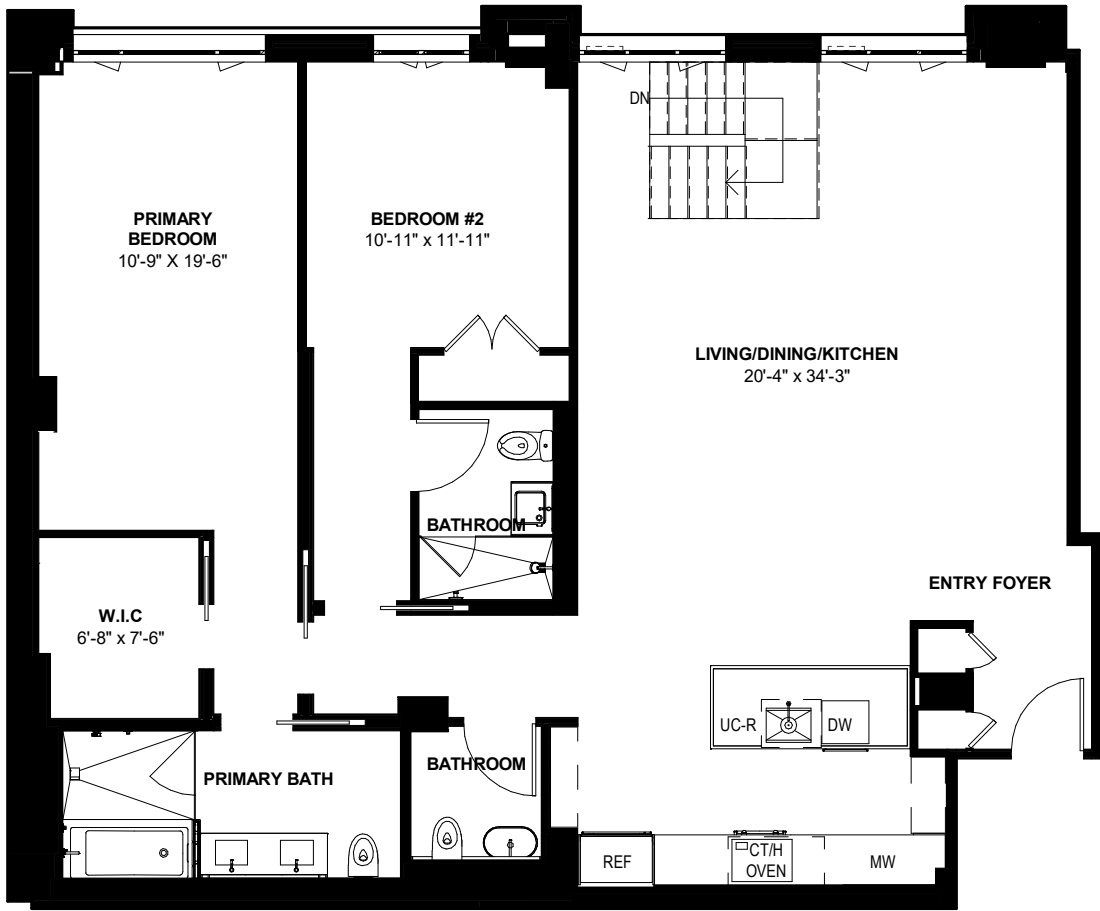
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Sheet Title

West Elevation

07/25/2025





LEGEND

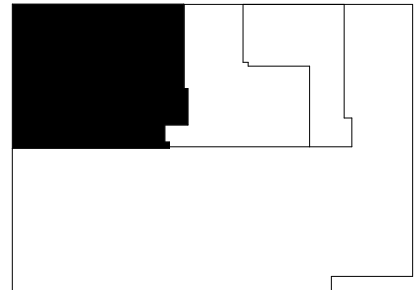
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OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 1A
CELLAR & 1ST : 2,777 SF

2 BEDROOM
2 BATHS
2 HALF BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL TO THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

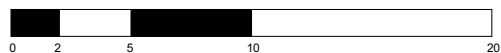
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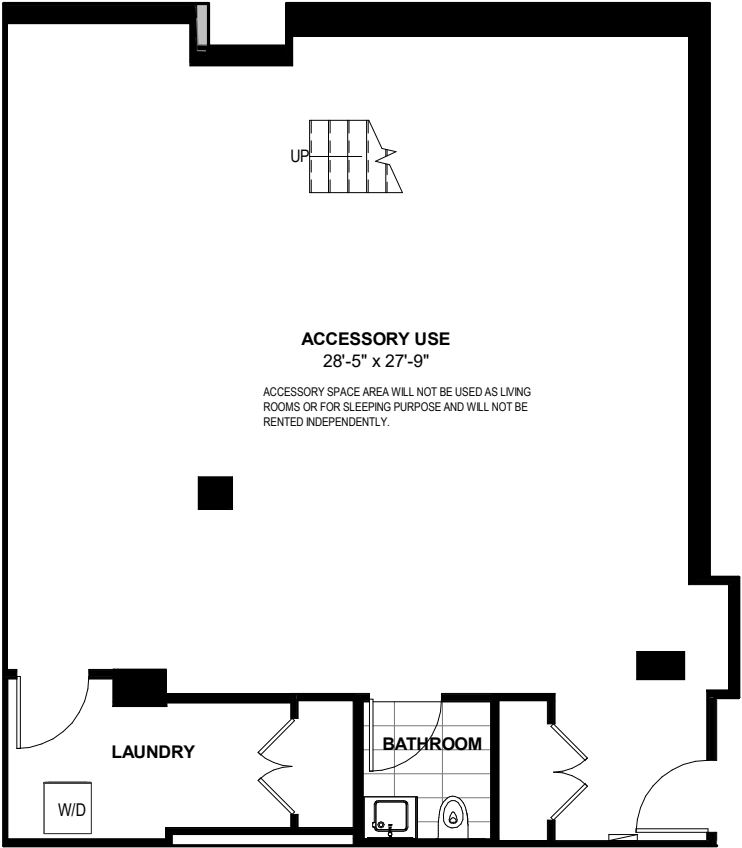
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Sheet Title

Unit 1A - 1st Floor

07/25/2025





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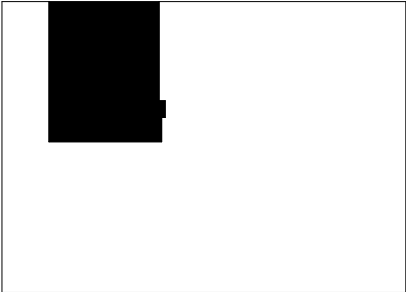
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CT/H	COOKTOP & HOOD
SO	SPEED OVEN
OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 1A
CELLAR & 1ST : 2,777 SF

2 BEDROOM
2 BATHS
2 HALF BATHS

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EAST 9TH STREET



Project Title

220 E 9TH ST

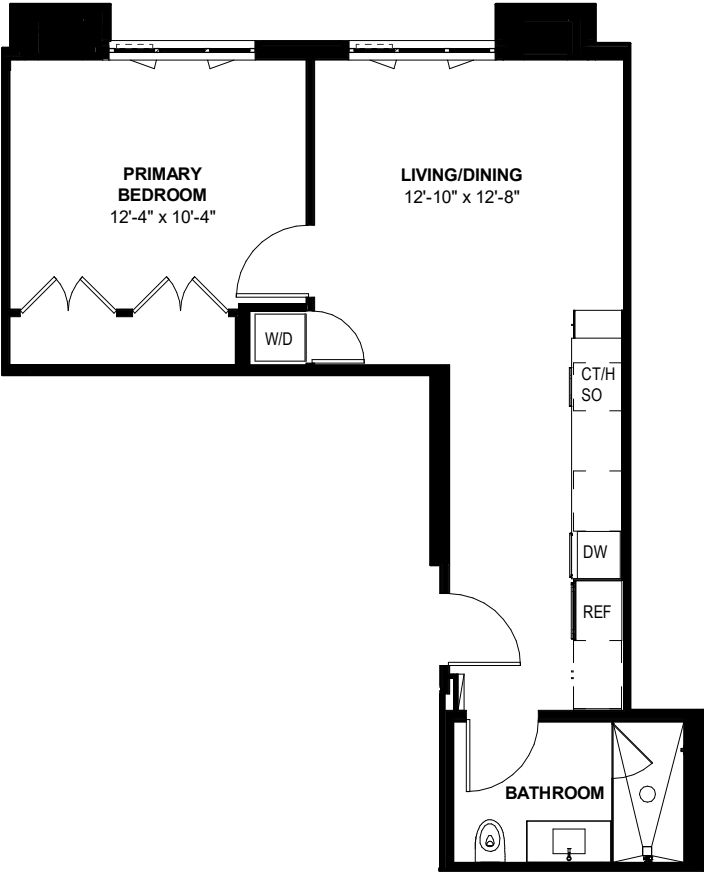
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Sheet Title

Unit 1A - Cellar

08/25/2025





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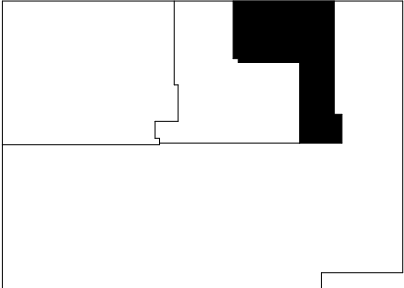
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OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 1B
AREA : 650 SF

1 BEDROOM
1 BATH

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL TO THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

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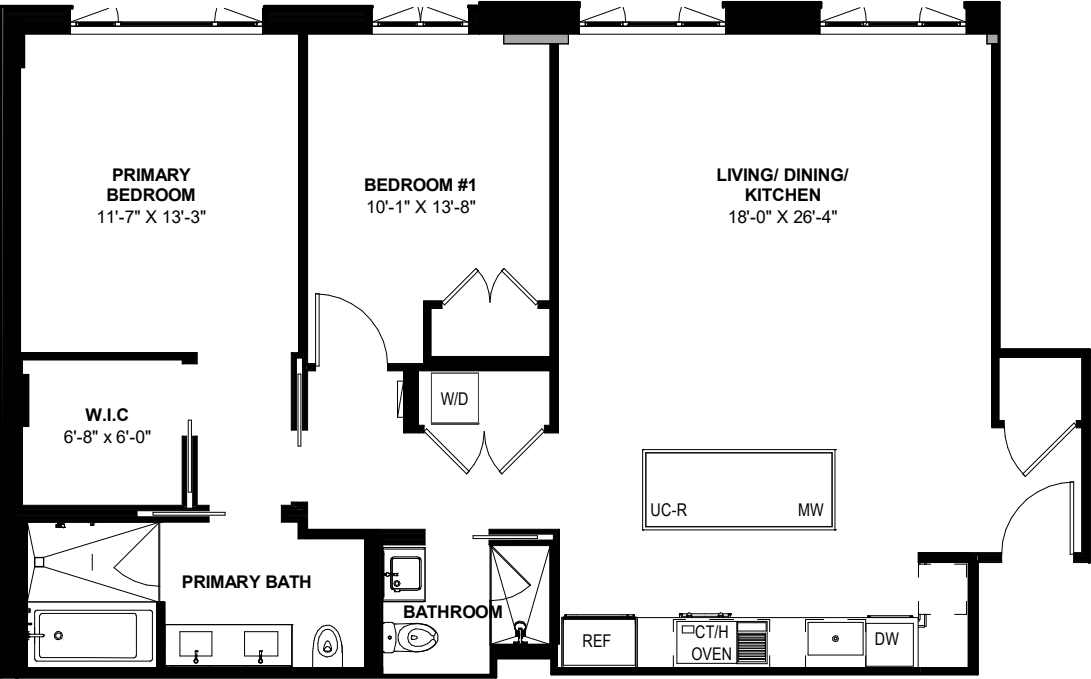
NEW YORK, NY 10003

Sheet Title

Unit 1B - 1st Floor

07/25/2025





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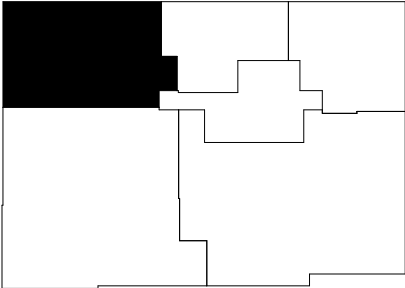
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 2A
AREA : 1200 SF

2 BEDROOM
2 BATH

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

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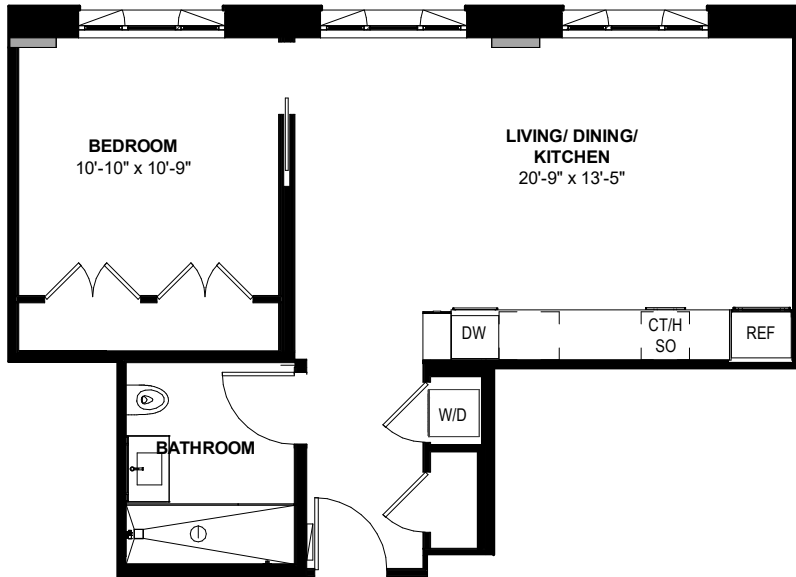
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Sheet Title

Unit 2A- 2nd Floor

07/25/2025





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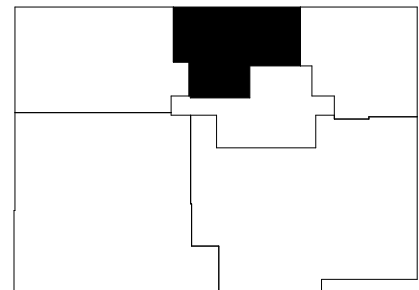
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 2B
AREA : 647 SF

1 BEDROOM
1 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL TO THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



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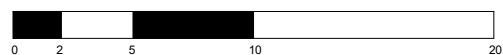
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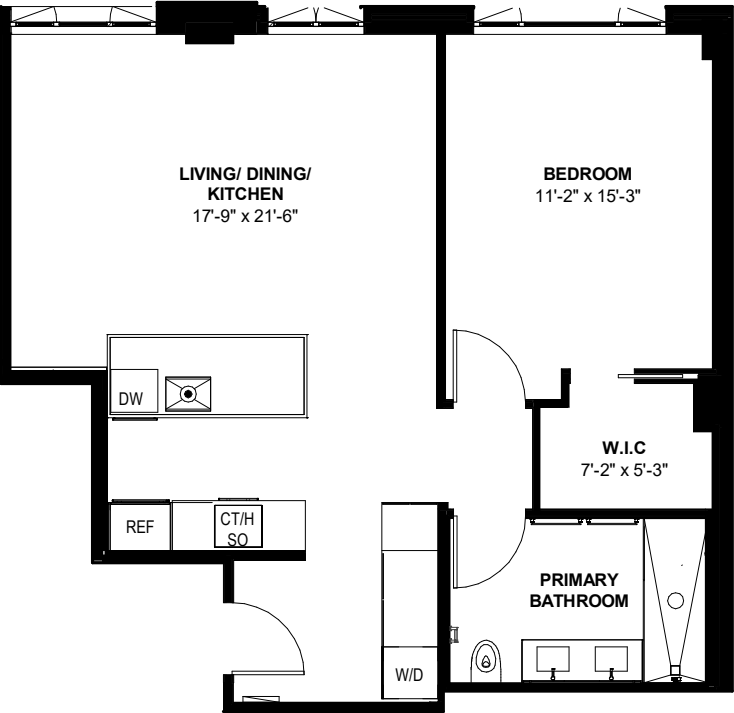
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Sheet Title

Unit 2B- 2nd Floor

07/25/2025





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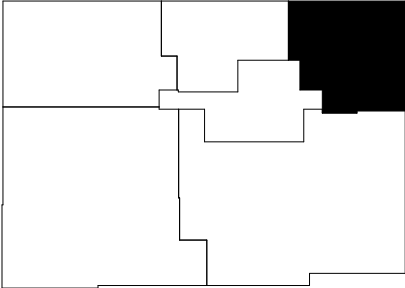
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OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 2C
AREA : 800 SF

1 BEDROOM
1 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

220 E 9TH ST

NEW YORK, NY 10003

Sheet Title

Unit 2C- 2nd Floor

07/25/2025





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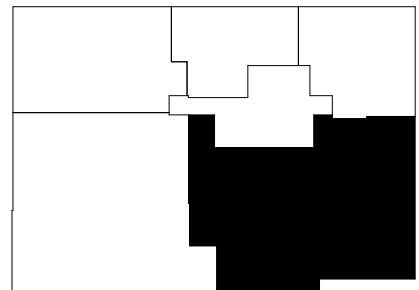
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 2D AREA : 1,671 SF
TERRACE: 668 SF

2 BEDROOM
2 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUPS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

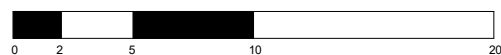
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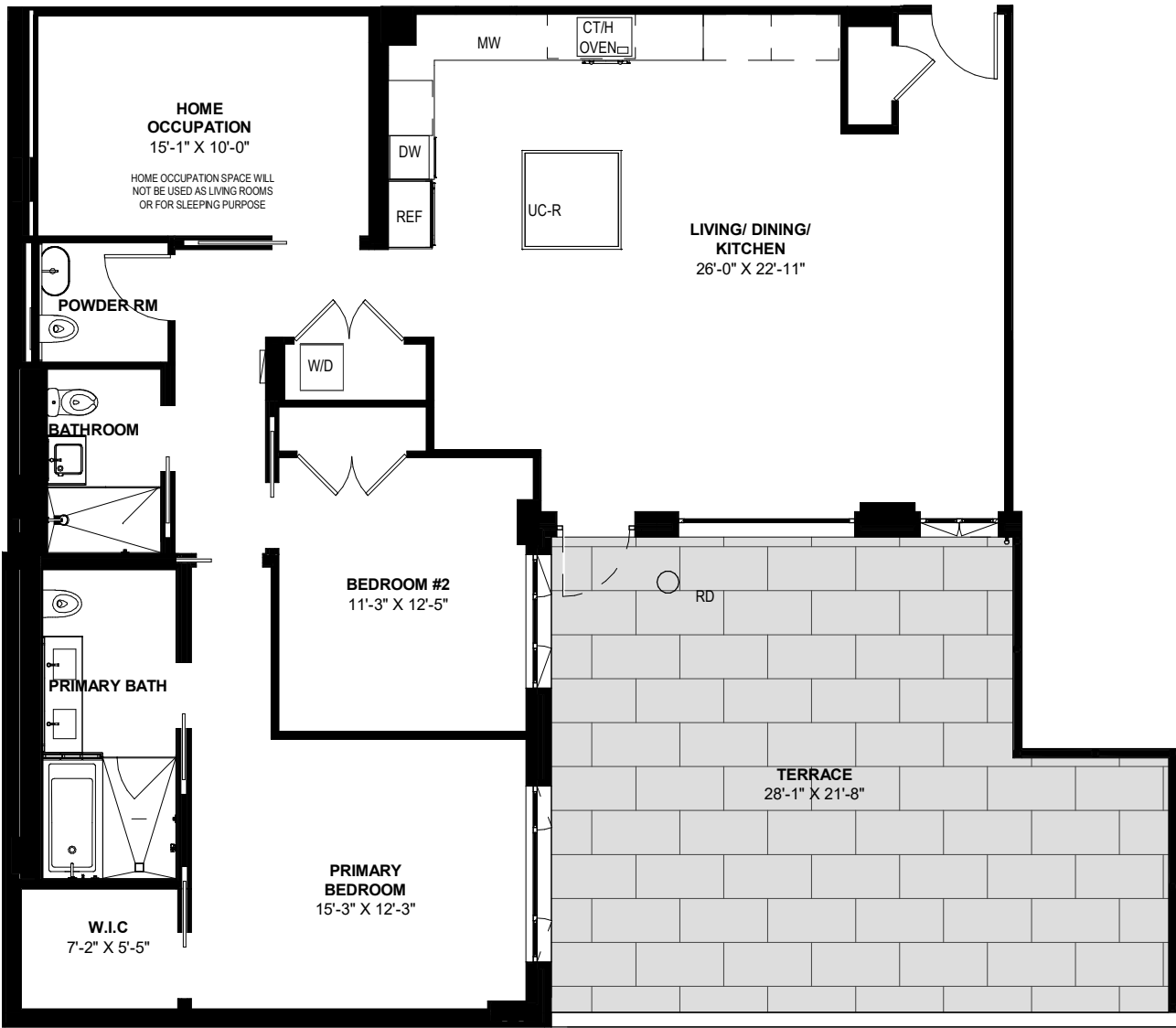
NEW YORK, NY 10003

Sheet Title

Unit 2D- 2nd Floor

07/25/2025





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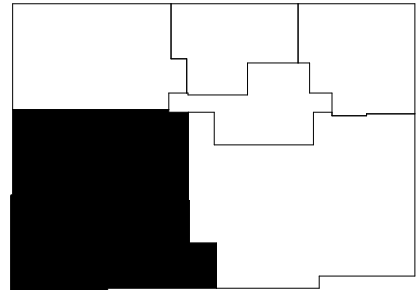
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CT/H	COOKTOP & HOOD
SO	SPEED OVEN
OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 2E AREA : 1,665 SF
TERRACE: 561 SF

2 BEDROOM
2 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

220 E 9TH ST

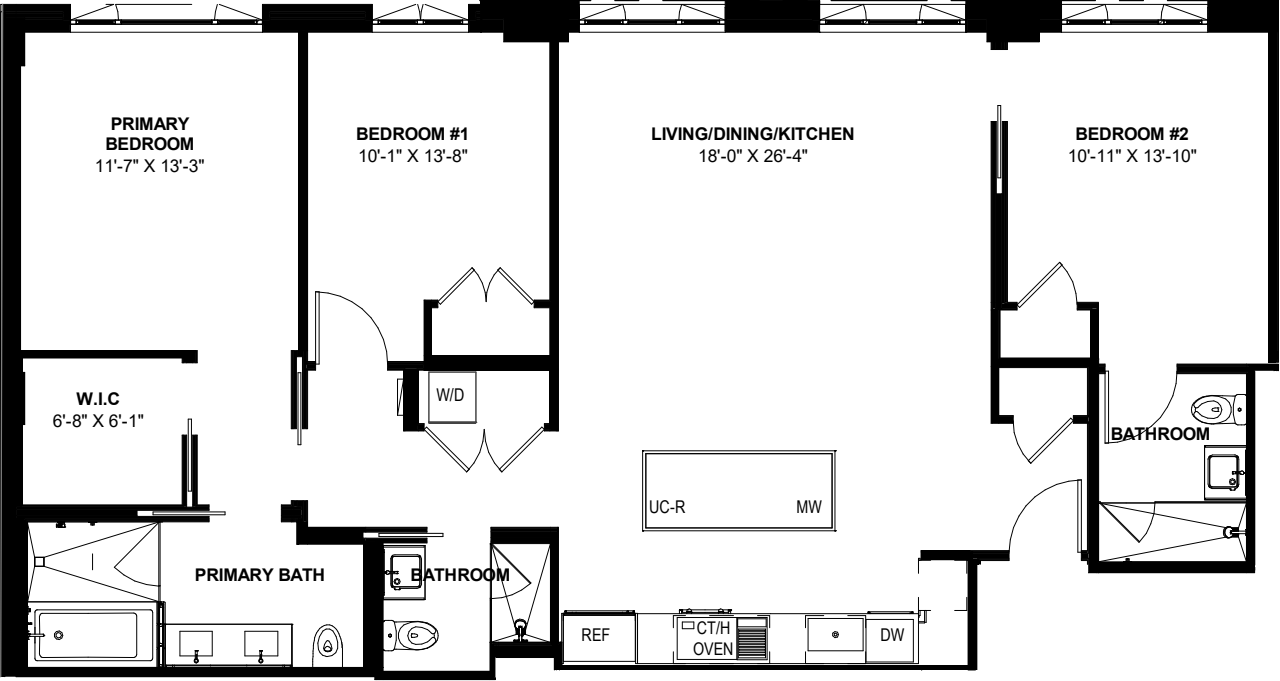
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Sheet Title

Unit 2E- 2nd Floor

07/25/2025





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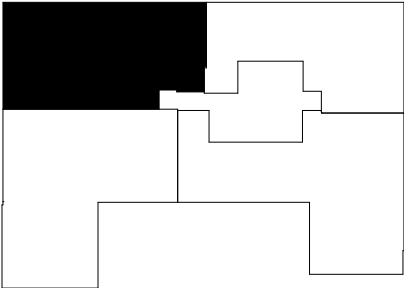
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 3A
AREA : 1,431 SF

3 BEDROOM
3 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

220 E 9TH ST

NEW YORK, NY 10003

Sheet Title

Unit 3A- 3rd Floor

07/25/2025





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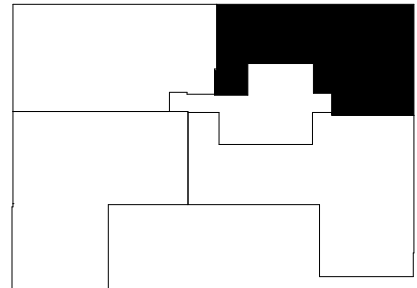
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DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 3B
AREA : 1,216 SF

2 BEDROOM
2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



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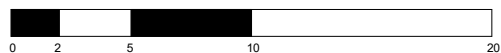
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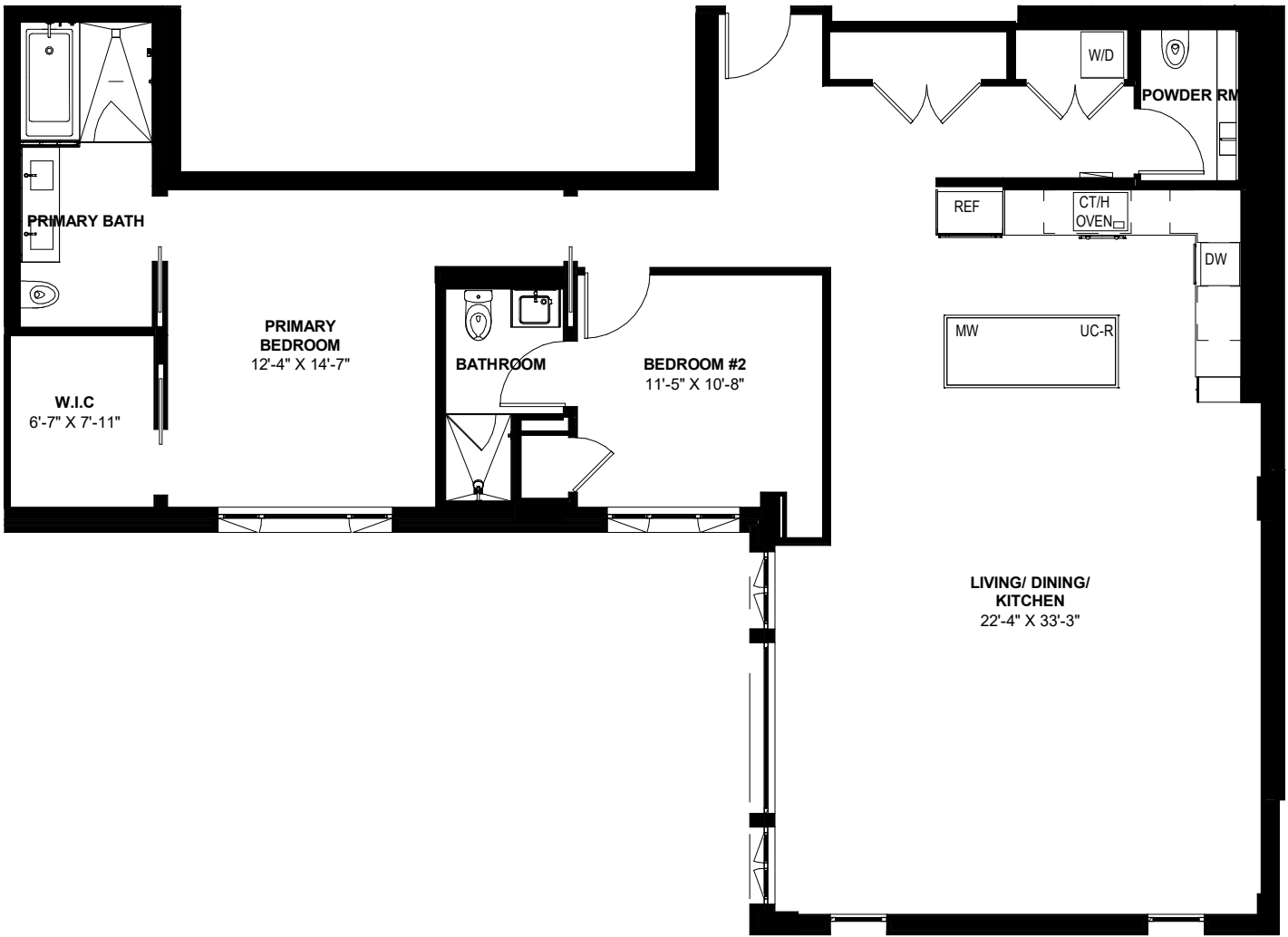
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Unit 3B- 3rd Floor

07/25/2025





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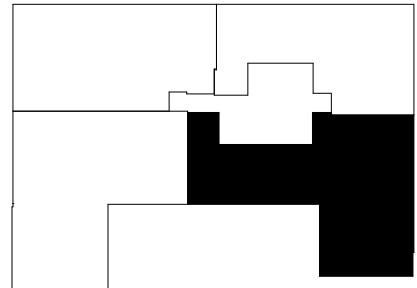
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 3C
AREA : 1671 SF

2 BEDROOM
2 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

220 E 9TH ST

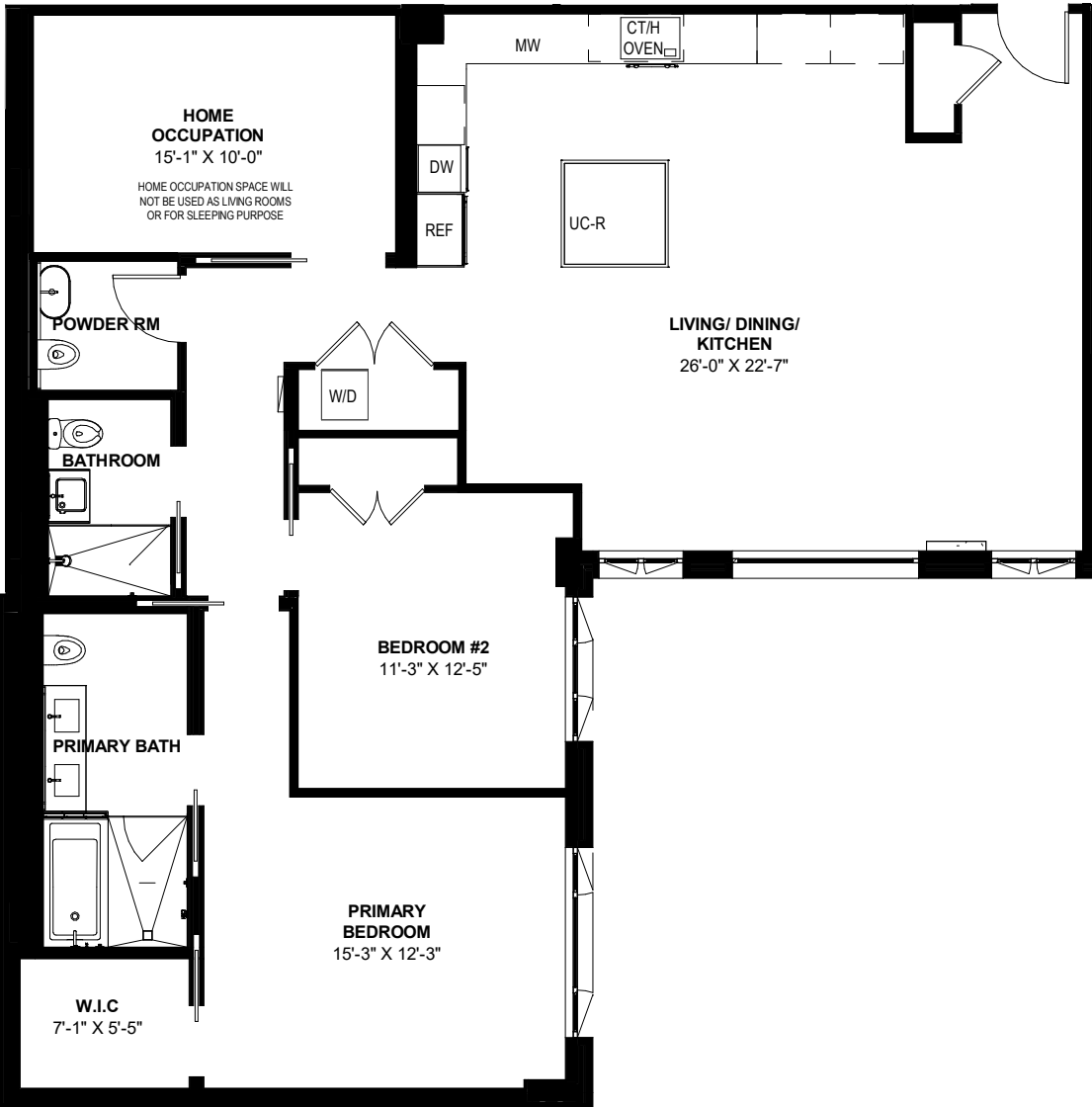
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Unit 3C- 3rd Floor

07/25/2025





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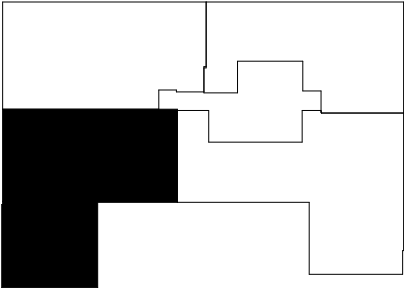
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 3D
AREA : 1665 SF

2 BEDROOM
2 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

220 E 9TH ST

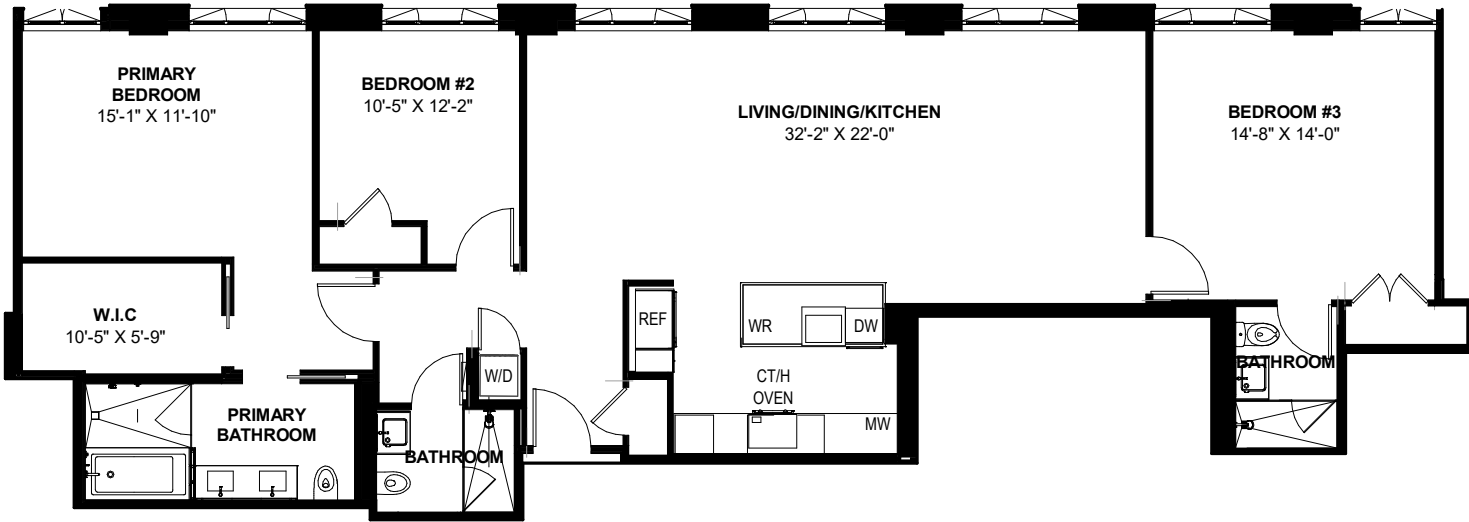
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Unit 3D- 3rd Floor

07/25/2025





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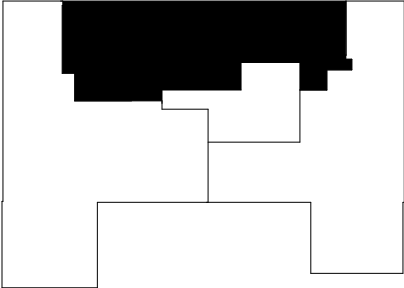
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 4A
AREA : 1,654 SF

3 BEDROOM
3 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

220 E 9TH ST

NEW YORK, NY 10003

Sheet Title

Unit 4A- 4th Floor

07.25.2025





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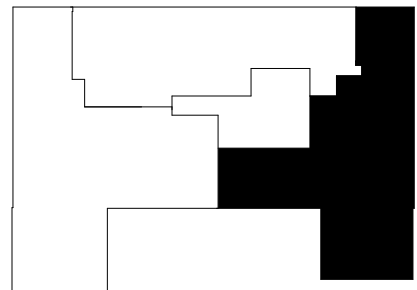
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 4B
AREA: 1,570 SF
TERRACE: 449 SF

2 BEDROOM
2 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

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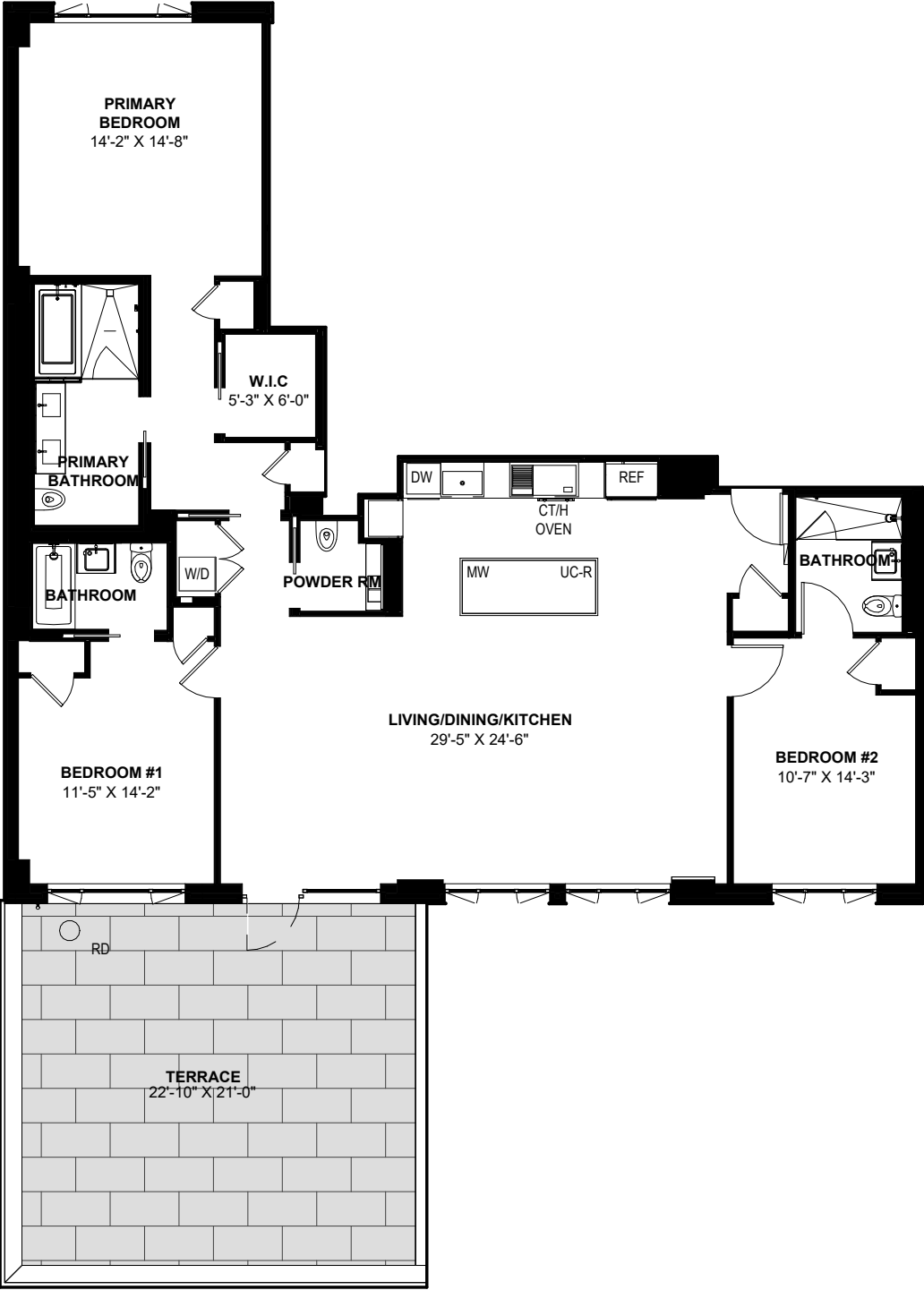
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Unit 4B- 4th Floor

07.25.2025





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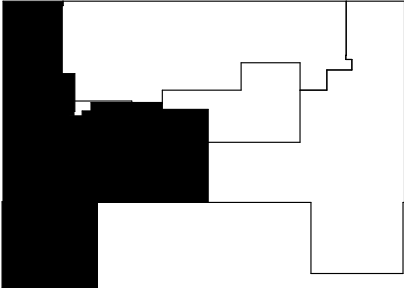
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 4C
AREA : 1,789 SF
TERRACE: 557 SF

3 BEDROOM
3 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



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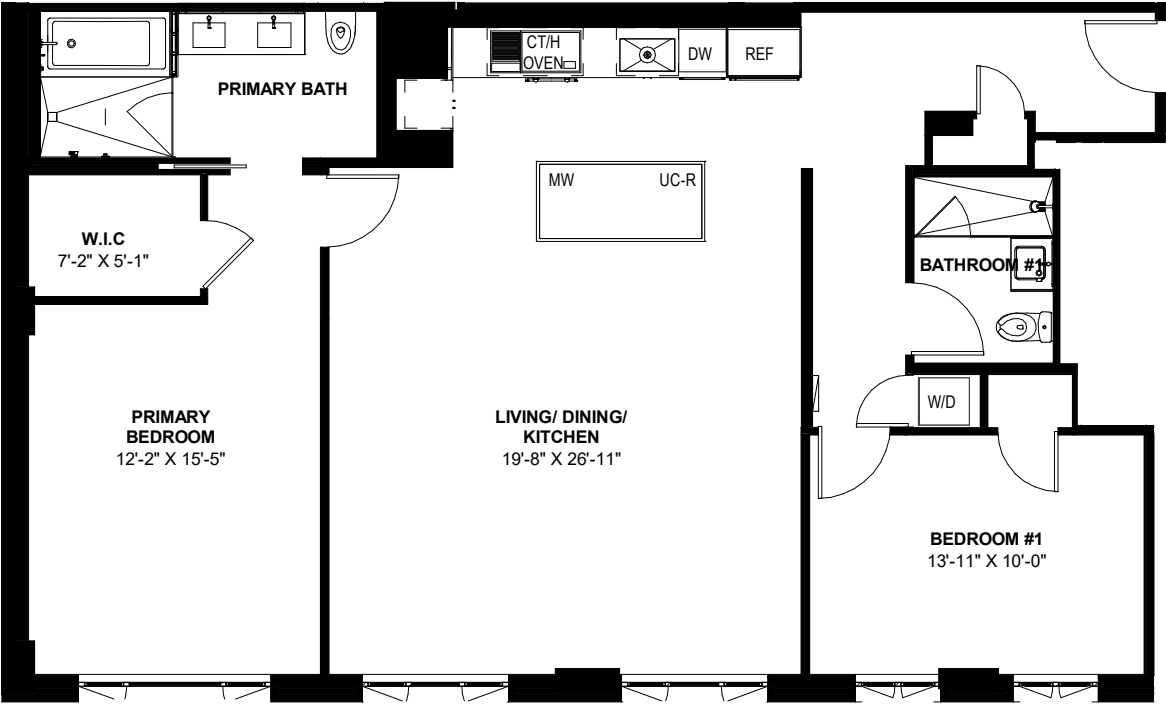
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Sheet Title

Unit 4C- 4th Floor





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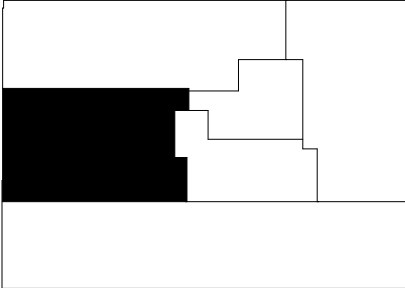
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT 5A
AREA : 1347 SF

2 BEDROOM
2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

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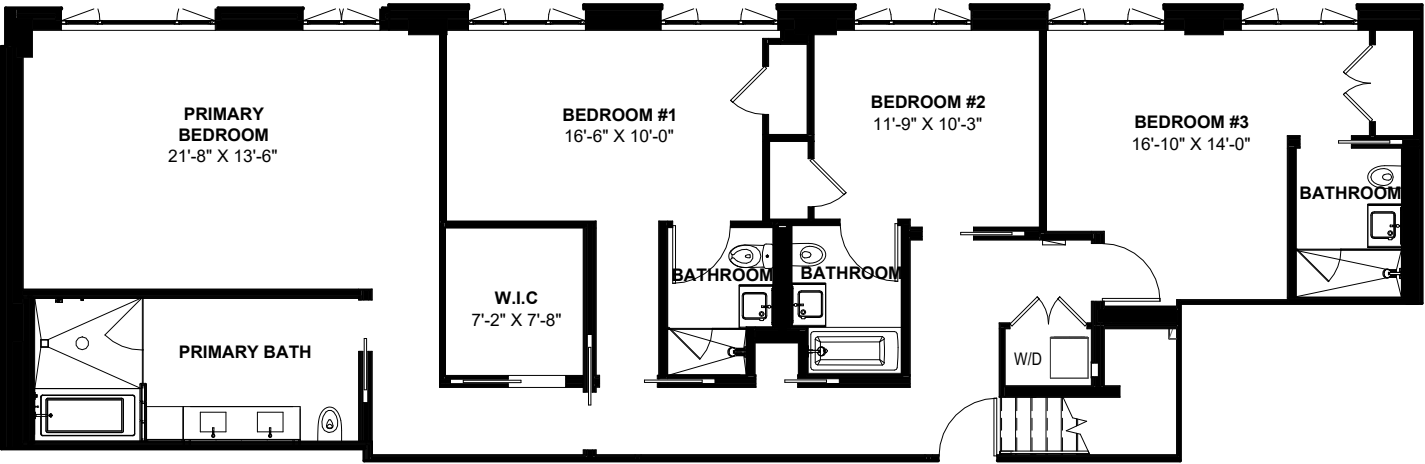
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Sheet Title

Unit 5A - 5th Floor

07/25/2025





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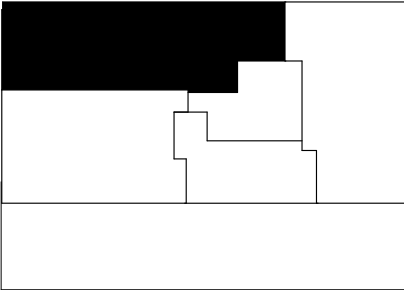
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT PHA
AREA: 5TH, 6TH & ROOF: 3,048 SF
6TH FLOOR TERRACE: 306 SF
ROOF TERRACE: 1,254 SF

4 BEDROOM
4 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

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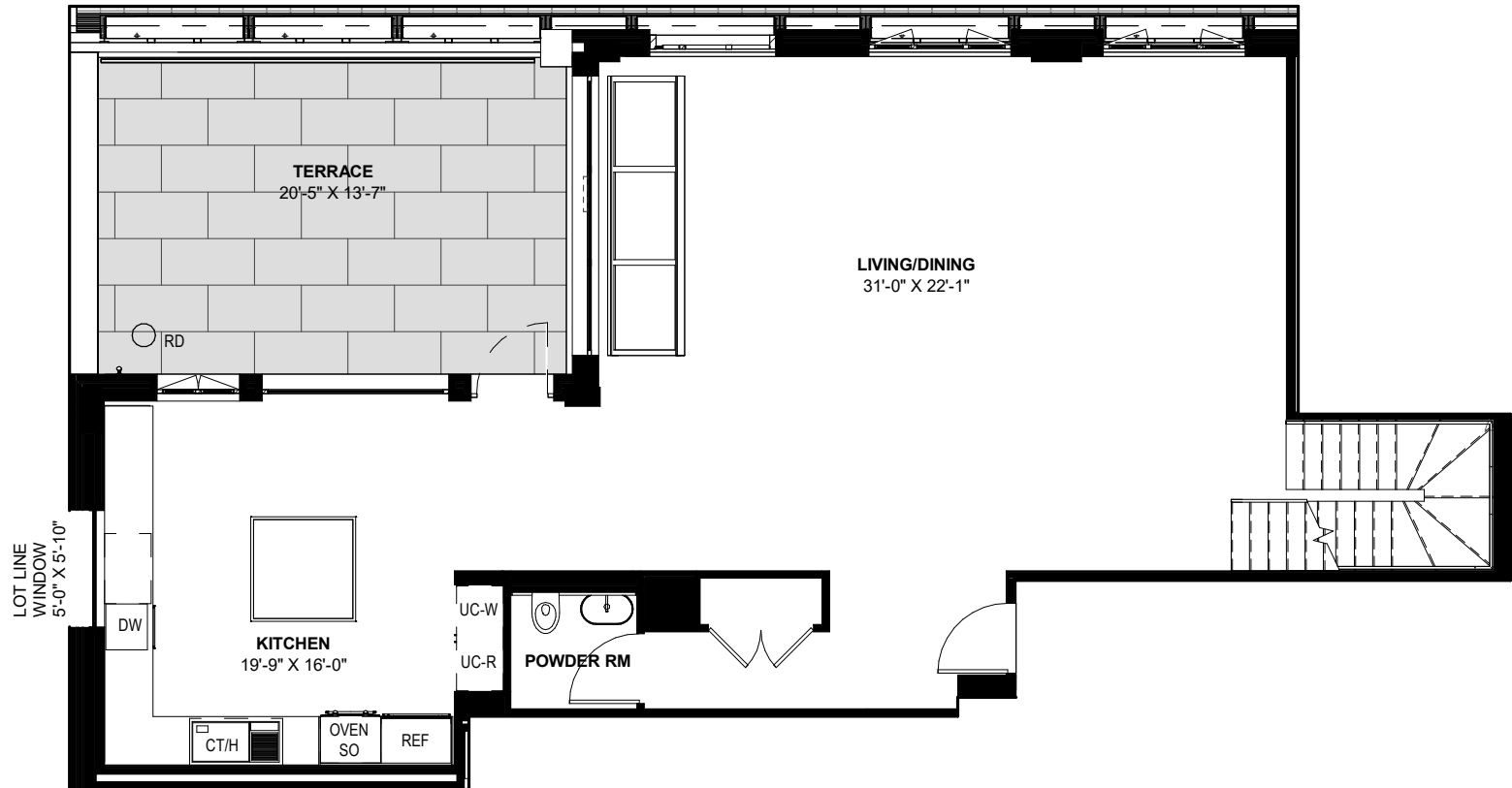
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Sheet Title

PHA- 5th Floor

09/04/2025





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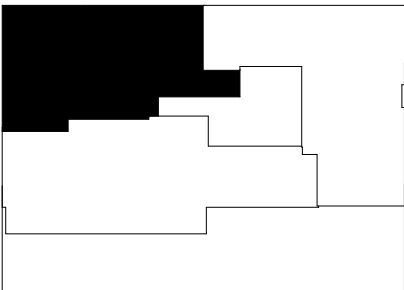
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DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT PHA
AREA: 5TH, 6TH & ROOF: 3,048 SF
6TH FLOOR TERRACE: 306 SF
ROOF TERRACE: 1,254 SF

4 BEDROOM
4 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



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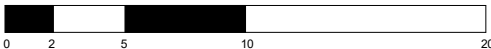
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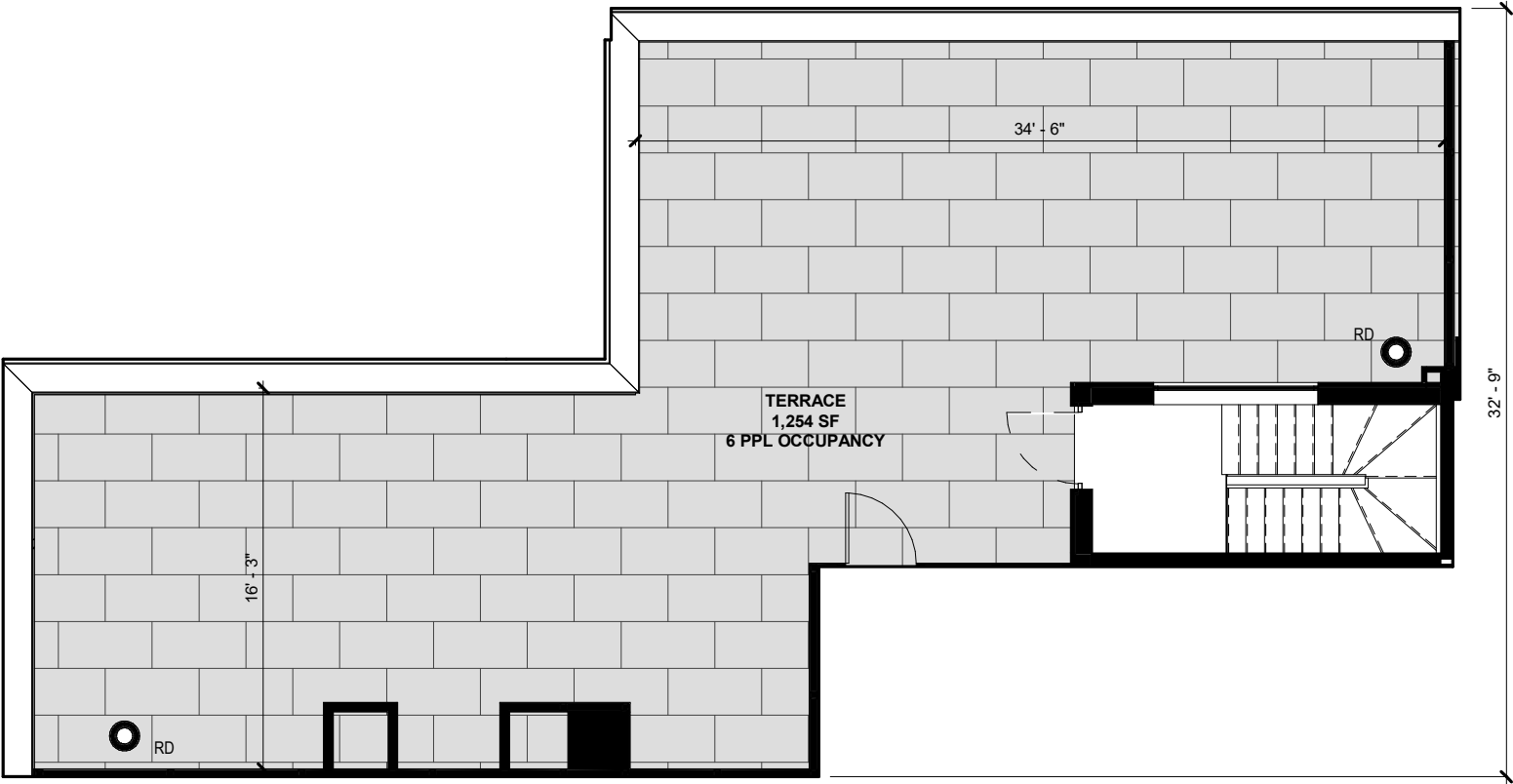
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Sheet Title

PHA- 6th Floor

07/25/2025





LEGEND

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UC-W	UNDERCOUNTER WINE
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MW	MICROWAVE
RD	ROOF DRAIN

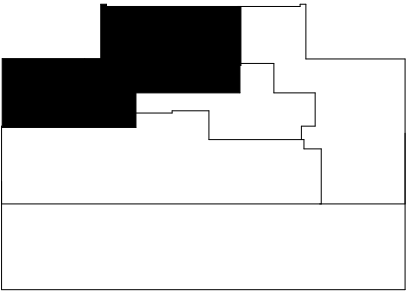
UNIT PHA
AREA: 5TH, 6TH & ROOF: 3,048 SF

6TH FLOOR TERRACE: 306 SF
ROOF TERRACE: 1,254 SF

4 BEDROOM
4 1/2 BATHS

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EAST 9TH STREET



Project Title

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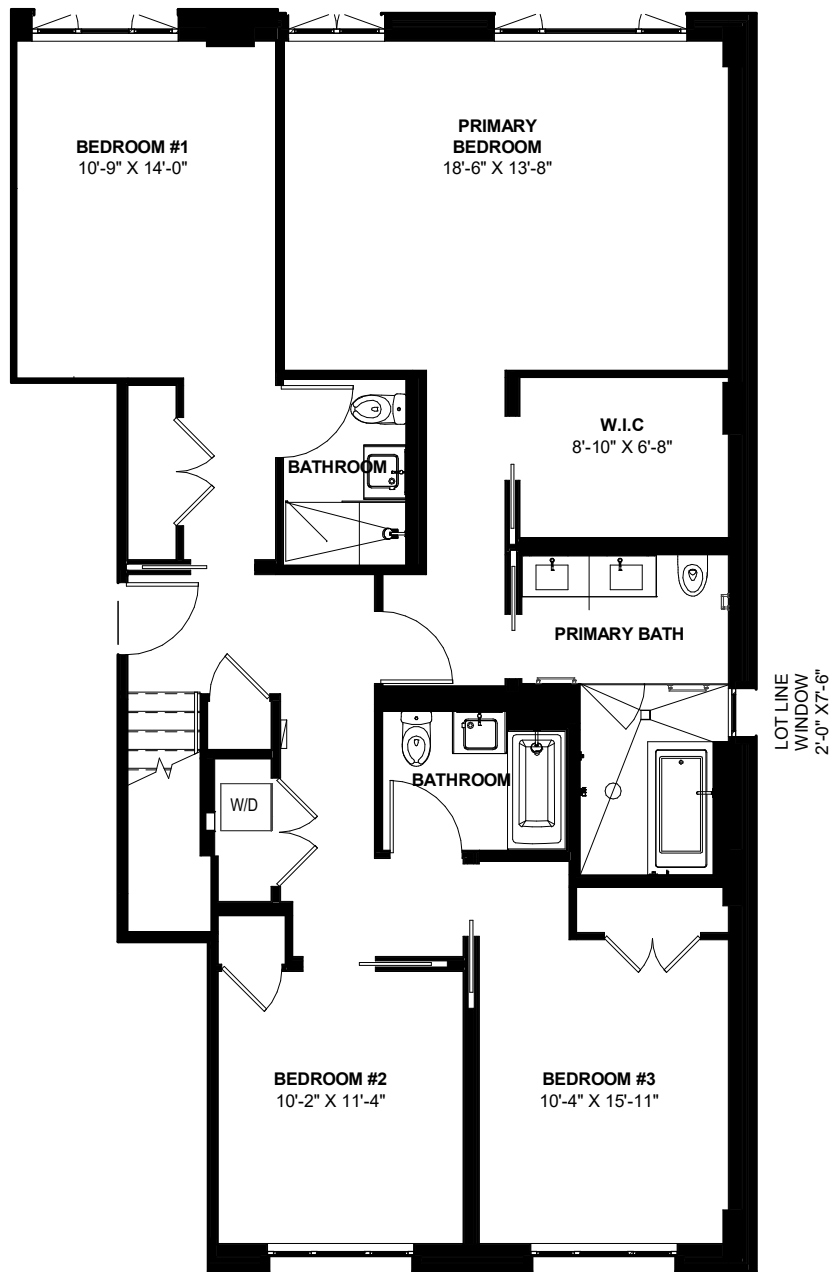
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Sheet Title

PHA- Roof

08/25/2025





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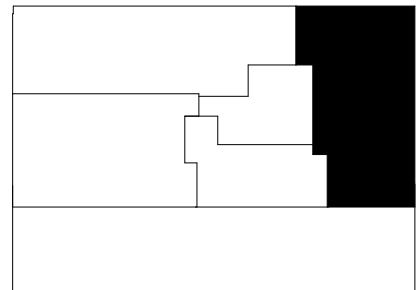
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT PHB
AREA: 5TH, 6TH & ROOF: 2,943 SF
4 BEDROOM
3 1/2 BATHS

6TH FLOOR TERRACE: 302 SF
ROOF TERRACE: 1,051 SF

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS. EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



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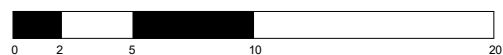
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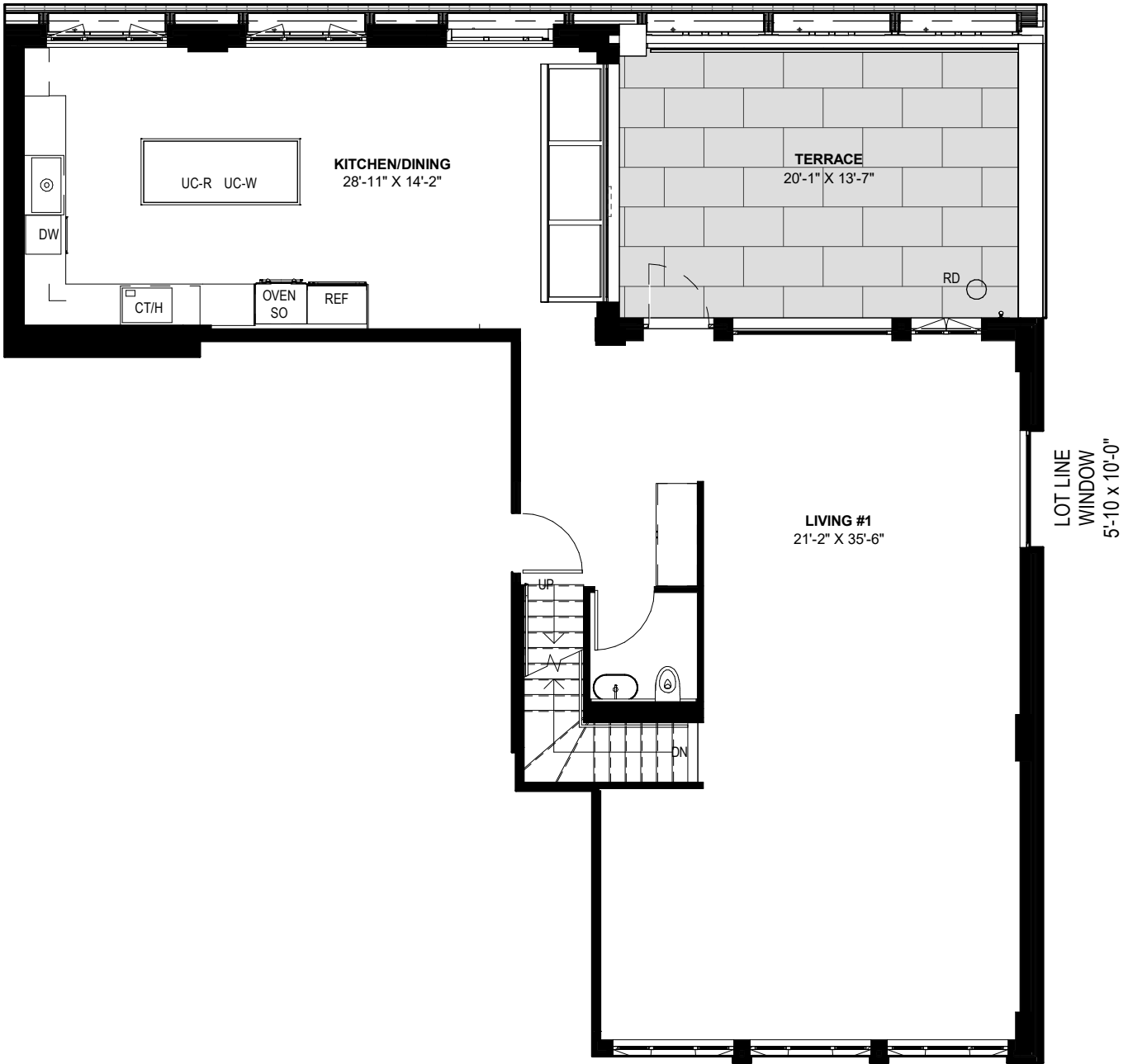
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Sheet Title

PHB- 5th Floor

08/25/2025





LEGEND

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OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
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W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

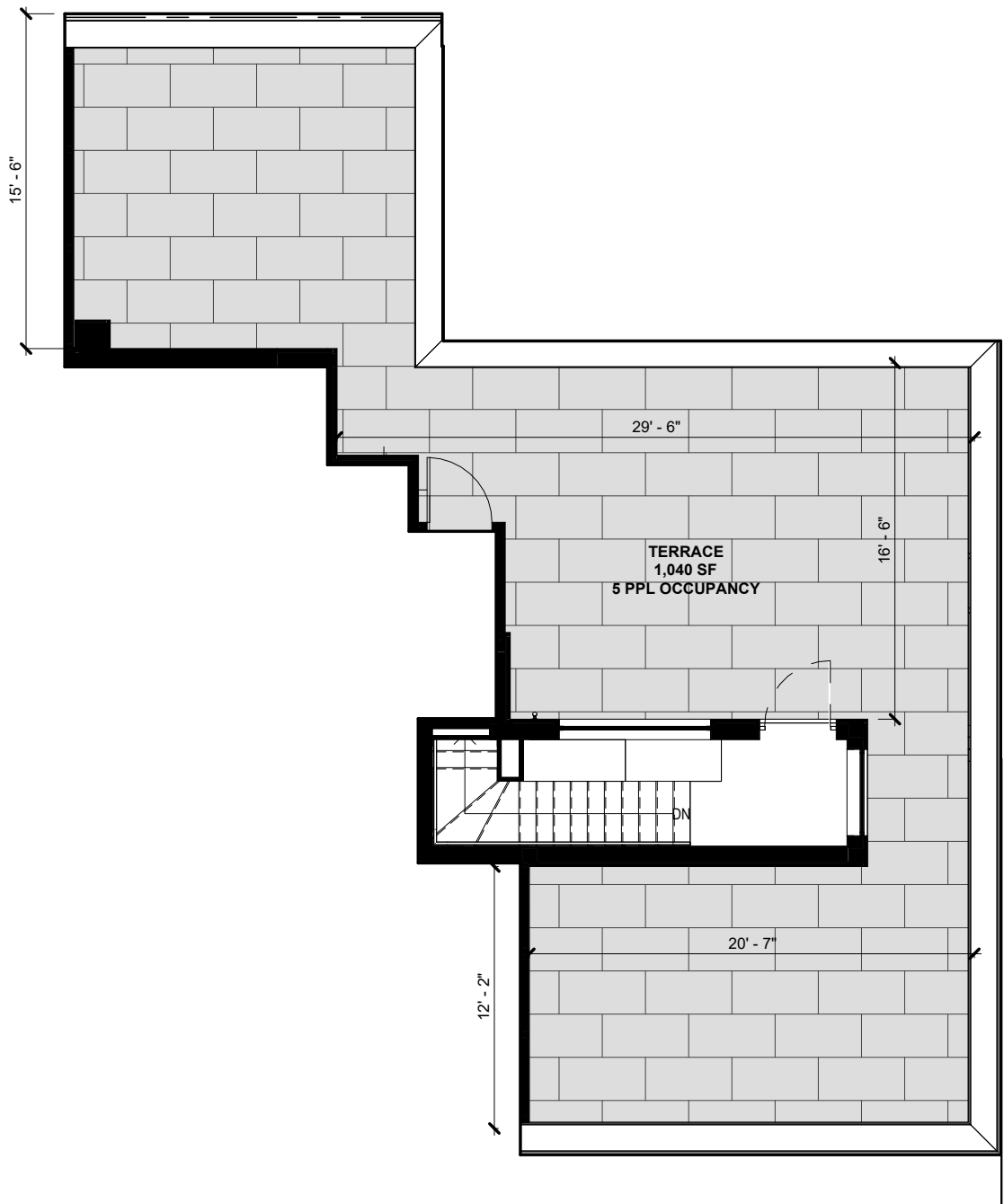
UNIT PHB
AREA: 5TH, 6TH & ROOF: 2,943 SF
6TH FLOOR TERRACE: 302 SF
ROOF TERRACE: 1,051 SF

4 BEDROOM
3 1/2 BATHS

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EAST 9TH STREET





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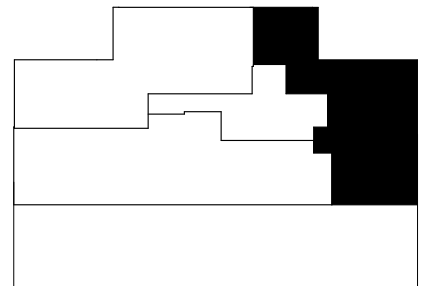
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OVEN	OVEN
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UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

UNIT PHB
AREA: 5TH, 6TH & ROOF: 2,943 SF 4 BEDROOM
3 1/2 BATHS

6TH FLOOR TERRACE: 302 SF
ROOF TERRACE: 1,040 SF

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

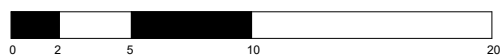
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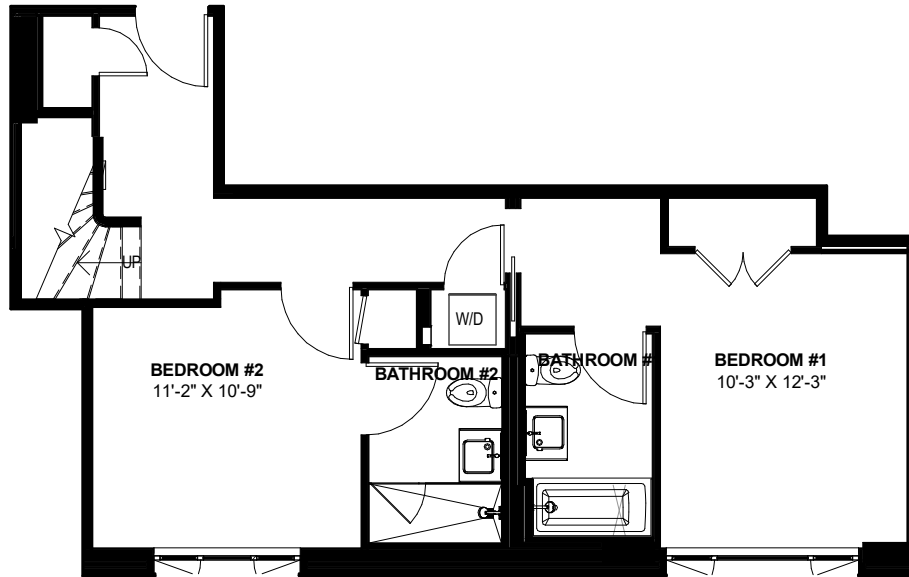
NEW YORK, NY 10003

Sheet Title

PHB- Roof

09/04/2025





LEGEND

REF	REFRIGERATOR/FREEZER
CT/H	COOKTOP & HOOD
SO	SPEED OVEN
OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

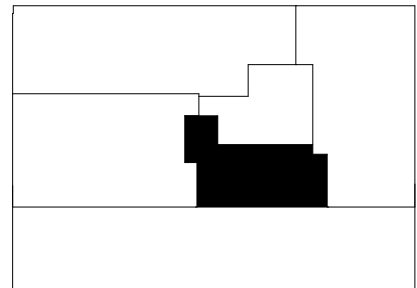
UNIT PHC
AREA: 5TH, 6TH & ROOF: 2,380 SF

BALCONY: 366 SF
ROOF TERRACE: 1,419 SF

3 BEDROOM
3 1/2 BATHS

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN BACKSPLASH AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE LARGEST AREA OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN

EAST 9TH STREET



Project Title

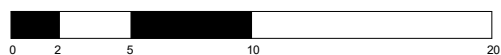
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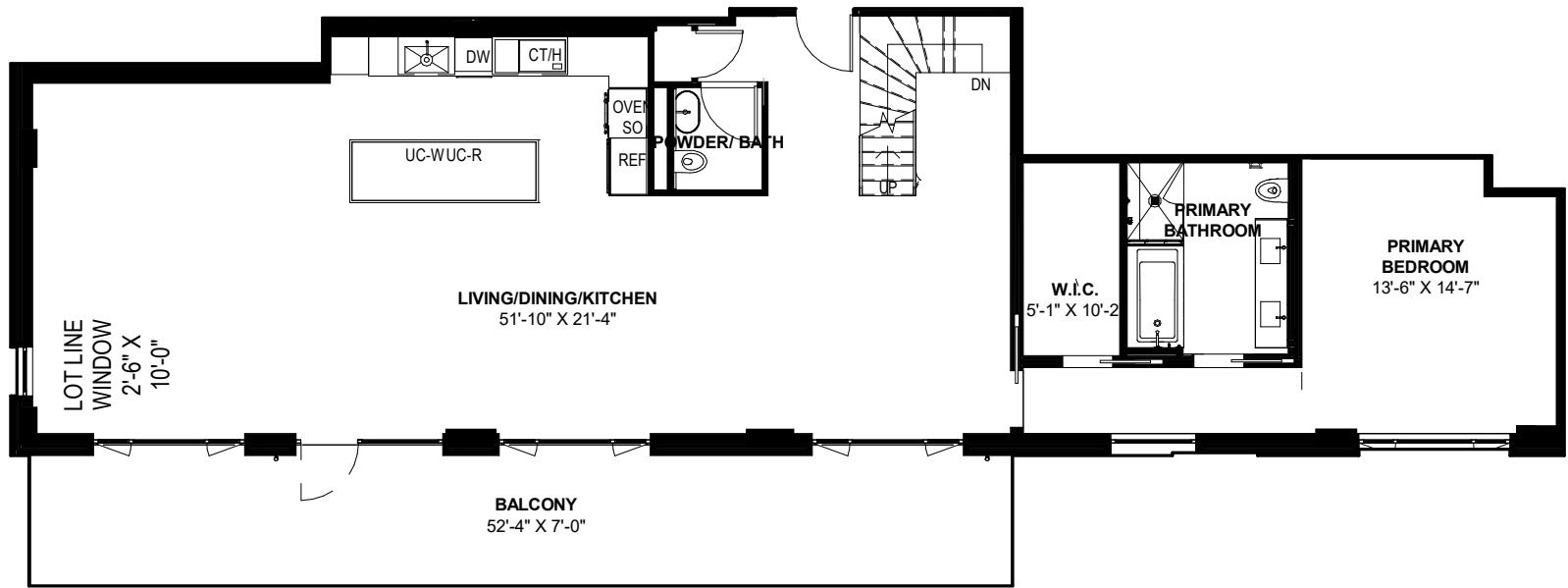
NEW YORK, NY 10003

Sheet Title

PHC- 5th Floor

08/25/2025





LEGEND

REF	REFRIGERATOR/FREEZER
CT/H	COOKTOP & HOOD
SO	SPEED OVEN
OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

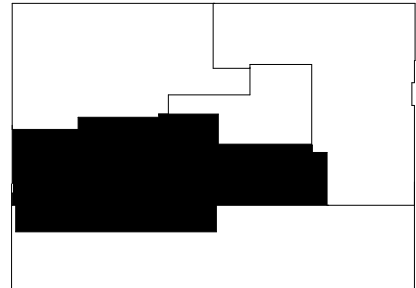
UNIT PHC
AREA: 5TH, 6TH & ROOF: 2,380 SF

BALCONY: 366 SF
ROOF TERRACE: 1,419 SF

3 BEDROOM
3 1/2 BATHS

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EAST 9TH STREET



Project Title

220 E 9TH ST

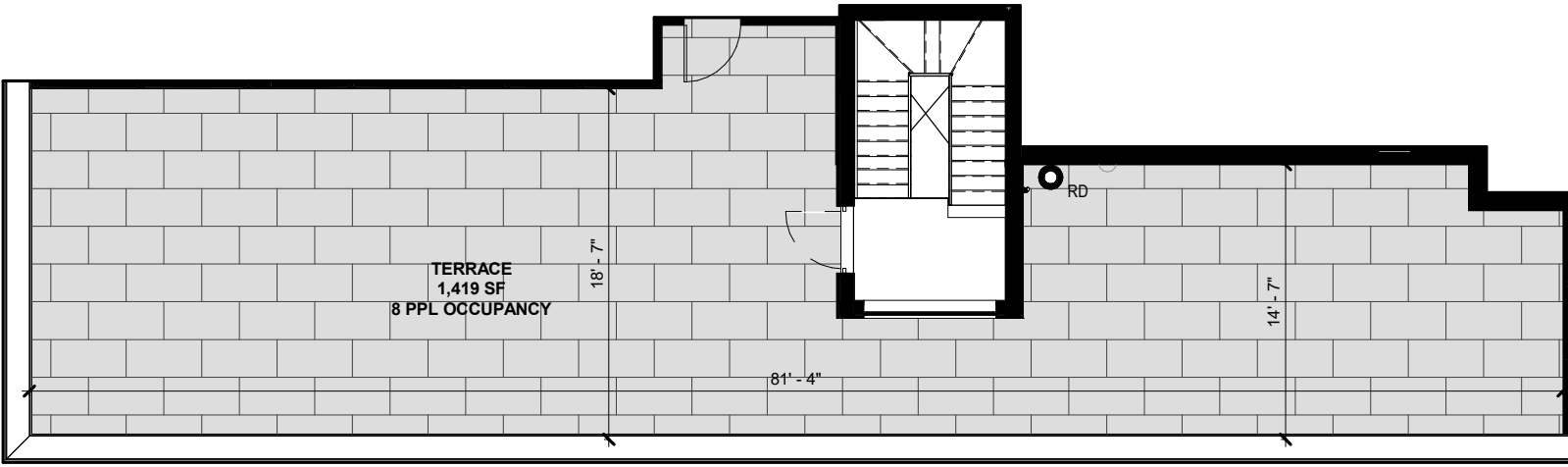
NEW YORK, NY 10003

Sheet Title

PHC- 6th Floor

08.25.2025





LEGEND

REF	REFRIGERATOR/FREEZER
CT/H	COOKTOP & HOOD
SO	SPEED OVEN
OVEN	OVEN
UC-R	UNDERCOUNTER REF.
UC-W	UNDERCOUNTER WINE
DW	DISHWASHER
W/D	WASHER/DRYER
MW	MICROWAVE
RD	ROOF DRAIN

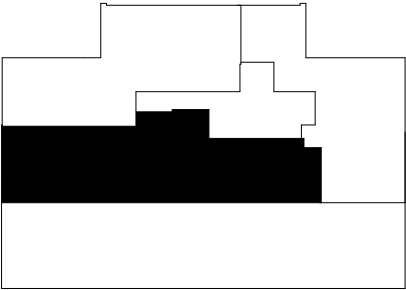
UNIT PHC
AREA: 5TH, 6TH & ROOF: 2,380 SF

3 BEDROOM
3 1/2 BATHS

BALCONY: 366 SF
ROOF TERRACE: 1,419 SF

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EAST 9TH STREET



Project Title

220 E 9TH ST

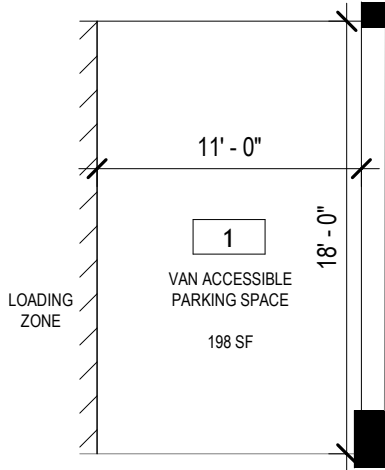
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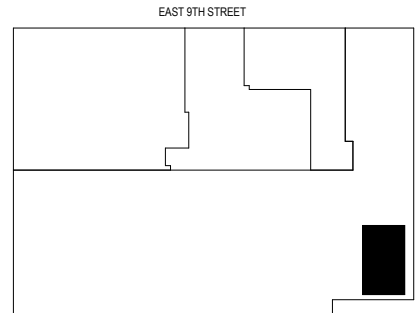
PHC- Roof

07.25.2025





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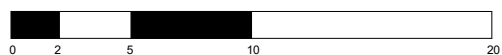
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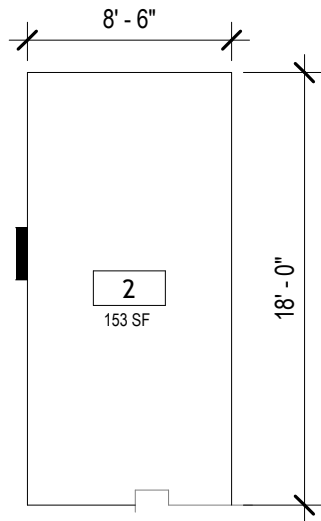
NEW YORK, NY 10003

Sheet Title

Parking Spot 1 - 1st Floor

07/25/2025





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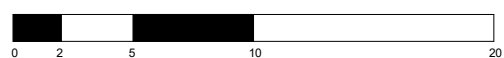
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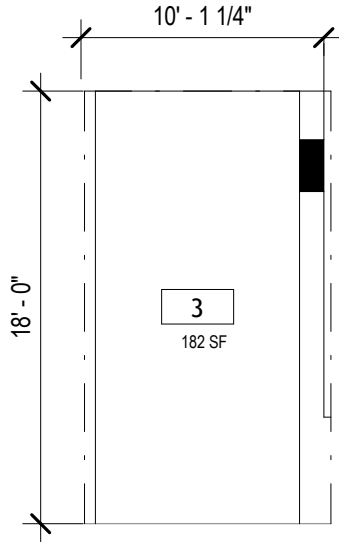
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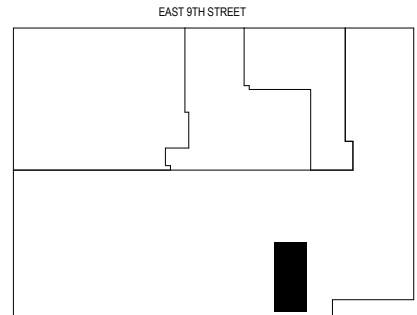
Parking Spot 2 - 1st Floor

07/25/2025





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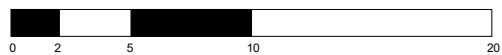
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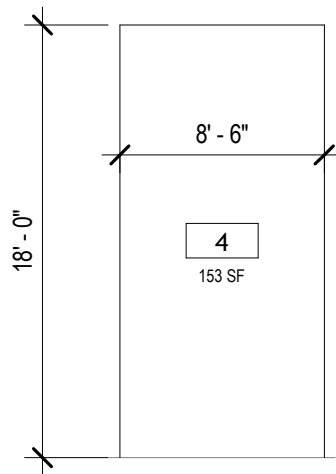
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Sheet Title

Parking Spot 3 - 1st Floor

08/25/2025





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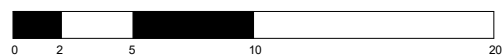
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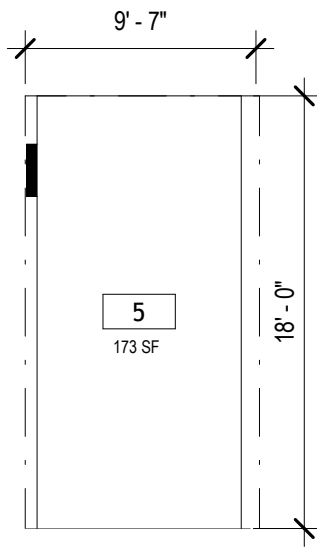
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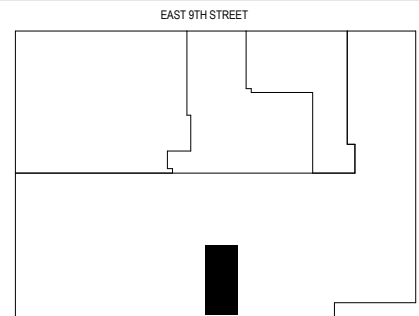
Parking Spot 4 - 1st Floor

07/25/2025





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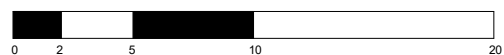
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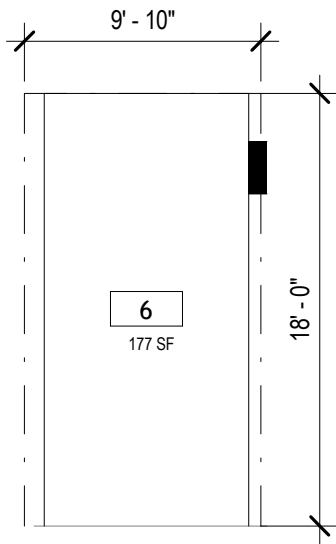
NEW YORK, NY 10003

Sheet Title

Parking Spot 5 - 1st Floor

08/25/2025





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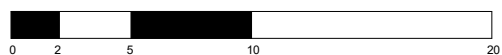
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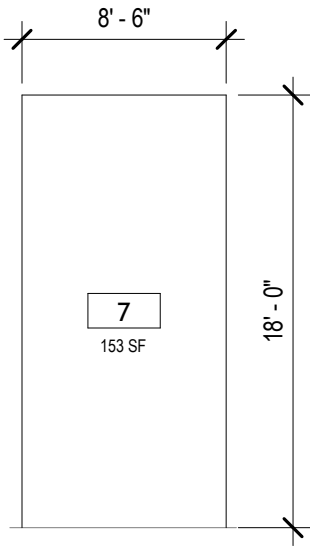
NEW YORK, NY 10003

Sheet Title

Parking Spot 6 - 1st Floor

07/25/2025





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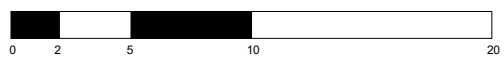
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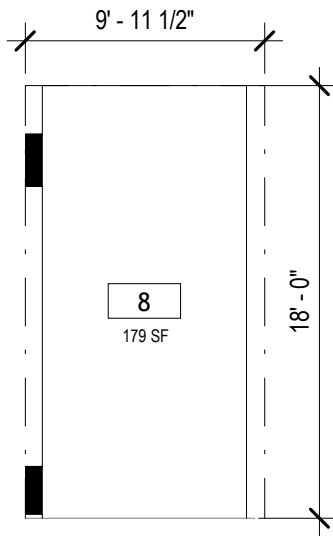
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Sheet Title

Parking Spot 7 - 1st Floor

07/25/2025





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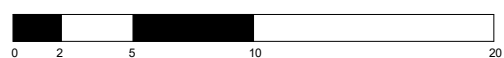
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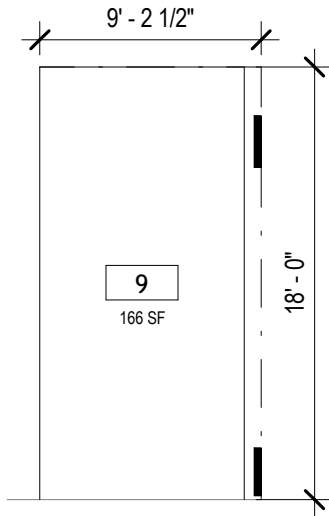
NEW YORK, NY 10003

Sheet Title

Parking Spot 8 - 1st Floor

07/25/2025





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Project Title

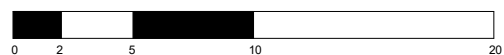
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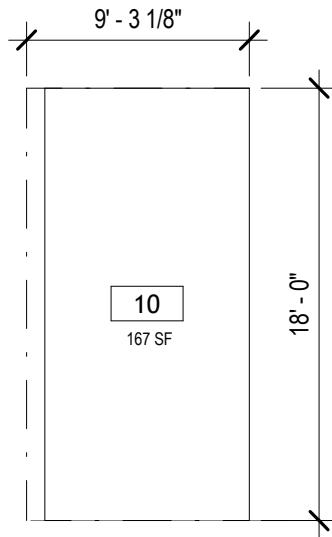
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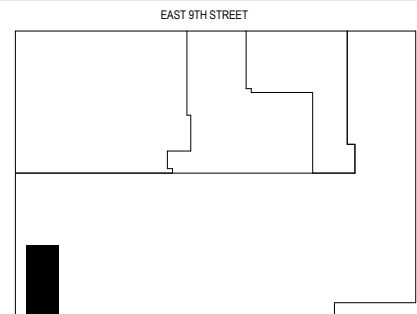
Parking Spot 9 - 1st Floor

07/25/2025





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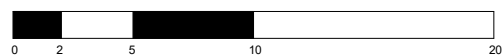
220 E 9TH ST

NEW YORK, NY 10003

Sheet Title

Parking Spot 10 - 1st Floor

07/25/2025



THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT C

FORM OF CONDOMINIUM UNIT DEED

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the ___ day of [], between Astor Nine LLC, a Delaware limited liability company, having an office at 134 Spring Street, Suite 305, New York, NY 10012 (the “Grantor”), and [] (the “Grantee”), having an address at 220 East 9th Street, Unit [], New York, New York 10003.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Unit (the “Unit”) in the premises known as The 220 East 9th Street Condominium and by the street number 220 East 9th Street, Borough of New York, City, County and State of New York, said Unit being designated and described as Unit No. [] in the Declaration establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the “Condominium Act”), dated [] and recorded in the New York County Office of the Register of The City of New York (the “City Register’s Office”) on [] as CRFN # [] (which Declaration and amendments are hereinafter collectively referred to as the “Declaration”) and also designated as Tax Lot(s) [] in Block 464 of the Borough of New York on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by Colberg Architecture, PC on [], and filed in the Real Property Assessment Department of the City of New York on [] as Condominium Plan No. [] and also filed in the City Register’s Office on [] as CRFN# []. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of The 220 East 9th Street Condominium (said by-laws, as the same may be amended from time to time, are hereinafter referred to as the “By-Laws”).

Together with an undivided []% interest in the General Common Elements (as such term is defined in the Declaration);

Together with an undivided []% interest in the Residential Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, the By-Laws and the Power of Attorney entered into contemporaneously herewith, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B (the "Permitted Encumbrances") attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

The applicable severability provisions of the Declaration shall control in the event any provision of the Declaration or the By-Laws is unenforceable or invalid under, or could be construed to cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act.

Except as otherwise specifically permitted by the Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as set forth herein.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

Grantor:

Astor Nine LLC

By: _____

Name:

Title:

Grantee:

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the ____ day of [], in the year [], 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 [], 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 A

DESCRIPTION OF THE LAND

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 9th Street distant 224 feet westerly from the intersection of the southerly side of 9th Street with the westerly side of 2nd Avenue;

RUNNING THENCE southerly parallel with 2nd Avenue, 75 feet;

THENCE westerly parallel with 9th Street, 105 feet to land now or late of James B. Murray

THENCE northerly parallel with 2nd Avenue, along said land now or late of Murray, 75 feet to the southerly side of 9th Street;

THENCE easterly along the southerly side of 9th Street, 105 feet to the point or place of BEGINNING

SCHEDULE B

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.
2. Any state of facts which an accurate survey of the Property would show provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.
3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By Laws and the Rules and Regulations, the Power of Attorney from Purchaser to the Board, and the Floor Plans; as all of the same may be amended from time to time.
4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.
5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.
6. Revocability of licenses for vault space, if any, under the sidewalks and streets.
7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.
8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.
9. The lien of any unpaid Common Charge, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.
10. The lien of any unpaid assessment payable in installments, except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and Purchaser shall pay all assessments due from and after the Closing Date.
11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction,

alteration, repair or restoration of the Building.

12. Any encumbrance as to which Chicago Title Insurance Company (or such other New York title insurance company licensed to do business in the State of New York which insures Purchaser's title to the Unit) would be willing, in a fee policy issued by it to Purchaser to insure Purchaser that such encumbrance (i) will not be collected out of the Unit if it is a lien, or (2) will not be enforced against the Unit if it is not a lien.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Residential Unit for residential purposes.

14. Any lease covering the Unit made from Sponsor to Purchaser.

15. Any violation against the Property (other than the Unit) which is the obligation of the Board or another Unit Owner to correct.

16. Covenants, Conditions, Easements, Leases, Agreements of record, as follows:

17. The title exceptions noted in the Specimen Title Policies set forth in Part II of the Plan.

CONDOMINIUM UNIT DEED

Astor Nine LLC

TO

220 East 9th Street
New York, NY 10003
Unit: _____

County: New York
Block: 464
Lot: _____

Record and Return To:

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT D

CONDOMINIUM UNIT OWNER POWER OF ATTORNEY

CONDOMINIUM UNIT OWNER POWER OF ATTORNEY

Terms used in this Condominium Unit Owner Power of Attorney which are used (a) in the declaration submitted by Astor Nine LLC (“Declarant”) establishing a plan for condominium ownership of the premises known as The 220 East 9th Street Condominium and by the street number 220 East 9th Street, New York, NY 10003 under Article 9-B of the Real Property Law of the State of New York, dated [], and recorded in the New York County Office of the Register of The City of New York on [], as CRFN [] (which Declaration and amendments are hereinafter collectively referred to as the “Declaration”) or (b) in the By-Laws of The 220 East 9th Street Condominium (the “By-Laws”) attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, [], the owner of Unit [] (the “Unit”) in The 220 East 9th Street Condominium, which is (are) designated and described as Unit No. [] in the Declaration and also designated as Tax Lot [], in Block 464 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners’ respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Board deems necessary or appropriate, (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board, with respect to the Common Elements deem necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Common Elements, (b) any

consent, covenant, restriction, easement or declaration, or any amendment thereto, (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate, or (d) perform or observe the Condominium covenants applicable to such Unit.

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

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Residential Units, Commercial Unit and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant 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 or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. This Power of Attorney shall be irrevocable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the
__ day of [].

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the ____ day of [], in the year [], 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

UNIT OWNER'S POWER OF ATTORNEY

TO

**THE BOARD OF MANAGERS OF
THE 220 EAST 9TH STREET CONDOMINIUM**

**220 East 9th Street
New York, NY 10003**

Unit:

County: New York

Section:

Block: 464

Lot:

Record and Return To:

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT E

CONDOMINIUM DECLARATION AND BY-LAWS

DECLARATION OF CONDOMINIUM

for

THE 220 EAST 9TH STREET CONDOMINIUM

by

ASTOR NINE LLC

134 Spring Street, Suite 305
New York, NY 10012

Declarant

of Certain Property Hereby Dedicated to
Condominium Ownership Pursuant
to Article 9-B of the Real Property Law

Dated as of April ____, 2025

For Premises At:

220-228 East 9th Street, New York, NY 10027
Block 464; Lots ____ through ____, inclusive
of the Tax Map of the
City of New York, County of New York

Record and return to:

ROSENBERG & ESTIS, P.C.
733 Third Avenue, 12th Floor
New York, NY 10017
Attention: Brett M. Stack, Esq.

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this “Declaration”) is made pursuant to Article 9-B of the Real Property Law of the State of New York (the “Act”), as of the ____ day of April, 2025, by **ASTOR NINE LLC**, a Delaware limited liability company, having an office at 134 Spring Street, Suite 305, New York, NY 10012 (the “Declarant”).

Recitals

A. The Declarant is owner in fee simple absolute of the certain land with improvements thereon erected or to be erected, located at 220 East 9th Street, New York, NY (the “Premises”), as more fully described in Exhibit A annexed hereto.

B. Declarant has offered for sale to the public condominium interests in the Premises pursuant to a certain written offering plan, dated as of April ____, 2025, as the same may have been amended from time to time (the “Offering Plan”).

C. Declarant wishes to submit the Premises to the provisions of NY Real Property Law Article 9-B (the “Act”) and thereby establish a condominium at the Premises in accordance with applicable law.

NOW THEREFORE, in furtherance of the foregoing, the Declarant hereby declares the following:

ARTICLE 1

Declaration of Intent

1.1 The Declarant hereby submits the Premises to the provisions of the Act in accordance with the requirements thereof and the provisions of this Declaration.

ARTICLE 2

Name of Condominium

2.1 This Condominium shall be known as and by the name of “The 220 East 9th Street Condominium”

ARTICLE 3

Description of Building

3.1 The Building will be a new building constructed primarily for residential use. According to the New York City Department of Buildings, the Building will consist of six (6) above-grade stories, cellar, and bulkhead roof, which will contain, approximately eighteen (18) Residential Units, ten (10) deeded Parking Units, twenty-one (21) Storage Bin licenses and the Common Elements. The building is specified as Class 1-B, non-combustible, conforming to

all applicable regulations of the 2022 Building Code of the City of New York, and all other applicable codes.

ARTICLE 4

Description of Units

4.1 The Condominium shall consist of (a) eighteen (18) residential units (each, a “Residential Unit”), intended to be used for residential purposes, in accordance with applicable law, (b) ten (10) parking spaces (each a “Parking Space”), (c) twenty-one (21) Storage Bins (each, a “Storage License”), all as shown on the floor plans for the Premises, certified by Colberg Architecture, PC and filed or submitted for filing in the Building Department of the City of New York contemporaneously with this Declaration (as amended from time to time, the “Floor Plans”).

4.2 Each Residential Unit consists of the area described as follows:

(a) ; measured horizontally, from the exterior side of the exterior wall, concealed blockwork or concealed concrete structural members of the exterior walls (perimeter concrete columns and perimeter mechanical pipes are not deducted) to the center line of the demising wall separating one Unit from another Unit and the outside face of the corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or to the outside face of the opposite exterior walls; notwithstanding that, in this Declaration and in Exhibit B hereto, the floor area of the elevator opening into each Unit is included in the floor area of such Unit; and

(b) measured vertically, from the top of the concrete floor to the underside of the concrete ceiling of such Unit.

4.3 The Parking Units consist of the areas set forth on the floor plans, Schedule A to the Offering Plan and Exhibit B to the Declaration, and are approximate.

4.4 (a) The Units each include the following to the extent that the described item exists in the Premises or is hereafter furnished, constructed, installed or added to the Premises (and other similar or replacement facilities):

- (i) All windows and doors which exclusively service the Unit;
- (ii) Light fixtures, wiring, circuit breaker, meter and individual electrical panels servicing the Unit;
- (iii) Exhaust fans, hood and ductwork, risers (serving only a single Unit) and branch ducts, electrical feeders, switches and all equipment pertaining to the exhaust system;

(iv) Water heater and fittings;

(v) Electrical meter(s), electrical service switch, wiring, risers, feeders and panels exclusively servicing the Unit, including without limitation, all cabling and wiring from the junction box within each Unit to the interior portion of the Unit; and

(vi) All portions of the heating, ventilation and air conditioning units, equipment, connections and ductwork servicing each Unit, including the VRF condensing units located on the roof of the Building.

(b) Notwithstanding anything otherwise provided in this Article, a Unit shall not include any of the Common Elements located therein or any piping, wiring, ductwork machinery or other materials and equipment used exclusively by or in common with the owners of other Units.

(c) The Units shall each include an undivided percentage co-tenancy interest in the Common Elements (its "Common Interest"), as set forth in Exhibit B to this Declaration.

4.5 Annexed hereto and made a part hereof as Exhibit B is a list of the Units, their Unit designations, approximate locations, approximate areas, number of rooms in residential areas (if any), at least certain of, the Common Elements to which each Unit has access and the Common Interest allocated to such Unit. The exterior load-bearing walls are not included as part of a Unit, the same being considered Common Elements. Each of the Units has either direct access to a public street or such access is by means of a hallway, elevator and/or staircase.

4.6 All painting, decorating, maintenance, repairs, alterations and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Unit (other than the Common Elements located therein) will be made by the Unit Owner of such Unit at such Unit Owner's sole cost and expense; provided however, that the Condominium may require that the Unit Owner and the Board enter into an alteration agreement in connection with certain of such repairs, replacements or alterations, and as a condition to the performance thereof by Unit Owner, upon terms and conditions reasonably acceptable to the Board.

ARTICLE 5

Use of Units

5.1 Subject to those limitations and prohibitions set forth in Section 5.2 below, (a) the Residential Units are intended and permitted to be used for residential purposes, (b) the Retail Units are intended and permitted to be used for any lawful purposes and (c) the Community Facility Unit is intended and permitted to be used for any lawful purpose, all of the foregoing in accordance with Legal Requirements.

5.2 Notwithstanding the foregoing, no Unit (or any portion thereof), may be used or occupied for any use which emits or results in strong, unusual or offensive odors or fumes dust or vapors; emits excessive or objectionable noise or sound; which is a public or

private nuisance; an automobile body and fender shop; an automobile repairs shop (mechanical or otherwise) or any business servicing motor vehicles, including, without limitation, any quick lube oil change services, tire centers, or any business storing or selling gasoline or diesel fuel at retail or wholesale; a so-called "head shop"; a bowling alley; a bingo parlor or any establishment conducting games of chance; a sales office (except as to Declarant), showroom or storage facility for boats, automobiles or other vehicles; a pawn shop; a funeral parlor; a discotheque or dancehall; a recycling facility or stockyard; a skating rink; a car wash; a health or medical clinic which is principally engaged in the performance of abortions or the treatment of drug or alcohol or other substance abuse or AIDS; an off-track betting establishment; a house of worship; a junkyard; a so-called "flea-market"; governmental offices requiring the public to appear (such as welfare, motor vehicle, unemployment offices or courts).

5.3 Notwithstanding anything herein contained, the Declarant and its designated agents and representatives, shall have the right to use one or more Units as a sales office, model unit or for other general purposes.

5.4 Parking Spaces may be used only for storage of a motor vehicle. Nothing contained or stored in the vehicle may pose a health or safety threat or otherwise create a nuisance. Declarant shall have the right to use any unsold Parking Space for any lawful purpose or to change the permitted use of any unsold Parking Space. Except for Declarant or its designee, only Unit Owners may own a Parking Space license. Declarant shall have the right to sell any unsold Parking Space to a purchaser who does not own a Residential Unit.

5.5 The Storage Bins may only be used for storage purposes, and in no event may the Storage Bins be used as dwelling spaces. No materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and Storage Bins may not be used to store toxic, inflammable or combustible items as defined in the Building Code of the City of New York. Failure of a Unit Owner to comply with the use limitations set forth in the immediately preceding sentence may result in issuance by the New York City Department of Buildings of a violation against the Building along with imposition of an associated fine, which fine shall be paid by the violating Unit Owner as more particularly set forth in the By-Laws, and cure the violation within ten (10) days. Declarant and the Board shall have the right to cure the violation at the licensee's expense, if the licensee fails to do so after notice. Notwithstanding the foregoing, Declarant or its designee shall have the right to use any unlicensed Storage Bins for any purpose permitted by Legal Requirements (as hereinafter defined) or to change the permitted use of any unlicensed Storage Bins, subject, however, to the provisions of this Declaration. Except for Declarant, a license for a Storage Bin may not be owned unless the licensee also owns a Residential Unit. For the avoidance of doubt, Unit Owners who place their items in the Storage Bins shall not store or permit anyone else to store in the Storage Bin any (i) animals, food or any other perishable, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay, (iv) items that impose a health or safety threat or cause noxious odors, dirt, or other sanitary problems, (v) items that will create a nuisance, or (vi) valuable items the value and/or replacement of which is not reasonably capable of being covered by insurance.

5.6 The Condominium Board and the Unit Owners do not have any right of approval over the use of the Unsold Units or any part thereof.

ARTICLE 6

Common Elements

6.1 (a) Subject to Article 7 of this Declaration concerning Limited Common Elements, the term “Common Elements” shall mean the entire Premises exclusive of the Units, and include without limitation, the following, if and then to the extent that the described item exists in the Premises or is hereafter furnished, constructed, installed or added to the Premises (and other similar or replacement facilities) and is intended for common use:

- (i) The land described in Exhibit “A” annexed hereto, together with all easements, rights and privileges appurtenant thereto, including, without limitation, the Parking Common Elements at the base of the Building;
- (ii) All of the sidewalks outside of and immediately appurtenant to the Building;
- (iii) All foundations, columns, girders, joists, beams and supports;
- (iv) All exterior walls of the Building, including any columns or other structural elements embedded therein, but excluding any lath and rough or finished plaster or any sheetrock surface on the Unit side of such walls; all cement block walls and partitions separating Units from corridors, elevator shafts, stairs and other mechanical equipment spaces, except the lath and/or plaster or sheetrock or other facing material on the Unit side thereof; the block work or studs (as the case may be) of all walls and partitions separating Units and the plaster and lath or sheetrock on the face of such wall within any vestibule, corridor, elevator shaft, stair or mechanical equipment space, as the case may be;
- (v) The elevator and its doors, controls, bulkhead, shaft, pit, machine room, cables, mechanical equipment, connections and appurtenant facilities;
- (vi) All sub-floors and plaster ceilings in cellar;
- (vii) Corridors, stairs, stairways, fire stairs, landings, vestibule, entrances and exits not exclusively used or available for use by any Unit Owner (including windows and/or skylights located within such areas);
- (viii) Certain portions of the cellar;
- (ix) Vault space, if any, adjoining the cellar;

- (x) Sprinkler system including piping, fittings, valves and sprinkler heads;
- (xi) Steam piping, including valves, traps, strainers, gauges, thermostats, fittings, risers, mains, condensate return pumps, compressors and any items pertaining to the mechanical systems;
- (xii) Burner and all components, including all controls and devices for burner operation;
- (xiii) Combined house sewer, all piping, fittings and house trap;
- (xiv) Entire standpipe system, valves, fittings, Siamese connection, wall hydrant, control valves, central hose cabinet, alarm, check valve assembly, all piping and of manifold;
- (xv) All common electrical wiring and common ground wire system;
- (xvi) Roof, leaders and roof drains;
- (xvii) All water coolers, cold and hot water supply, hot water recycling loop including all valves, fittings, and equipment from the exterior of the Building to the point where the same connects to the water heater unit within the Unit;
- (xviii) Storage Units (use of which is intended to be licensed to Unit Owners);
- (xix) Heating, ventilation and air conditioning units, equipment, fittings, connections and ductwork servicing common elements;
- (xx) All other equipment and facilities in the Building on whatever floor they may be located which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all or substantially all of the Units; and
- (xxi) Fitness center, sauna, dog washing station, clothes washer/dryer machines, two (2) half-bathrooms and a children's playroom.

(b) The Common Elements also include all easements, uses and interests in other areas or facilities which are available, designed or intended for the common benefit and use, whether granted by this Declaration or any other method or instrument.

(c) The term “common use” shall mean use by or for the Unit Owners (or their lessees, guests, licensees and invitees) of all Units.

6.2 The Common Elements shall be owned by all Unit Owners with each Unit Owner having the undivided percentage interest therein, as a tenant-in-common with all other Unit Owners, shown on Exhibit B to this Declaration. Such Common Interests have been determined based upon the approximate proportion that the floor area of the Unit at the date of this Declaration bears to the then aggregate floor area of all of the Units, but such proportion also reflects the substantially exclusive advantages enjoyed by one or more, but not all Units, in and to a Limited Common Element or in a part or parts of the Common Elements. The General Common Interests are the basis for determining the liability of each of the Unit Owners for its respective share of the General Common Expenses attributable to all Unit Owners. The total of the Common Interest and Residential Common Interest percentages appurtenant to the Units each respectively equals 100%.

6.3 The Common Elements are and shall remain undivided and no Unit Owner shall bring any action for partition or division of the Common Elements or any portion thereof, unless otherwise provided by law. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. Upon the conveyance or encumbrance of any Unit, such appurtenant undivided interest shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

6.4 The percentage of the undivided interest in the Common Elements established herein shall not be changed except with the consent of Unit Owners of all of the Units affected by such change, and set forth in a duly-recorded amendment to this Declaration; provided however, that in the event of the appropriation, taking or condemnation by eminent domain by a Federal state or local government, or instrumentality thereof, of any portion of one or more Units, the Common Interests of the Unit Owners of all the Units shall be re-apportioned to reflect such change in circumstances which re-apportionment shall be made upon the same basis as herein set forth in Section 6.2.

6.5 The Common Elements shall be used for or available for the benefit of the Unit Owners, the furnishing of services for which the same are reasonably intended and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner shall use the Common Elements solely in accordance with the purposes for which they are intended without hindering or encroaching upon the rights of any other Unit Owners.

6.6 The Board of Managers shall have the right and the obligation to maintain or cause to be maintained and to make or cause to be made such alterations, repairs, replacements and improvements to the Common Elements as in its sole discretion it may determine to be beneficial and necessary from time to time. The cost of such maintenance, repairs, improvements or alterations to the Common Elements shall be deemed a Common Expense; provided however, that if the need for such repairs or replacements is the result of acts or omissions of a particular Owner or Owners (or of any party for whose acts such Owner is responsible), then such Owner(s) shall reimburse the Condominium for such cost.

6.7 The Parking Common Elements shall consist of the following:

(a) The entrance door appurtenant to the Parking Units area and all areas in the parking garage which are not part of any Parking Unit. Notwithstanding anything to the contrary contained in the By-Laws or this Declaration, the cost of repairing the Parking Unit Common Elements shall be a Parking Common Expense which shall be allocated exclusively to Parking Unit Owners based on their respective percentage of Common Interest (unless damage is caused by a Unit Owner or a Unit Owner's lessee, in which case the repair shall be undertaken by the Board at the expense of the Unit Owner).

(b) All remaining Facilities exclusively serving the Parking Units, excluding the Parking Units, the Residential Units, the Residential Common Elements, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Parking Units.

ARTICLE 7

Limited Common Elements

7.1 Those Common Elements consisting of areas or Facilities appurtenant to one or more but less than all Units and rationally of limited common use by the Owner of the other Units, shall be denominated "Limited Common Elements".

7.2 The Limited Common Elements shall be used by and for the benefit of the Owner or Owners of the Unit or Units to which said elements are appurtenant, the furnishing of services for which the same are reasonably intended and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner having rights with respect to Limited Common Elements shall use the same solely for the purposes reasonably intended and in accordance with applicable rules and regulations of the Condominium with respect to the rights of other Unit Owners.

7.3 Ordinary maintenance and repair of the Limited Common Elements (including, without limitation, broken window glass) shall be the responsibility and obligation of the Owner of the Unit or Units to which said elements are appurtenant, at the sole cost and expense of such Unit Owner(s). Structural alterations, repairs, replacements or improvements to the Limited Common Elements, including roof drains, shall be performed solely by the Board of Managers and the cost thereof shall be a Common Expense; provided however, that if the need for such structural alterations, repairs, replacements or improvements arose from the acts or omissions of a Unit Owner (or such Unit Owner's agent, guest or contractors), then the cost thereof shall be the responsibilities of such Unit Owner, by means of reimbursements or otherwise as the Board of Managers may determine. For the avoidance of doubt, pavers, bulkheads or railings a part of or contained within the Limited Common Elements are the responsibility of the respective Unit Owners, except for parapets which are the Board of Managers responsibility.

7.4 Ordinary maintenance and repair of the planters located Limited Common Elements (i.e. terraces) of Units 2D and 2E is the responsibility of the Board of Managers. Unit Owners of Units 2D and 2E shall not modify any characteristic or location of any planters located on the Limited Common Elements.

ARTICLE 8

Easements

8.1 Subject to the By-Laws and the Rules and Regulations, each Unit Owner shall have an easement, in common with the other Unit Owners, for ingress and egress through, and for the use and enjoyment of, all of the Common Elements and the Common Elements shall be subject to such easement in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

8.2 Each Unit Owner shall have an exclusive easement for the use of the Limited Common Elements, if any, appurtenant to its Unit.

8.3 The Declarant and its designees have the additional right, in the nature of an easement (in addition to its easement rights as a Unit Owner), to use the Common Elements and Limited Common Elements for any lawful purposes, specifically including, but not limited to, installation, operation, maintenance, repair and replacement of telecommunication equipment, lines and other connections on the roofs and façade of the Building.

8.4 The Board of Managers shall have an easement and a right of access to each Unit and to the Common Elements (subject to the terms of any lease then affecting any portion thereof) to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Entry shall be permitted on not less than one day's notice, except that no such notice shall be necessary if repairs or replacements are immediately necessary or are required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building.

8.5 The Board of Managers, on behalf of each Unit Owner, shall have the right to grant such additional electric, gas, steam, cable, television, telephone, computer, telecommunications, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Premises as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, including the Parking Common Elements and Parking Units, or for the general health, safety, benefit or welfare of the Unit Owners, tenants and occupants of the Units, provided that the grant of such additional utility easements, or the relocation of existing utility

easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. A utility company to which an easement has been granted shall have a right to access of each Unit and to the Common Elements in furtherance of the easement. The right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

8.6 Each Unit and the Common Elements shall have easements of subjacent support and necessity and will be subject to such easements in favor of the other Units and the Common Elements.

8.7 Any utility company or public benefit corporation furnishing services to the Premises and the employees and agents of any such company or corporation shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of easements set forth in this Article 8; provided, that such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

8.8 In addition to the specific easements set forth in this Declaration, the Premises and every portion thereof shall be subject to all easements and rights of access prescribed in the Act.

8.9 If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements as a result of the construction of any other Unit or as a result of the construction of the Building, or if any such encroachments shall hereafter occur as a result of a settling or shifting of the Building, or by reason of the repair, replacement and/or restoration by or on behalf of the Board of Managers of the Building, any Unit or the Common Elements, a valid easement shall be deemed created for such encroachments and for the maintenance of the same so long as the Building stands. In the event that any portion of the Premises shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and thereafter and as a result thereof rebuilt, encroachments of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, which result from such re-building, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

8.10 All pipes, wires, conduits, cables and public utility lines located within each Unit (or such pipes, wires, conduits or cables furnished and/or installed by a Unit Owner) shall be owned by the Unit Owner of such Unit. Any other portion of such pipes, wires, conduits, cables and public utility lines shall be Common Elements. The Board of Managers on behalf of each and every Unit Owner shall have an easement to gain and have access to maintain and use all pipes, wires, conduits, cables and public utility lines located in any Unit and which service or affect the Unit of any other Unit Owner or any of the Common Elements. Each Unit shall be subject to an easement in favor of the Board of Managers for such purposes as aforesaid or for any other lawful purposes.

8.11 So long as any of them own any Units, the Declarant, its successors and assigns, reserve the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across all portions of the Premises for the purpose of selling or leasing and offering for

sale or lease any portion of the Premises (including erection and maintenance of signs in connection with such sales and/or leasing efforts) or exercising any rights or performing any obligations on its part to be performed under the Offering Plan or by other Legal Requirements. The Declarant shall have the right to grant and reserve easements, licenses and rights-of-way in, through, under, over and across the Premises for such purposes. The provisions of this Section 8.10 shall not be amended without consent of the Declarant.

ARTICLE 9

Units Acquired by the Board

9.1 In the event any Unit Owner shall convey its Unit to the Board of Managers in accordance with Section 339 of the Act or in the event the Board of Managers shall purchase any Unit at a foreclosure sale or acquire title to any Unit in lieu of foreclosure as to such Unit, title to such Unit shall be held by the Board of Managers, or its designee, on behalf of all other Unit Owners.

9.2 In order to carry out the provisions of this Article 9, on the closing date of the sale of each Unit, each Unit Owner shall grant an irrevocable power-of-attorney, coupled with an interest, to the Board of Managers authorizing and enabling the Board of Managers, upon such terms as the Board of Managers in its sole discretion shall deem appropriate subject to the applicable provisions of the By-Laws of the Condominium, to (a) acquire title to such Unit or (b) sell, lease, sublease, mortgage, vote or otherwise deal with such Unit.

ARTICLE 10

Rules and Regulations

10.1 Use of Common Elements, Limited Common Elements and the Units shall be further governed by Rules and Regulations incorporated in the By-Laws of the Condominium, as the same may be adopted or amended by the Board of Managers from time to time.

ARTICLE 11

Management

11.1 In order to operate and administer the Condominium on behalf of all Unit Owners, the Board of Managers shall have the authority to enter into a contract with a firm, person or corporation to act as managing agent. Said contract may delegate to the managing agent all those powers, duties and responsibilities of the Board of Managers reasonably necessary to insure continuous maintenance and operation of the Condominium. Said duties and services to be performed by the managing agent may include but shall not be limited to, the following on behalf of and as agent for the Board of Managers:

- (a) Prepare an annual budget for approval by the Board of Managers.

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

(c) Procure, maintain and keep in force insurance policies as provided for in this Declaration or the By-Laws.

(d) Provide upon request of a Unit Owner, a mortgagee or prospective mortgagee, purchaser or prospective transferee of a Unit or the Board of Managers, a written statement and account setting forth any amounts unpaid by a Unit Owner, which shall be binding upon the managing agent and the Condominium in favor of any person who relies thereon in good faith.

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

(f) Enter into contracts with others, including a maintenance company, firm or persons, for the replacement and repair of furnishings, equipment and appliances which are part of the Common Elements, for the general repair and maintenance of the Building and Units, Common Elements and Limited Common Elements and for the furnishing of services, as the managing agent deems proper and appropriate to accomplish the intent of this Declaration.

(g) Propose, from time to time, Rules and Regulations for the administration and use of the Condominium in accordance with and to effectuate the intent, terms and provisions of this Declaration.

(h) Provide for landscaping, upkeep, safety, maintenance and repair of Common Elements, Limited Common Elements (to the extent required under this Declaration) and accomplish and perform or cause to be performed all snow removal and maintenance for the roads, parking areas and walkways situated thereon.

(i) Provide for the reasonable security of the Units, Common Elements and Limited Common Elements (to the extent required under this Declaration) and Unit Owners and their lessees, licensees, guests and invitees while they are on the Premises (to the extent required under this Declaration), it being acknowledged that the managing agent shall not be deemed an insurer of such security.

(j) Enter the Units or permit its duly-authorized agents or employees to enter the Units, at all reasonable times to effectuate the provisions contained in this Declaration, including for the purposes of maintenance, inspection, repair and replacement.

(k) Pay all taxes and assessments, costs and other common charges and discharge, contest, protest and settle liens or charges affecting the Premises.

11.2 Each Unit Owner, by its acceptance of the deed or other instrument conveying an interest in a Unit, does hereby irrevocably constitute and appoint the managing agent acting from time to time, with full power of substitution, as its true and lawful attorney-in-fact coupled with an interest, in its name, place and stead to: (a) deal with the interest of such Unit Owner upon damage to or destruction of any Units or any furniture, furnishings, fixtures, appliances, or equipment contained therein; and (b) to enter into all agreements which the managing agent is authorized to enter into pursuant to the terms of this Declaration.

11.3 Notwithstanding anything to the contrary in this Declaration, the Bylaws, or any other governing documents of the Condominium, the Board of Managers shall not be required to obtain or conduct an independent audit of the Condominium's financial statements, except as may be required by applicable law, including but not limited to the New York Condominium Act (Article 9-B of the Real Property Law), or if approved by a majority of Unit Owners at a duly called meeting.

In lieu of an audit, the Board may, at its discretion, engage an independent certified public accountant to prepare a review or compilation of the Condominium's financial statements. The Board shall ensure that financial records are maintained in accordance with generally accepted accounting principles (GAAP) or other reasonable accounting standards and that annual financial statements, including a statement of income and expenses, are made available to Unit Owners in accordance with the Condominium's governing documents and New York law.

Nothing in this provision shall be construed to limit the right of Unit Owners to inspect financial records as provided under Section 339-w of the New York Real Property Law or any other applicable statute.

ARTICLE 12

Service of Process

12.1 Service of process with respect to the cases provided in the Act shall be made upon the president of the Board of Managers at the Premises. In addition, the Secretary of State of the State of New York is hereby designated as agent of the Board of Managers upon whom process against the Board of Managers may be served in accordance with the provisions of the Act. The post office address to which the Secretary of State shall mail a copy of any process against the Board of Managers served upon him or her is:

The 220 East 9th Street Condominium
220-228 East 9th Street
New York, NY 10003
Attention: President

ARTICLE 13

Transfer of Unit Ownership

13.1 Any Unit Owner shall notify the secretary of the Board or the managing agent, of any transfer by sale or otherwise of its ownership interest or any portion thereof, at least ten (10) days prior to the closing date of said transfer. Said notice shall be in such form and shall include such information as the Board of Managers or the managing agent shall prescribe and require from time to time. All necessary notices sent to the person or entity shown as the Unit Owner on the records of the Board shall be binding.

13.2 Transfer of an ownership interest shall not relieve or release any former Unit Owner from any liability or obligations incurred during the period of such ownership or impair any rights or remedies which the Condominium may have against such former Unit Owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

ARTICLE 14

Units Subject to Declaration, By-Laws and Rules and Regulations

14.1 All Unit Owners, tenants and other occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as any of the same may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease, or the entering into occupancy or possession of any Unit shall constitute an acknowledgement, acceptance and ratification of the provisions of this Declaration, the By-Laws and the Rules and Regulations, as any of the same may be amended from time to time. The provisions of this Declaration, the By-Laws and Rules and Regulations duly-adopted by the Board of Managers, and recorded as required by the Act, shall be covenants touching and running with the land upon which the Premises are situated, and each Unit, and shall be binding upon and inure to the benefit of any person having any interest or estate in the Premises or such Unit, as the case may be, as though expressly recited in the document transferring such interest.

14.2 Any actual or apparent conflict or inconsistency between the description of Units, Common Elements or Limited Common Elements as described in this Declaration on the one hand and as depicted in the Floor Plans on the other hand, shall be resolved in favor of the depiction in the Floor Plans.

ARTICLE 15

Amendment and Withdrawal

15.1 No amendment of this Declaration shall be effective unless and until duly recorded in the office of the New York City Register, New York County. Notwithstanding the foregoing, the Declarant reserves the right and power to amend this Declaration at any time prior

to entering into a purchase agreement for the sale of the first Unit hereunder by an amendment executed by Declarant and duly-recorded in the said office.

15.2 The Premises shall not be withdrawn from provisions of the Act except upon the affirmative vote of Unit Owners holding, in the aggregate, at least eighty (80%) percent in Common Interest, with consent of the Permitted Mortgagees, if any, affecting the Units of all such Unit Owners, at a meeting duly-held for such purpose. The Declarant shall not vote for such withdrawal unless Unit Owners holding, in the aggregate, at least eighty (80%) percent of the aggregate Common Interest, exclusive of the Declarant, shall have voted for such withdrawal, in which event the Declarant may vote for or against such withdrawal.

15.3 This Declaration may be amended upon the affirmative vote of Unit Owners holding, in the aggregate, at least sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent in Common Interest present in person or by proxy at a meeting duly-held for such purpose; provided, however, that the Common Interest appurtenant to each Unit, as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected thereby and provided further, that the rights, benefits or obligations of the Declarant shall not be modified except upon the express prior consent thereto by the Declarant.

15.4 Nothing contained in this Declaration shall prohibit the division of any Unit and Common Interest appurtenant thereto, provided that any such division shall be in accordance with the By-Laws and this Declaration. In no case, however, may any such division result in a greater percentage of Common Interest for the total of the new Units than existed for the original Unit before division. An amendment to this Declaration, required to reflect division of any Unit as authorized by this Article 15, may be filed by the Board of Managers without the consent of any Unit Owner provided that the percentage of Common Interest of any other Unit is not thereby affected.

ARTICLE 16

Condominium Charges

16.1 (a) Common Charges. Pursuant to this Declaration, each Unit Owner will be required to pay a Common Charge as determined annually by the Board of Managers, which Common Charge is to pay for the Common Expenses of the Condominium. Said Common Charge shall be levied as amongst the Unit Owners in accordance with each Unit Owner's Common Interest and other factors such as actual or intended special or exclusive use, benefit or availability or exclusive control of Common Elements by a particular Unit Owner. The aggregate Common Expenses may include, but are not limited to, the following costs appertaining to Common Elements:

- (1) Taxes;
- (2) Reserve accounts for replacements, repairs and improvements;
- (3) Water and sewerage charges;
- (4) Maintenance of the Common Elements and Limited Common Elements;
- (5) Utility charges;

- (6) Janitorial services;
- (7) Insurance coverage as herein provided for;
- (8) Purchasing, maintenance and replacement of equipment. Administrative costs;
- (9) Managing Agent's fee; and
- (10) Staff.

The Board of Managers shall, in accordance with the By-Laws, review the amount of Common Charges on not less than an annual basis to determine if the same are adequate. Common Charges shall be due and payable as provided in the By-Laws of the Condominium.

(b) Parking Common Charges. Pursuant to this Declaration, each Parking Unit Owner will be required to pay a Parking Common Charges as determined annually by the Board of Managers, which Parking Common Charges are to pay for the Parking Common Expenses of the Condominium. Said Parking Common Charges shall be levied as amongst the Parking Unit Owners in accordance with each Parking Unit Owner's Common Interest and other factors such as actual or intended special or exclusive use, benefit or availability or exclusive control of Parking Common Elements by a particular Unit Owner. The Board of Managers shall, in accordance with the By-Laws, review the amount of Parking Common Charges on not less than an annual basis to determine if the same are adequate. Parking Common Charges shall be due and payable as provided in the By-Laws of the Condominium.

(c) Allocation of Common Expenses. In accordance with the Condominium Act, Section 339-m, certain Common Expenses and profits are specially allocated by the Board to the Parking Units in a manner disproportionate to its Common Interest. For Common Expenses for which the Parking Unit Owner does not contribute an amount proportionate to its Common Interest, the Residential Unit Owners shall share in the payment of such amounts in proportion to their respective share of Common Interest relative to only the Residential Units.

(d) Individual Expense Charge. In addition to the obligation to pay Common Charges, the Board of Managers may assess a Unit Owner an amount (an "Individual Expense Charge"), which such Unit Owner shall pay on a current basis, based upon those costs and expenses, if any, directly related to the acts or omissions of, or attributable to, such Unit Owner. Such costs and expenses shall include but are not limited to repairs or replacements to the Premises or the Common Elements or their respective components, including, without limitation, furniture, furnishings, carpeting, appliances, fixtures or equipment occasioned by the specific use, abuse, carelessness or neglect of any Unit Owner or any tenant, guest, licensee or invitee of said Unit Owner and any fine(s) which may be imposed by the Board of Managers upon a Unit Owner pursuant to the By-Laws.

(e) Special Assessments. The Board of Managers shall have the right, duty and authority to levy special assessments ("Special Assessments") on all Unit Owners from time to time as deemed necessary in order to carry out the purposes and intent of this Declaration and pursuant to the provisions of the By-Laws of the Condominium and may be for the purpose of paying operating expenses, capital expenditures or creating reserves or for any other purpose

the Board of Managers may determine. Such special assessments shall be levied as amongst the Unit Owners in accordance with each Unit Owner's Common Interest.

(f) Charges Generally. Common Charges, Individual Expense Charges and Special Assessments, together with any interest thereon or late fees accrued with respect thereto, are referred to, collectively, as "Charges".

16.2 All amounts assessed by the Board of Managers as Common Charges, special assessments or individual expenses charges, unpaid by an Unit Owner as and when due, together with interest thereon computed at the rate of fifteen percent (15%) per annum from the due date, shall constitute a lien upon the Unit of such Unit Owner, prior to all other liens except tax liens on the Unit filed by the taxing subdivision of any governmental authority and to the lien for unpaid sums due on a first mortgage of record encumbering a Unit. The managing agent or the Board of Managers may bring legal action or take other reasonable actions, in its sole discretion, to collect any amounts from the Unit Owner liable for payment thereof, with or without foreclosing or waiving the lien herein described. Such lien for unpaid Charges shall attach from the date such unpaid amounts were first due and payable and may be foreclosed by the Board of Managers in like manner as a mortgage on real property. In the event that the proceeds of the foreclosure sale are not sufficient to pay in full unpaid Charges, the unpaid balance shall be charged to all Unit Owners as Common Expense. Notwithstanding anything herein contained to the contrary, in the event that the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to a Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such transferee, its successors or assigns shall not be liable for and the Unit shall not be subject to a lien by reason of the non-payment of Charges were assessed and became due prior to the transfer of title. In such event, the unpaid balance of Charges shall be charged to all other Unit Owners as a Common Expense. As herein used, the term "institutional mortgage" shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a *bona fide* mortgage granted by the Unit Owner to a purchaser of a Unit or in which the Unit Owner participates with one of the above.

16.3 The Condominium shall have the right to recover all costs and expenses incurred by it, including reasonable attorneys' fees and expenses, in connection with any act, action or proceeding taken to enforce the provisions of this Declaration, the By-Laws or Rules and Regulations of the Condominium.

16.4 Each Unit Owner shall pay the Charges assessed against such Unit Owner as and when due. No Unit Owner may exempt himself from liability for the payment of the common charges assessed against such Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit; provided, that a Unit Owner shall not be liable for the payment of any Common Charges accruing subsequent to sale, transfer or other conveyance by an owner of its Unit made in accordance with the provisions of this Declaration and the By-Laws.

16.5 In the event that payment of Charges by a Residential Unit Owner who does not occupy the Unit (and who has leased the Unit to a rental tenant) is more than thirty (30)

days late, upon written notice within forty-five (45) days after the earliest due date to the tenant and non-occupying Residential Unit Owner providing that, commencing immediately and until such time as payments are made current, rental payments due from the tenant shall be made payable to the Condominium at the address listed in the notice. When the non-occupying Residential Unit Owner resumes payment of Charges on a current basis, the tenant and Residential Unit Owner will be notified in writing within three (3) business days of such payments becoming current and the rental payments will once again be payable by such rental tenant to the Residential Unit Owner.

ARTICLE 17

Excess Development Rights

17.1 Any excess development rights now or hereafter created, appurtenant to the Premises (“Excess Development Rights”) shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights (a transferee of Excess Development Rights being a “Development Rights Owner”). Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner. Neither the Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights.

17.2 In connection with its utilization of Excess Development Rights, Sponsor or Development Rights Owner, among other rights, may cause the Property to be divided into two (2) or more parcels which collectively are referred to as the “Combined Zoning Lot.”

17.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Board, shall be deemed to have consented to and agreed that, if Sponsor or a Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property (“Additional Parcels”) so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Excess Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Excess Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof; and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Excess Development Rights in any manner, including by effecting a transfer of Excess Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Excess Development Rights from Sponsor or a Development Rights Owner.

17.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable

power of attorney coupled with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development Rights Owner. Alternatively, upon demand of Sponsor or a Development Rights Owner, each Unit Owner and the Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or Development Rights Owner in order that (i) Sponsor or Development Rights Owner may effectively utilize, sell or otherwise transfer Excess Development Rights to any Person designated by Sponsor or Development Rights Owner, and (ii) such Person may effectively utilize such Excess Development Rights.

17.5 Notwithstanding the foregoing, neither Sponsor nor any Development Rights Owner may utilize Excess Development Rights to increase the size, height, bulk or density of any portion of the Property.

17.6 All rights and obligations of Sponsor set forth in this Declaration with respect to the Excess Development Rights shall apply equally to any Development Rights Owner.

ARTICLE 18

Invalidity

18.1 The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 19

Unit Owner's Power Of Attorney

19.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed Declarant as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents; and

(b) effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in this Declaration.

19.2 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed the Board of

Managers as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit from such Unit's owner, in the name of the Board of Managers or its designee on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Residential Unit so leased; and

(d) execute, acknowledge and deliver (i) any declaration or other instrument affecting the Premises which the Board of Managers deems necessary or appropriate to comply with any Legal Requirements applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Premises or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Premises which the Board of Managers deems necessary or appropriate or (iii) any protest and tax certiorari proceeding documentation affecting Units.

19.3 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Declarant or the Board of Managers (or their respective designees), shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Power of Attorney, substantially in the form set forth as Exhibit D to this Declaration, or such other form as the Board of Managers may hereafter duly adopt.

ARTICLE 20

Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21

Notices

Any notice required to be sent to a Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage paid to the last

known address of the person who appears as Unit Owner on the records of the Condominium at the time of such mailing.

ARTICLE 22

Captions

The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

ARTICLE 23

Gender

The use of masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 24

Binding Effect

The provisions of this Declaration shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Premises or any part thereof, each Unit Owner and his heirs, successors and assigns. Each Unit Owner, including the Declarant, its successors and assigns, shall be fully discharged and relieved of liability from the provisions herein contained insofar as the same relate to each Unit owned, upon ceasing to own any interest therein and paying all sums and performing all obligations hereunder in respect to such Unit to the time its ownership interest is terminated.

ARTICLE 25

Definitions

25.1 The following terms as used in this Declaration and unless otherwise herein defined, shall have the following meanings.

25.2 “Act” means the New York Condominium Act, contained in Article 9-B of the Real Property Law of the State of New York, as the same may from time to time be amended.

25.3 “Any Specified Percentage of Unit Owners” means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or

(iii) such percentage in Common Interest and such percentage in number of Units, as may be specified in this Declaration or the By-Laws with respect to any matter or matters, provided, however that different percentages in Common Interest and/or in number of Units may be so specified.

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

25.5 “By-Laws” means the by-laws of the Condominium, as the same may be duly amended from time to time.

25.6 “Closing Date” or “Closing” means the date upon which title to a Unit is conveyed by Declarant to a purchaser under the Offering Plan.

25.7 “Building” means the building and all other improvements appurtenant thereto, located at 370 Lenox Avenue a/k/a 60 West 129th Street, New York, NY.

25.8 “Common Charges” means each Unit Owner’s proportionate share of the Common Expenses in accordance with its Common Interest and other factors described in Section 16.1(a) of this Declaration.

25.9 “Common Elements” mean the entire Premises exclusive of the Units, as further defined in Section 6.1.

25.10 “Common Expenses” means and includes:

- (a) expenses of operation of the Premises;
- (b) Reserves for contingencies or for other purposes as may be determined by the Board of Managers; and
- (c) all other sums designated as Common Expenses by or pursuant to the provisions of the Act, this Declaration or the By-Laws, whether payable by all Unit Owners either as Common Charges or else by Special Assessment, duly-levied by the Board of Managers in accordance with the Act, this Declaration and the By-Laws.

25.11 “Common Interest” means the proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in this Declaration.

25.12 “Common Profits” means the excess of all receipts of the rents and profits from the Common Elements remaining after deduction of the Common Expenses.

25.13 “Condominium” shall mean the cooperative interests in realty as described in the Offering Plan and designated as Smithsonian Place Condominium.

25.14 “Declarant” shall mean the Declarant named as such in this Declaration and (a) any party it designates in writing as its designee(s) and (b) its successors-in-interest and assigns.

25.15 “Declaration” means the instrument by which the Premises is submitted to the provisions of the Act as from time to time the same may be amended.

25.16 “Department” or “Department of Law” means the Department of Law of the State of New York, Real Estate Finance Bureau.

25.17 “Facility” or “Facilities” refers to, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, fire pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, breeching connections, ducts and exhaust vents, fittings, valves, Siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, intercom, call boxes and televisions, cameras, receivers; meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, waste stack, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, appurtenance, um, basket, mail box, carpeting, tile or other floor covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

25.18 “Floor Plans” refers to the floor plans of the Building identified in this Declaration, as the same may be amended from time to time (including, without limitation, elevation drawings of the Building Facades), which have been approved by the Tax Map Unit of the Department of Finance of The City of New York and recorded with the City Register’s Office.

25.19 “Legal Requirements” shall mean all federal, state, county, municipal and other governmental statutes, laws, treaties, rules, orders, regulations, ordinances, judgments, decrees, injunctions, permits or requirements of governmental authorities affecting the Premises or any part thereof or the zoning, construction, use, alteration, occupancy or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including, without limitation, all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments of record at any time in force affecting the Premises or any part thereof, including, without limitation, any which may (a) require repairs, modifications or alterations in or to the Premises or any part thereof, or (b) in any way limit the use and enjoyment thereof.

25.20 “Limited Common Elements” means and includes such Common Elements or portions thereof as have been designated for use by one or more but less than all Unit Owners.

25.21 “Majority of Unit Owners” means either (i) Unit Owners holding more than fifty (50%) percent in Common Interest in the aggregate, or (ii) Unit Owners holding more than fifty (50%) percent in number of Units in the aggregate, or (iii) more than fifty (50%) percent in the aggregate in both Common Interest and in number of Units, as may be specified in this Declaration or the By-Laws, with respect to any matter or matters.

25.22 “Offering Plan” means that certain condominium offering plan filed with the Department on or about January 4, 2024, as the same may from time to time be duly amended, pursuant to which condominium interests in the Premises are offered for sale to the public by the Declarant, as sponsor.

25.23 “Operation of the Premises” means and includes the administration of the Premises and the maintenance, repair, supplement and replacement of the Common Elements.

25.24 “Unit Owner” means the person or persons of record owning a Unit in fee simple absolute as of the date in question.

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

25.26 “Property” or “Premises” means and includes the land described in Exhibit “A” annexed hereto, together with the Building and all other improvements thereon and hereafter thereon, owned in fee simple absolute.

25.27 “Parking Unit Owner” refers to the record Unit Owner of fee title to a Parking Unit at the date in question.

25.28 “Parking Common Charges” refers to assessments payable to the Board by the Parking Unit Owners for the purpose of meeting (a) Parking Common Expenses and (b) each Parking Unit Owner’s pro rata share of General Common Expenses.

25.29 “Parking Common Element” refers to the Common Elements that serve or benefit exclusively the Parking Units and/or the Parking Unit Owners.

25.30 “Parking Common Expense” refers to costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition improvement to, the Parking Common Elements, or in connection with any services nor facilities exclusively benefitting the Parking Unit Owners.

25.31 “Unit” means such part of the Premises intended for any type of use or uses, and with an exit to a public street or highway or to a Common Element or Common Elements leading to a public street or highway and may include without limitation appurtenances such as garage or other parking spaces, storage room, balcony, terrace and patio.

25.32 “Unit Designation” means the number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in this Declaration and on the floor plans for the Building as set forth in Exhibit “B” annexed to this Declaration.

ARTICLE 26

INCORPORATION BY REFERENCE

26.1. The terms, covenants, conditions, descriptions, and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans, are each incorporated herein by this referenced and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of this ____ day of _____, 2025.

ASTOR NINE LLC

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

EXHIBIT A

Legal Description of the Premises

The 220 East 9th Street Condominium
220 East 9th Street
New York, NY 10003

[Block 464; Lots ____ through ____, inclusive
of the Tax Map of the
City of New York, County of New York]

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 9th Street distant 224 feet westerly from the intersection of the southerly side of 9th Street with the westerly side of 2nd Avenue;

RUNNING THENCE southerly parrel with 2nd Avenue, 75 feet;

THENCE westerly parallel with 9th Street, 105 feet to land now or late of James B. Murray;

THENCE northerly parallel with 2nd Avenue, along said land now or late of Murray, 75 feet to the southerly side of 9th Street;

THENCE easterly along with southerly side of 9th Street, 105 feet to the point or place of **BEGINNING**.

EXHIBIT B

Description of Units

220 East 9th Street Condominium
220-228 East 9th Street, New York, NY 10027
 [Block 464; Lots ____ through ____, inclusive
 of the Tax Map of the
 City of New York, County of New York]

<u>Residential Units</u>	Block Tax Lot #	Location	Floor Area (sf)	Unit Limited Common Element Outdoor Area (sf)	BR/Bths	Common Interest	Residential Common Interest	Certain Common Elements to Which Unit Has Access
1A		1 st Floor	2,777		2 +rec room/2 +2 half baths	7.1670%	7.4961%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
1B		1 st Floor	650		1/1	1.6775%	1.7546%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
2A		2 nd Floor	1200		2/2	3.0970%	3.2392%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
2B		2 nd Floor	646		1/1	1.6698%	1.7465%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
2C		2 nd Floor	800		1/1	2.0647%	2.1595%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
2D		2 nd Floor	1672	668	2/2.5	6.0366%	6.3138%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
2E		2 nd Floor	1665	561	2+ Den/2.5	5.7450%	6.0087%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby

3A		3 rd Floor	1431		3/3	3.6932%	3.8628%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
3B		3 rd Floor	1215		2/2	3.1383%	3.2824%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
3C		3 rd Floor	1672		2/2.5	4.3126%	4.5106%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
3D		3 rd Floor	1665		2+ Den/2.5	4.2971%	4.4944%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
4A		4 th Floor	1654		3/3	4.2687%	4.4647%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
4B		4 th Floor	1570	449	2/2.5	5.2107%	5.4500%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
4C		4 th Floor	1789	557	3/3.5	6.0547%	6.3327%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
5A		5 th Floor	1,347		2/2	3.4764%	3.6360%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PHA		5 th and 6 th Floors. Roof.	3,048	1,560	4/4.5	11.8925%	12.4386%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PHB		5 th and 6 th Floors. Roof.	2,943	1,342	4/3.5	11.0589%	11.5667%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PHC		5 th and 6 th Floors. Roof.	2,380	1,785	3/3.5	10.7492%	11.2428%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
Residential Units Subtotal			30,124 sf	6,922 sf		95.61 %	100.00 %	
Parking Units	Block Tax Lot #	Location	Floor Area (sf)	Unit Outdoor Area (sf)	BR/Bths	Common Interest	Parking Common Interest	Certain Common Elements to Which Parking Unit Has Access

PH-1		Cellar	198	0	0	0.5110%	11.6402%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-2		Cellar	153	0	0	0.3949%	8.9947%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-3		Cellar	182	0	0	0.4697%	10.6996%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-4		Cellar	153	0	0	0.3949%	8.9947%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-5		Cellar	173	0	0	0.4465%	10.1705%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-6		Cellar	177	0	0	0.4568%	10.4056%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-7		Cellar	153	0	0	0.3949%	8.9947%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-8		Cellar	179	0	0	0.4620%	10.5232%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-9		Cellar	166	0	0	0.4284%	9.7590%	Corridors, Mechanical Rooms, Equipment Rooms, Stairs, Elevators, Lobby
PH-10		Cellar	167	0	0	0.4310%	9.8178%	Corridors, Mechanical Rooms, Equipment Rooms,

								Stairs, Elevators, Lobby
Parking Units Subtotal			1,701 sf	0 sf		4.39%	100.00%	
TOTALS FOR RESIDENTIAL UNITS AND PARKING UNITS			31,825 sf		--	100.000%		

EXHIBIT C

By-Laws

**[Exhibit C to Declaration
of Condominium]**

THE 220 EAST 9TH STREET CONDOMINIUM

BY-LAWS

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BY-LAWS
OF
THE 220 EAST 9TH STREET CONDOMINIUM
ARTICLE 1

Plan of Unit Ownership

Section 1.1. Unit Ownership. The land (the “Land”) situated in the City and State of New York, New York County, more particularly described in Exhibit A to the Declaration of Condominium recorded in the Office of the Register, New York County, simultaneously herewith (as the same may be hereafter amended, the “Declaration”) and the building and improvements constructed thereon (the “Building”), are owned by the Declarant named in the Declaration (the “Declarant”) and have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declarant. The condominium created thereby shall hereafter be known as “The 220 East 9th Street Condominium” (the “Condominium”).

Section 1.2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy of the Premises. The Land and the Building, the Units and Common Elements (as defined in the Declaration), and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, now or hereafter situated therein (which personal property is not owned by a Unit Owner) and intended for use in connection therewith, all of which are intended to be submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, are hereinafter collectively referred to as the “Premises”.

Section 1.3. Application.

(a) All present and future Unit Owners, mortgagees, lessees and occupants of the Units and their employees, and any other person who may use the facilities of the Premises in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations (as any of the same may be hereafter amended, collectively, the “Condominium Documents”).

(b) The acceptance of a deed to or conveyance of a Unit or the entering into of a lease or the act of occupancy of all or portion of a Unit or any portion of a Unit shall constitute an agreement that the Condominium Documents, are accepted, ratified and will be complied with by such transferee or lessee.

Section 1.4. Office. The office of the Condominium and the Board of Managers of the Condominium (the “Board of Managers” or “Board”) shall be located at the Premises, or such other location within the City of New York as the Board may designate from time to time.

Section 1.5. Definitions. All capitalized terms used in these By-Laws and not otherwise herein defined shall have the meanings set forth in Article XIII of these By-Laws.

ARTICLE 2

Meetings of the Unit Owners

Section 2.1. Annual Meetings. The first annual meeting of the Unit Owners for such business as may properly come before such meeting, shall be called by the President appointed by the members of the Board designated by the Declarant in the Offering Plan (the “Initial Board”). The first annual meeting shall be held in the City of New York, State of New York, at such hour and place as may be designated in the notice of meeting, within approximately one hundred eighty (180) days after the date of Initial Closing (as defined in the Offering Plan). Thereafter, the Unit Owners shall meet at least annually, on or about the same date of each and every year, unless a legal holiday, in which event such meeting shall be held on the first day thereafter not a legal holiday. The notice of meeting shall be in writing and shall state the time when and the place at which such meeting is to be held. A copy of such notice shall be served, either personally or by mail, upon each Unit Owner of record entitled to vote at such meeting, not less than ten (10) days or more than fifty (50) days before the scheduled meeting. The date on which “record” ownership shall be fixed shall be the date immediately prior to the service of notice of the meeting or the taking of such other action as appropriate.

Section 2.2. Special Meetings. Special meetings of Unit Owners, other than those required by statute, may be called at any time by any officer of the Condominium upon (a) the written demand therefore, for purposes which must be specified in such demand, by a Majority of Unit Owners or (b) upon resolution of the Board. A notice of each special meeting, stating the time, place and purpose thereof and the persons by whom the meeting is called, shall be served, either personally or by mail, on each Unit Owner of record, not less than ten (10) days nor more than fifty (50) days before the scheduled meeting. No business other than that stated in the notice shall be transacted at any special meeting, unless all Unit Owners of record are present thereat in person or by proxy.

Section 2.3. Waiver of Mailing of Notice; Address for Notices. The notice provided for in the two foregoing sections is not indispensable, and any Unit Owners’ meeting whatsoever shall be valid for all purposes if all Unit Owners of record are present thereat in person or by proxy, or if a quorum is present as provided in the next succeeding section and notice of the time, place and purpose of such meeting has been duly and unconditionally waived in writing by Unit Owners not so present. The attendance of any Unit Owner at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her. Any notice to be served upon a Unit Owner by mail shall be directed to the Unit Owner at his address as it appears on the books of the Condominium unless the Unit Owner shall have filed with the secretary of the Condominium, prior to the giving of a notice, a written request that notices intended for him be mailed to such other address, in which case it shall be mailed to the address designated in such request.

Section 2.4. Quorum. At all meetings of Unit Owners, in order to constitute a quorum and to permit the transaction of any business except to adjourn a meeting, there shall be present, either in person or by proxy, the holders of at least fifty (50%) percent of the Common Interests entitled to vote thereat. A majority of the Unit Owners present may adjourn a meeting to a subsequent day despite the absence of a quorum.

Section 2.5. Voting. On all matters to be voted upon by the Unit Owners, each Unit Owner of record shall be entitled at each Unit Owners' meeting to one vote, in person or by proxy, for each .01% of Common Interests standing in his or her name at the time of the meeting. All proxies shall be in writing but need not be acknowledged or witnessed and shall be filed with the secretary at or prior to the time of the meeting. The person named as proxy need not himself be a Unit Owner. All voting shall be held on a non-cumulative basis and shall be *viva voce*, except that any qualified voter may demand a ballot vote, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests held by him or her, and in addition, the name of the proxy, if such ballot is cast by a proxy. All elections of members of the Board shall be determined as set forth in Section 3.2(c) of these By-Laws. In respect of all other matters, unless otherwise specified in the Act, these By-Laws or the Declaration, the affirmative vote of holders of a plurality of Common Interests represented at any meeting of Unit Owners, in person or by proxy, shall be necessary for the transaction of any item of business and shall constitute the act of the Unit Owners.

Section 2.6. Consent of Unit Owners. Whenever the Unit Owners are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken and signed by Unit Owners of record holding in the aggregate of at least sixty-six and 2/3 (66²/₃%) percent of the Common Interests.

Section 2.7. Order of Business. At each meeting of the Unit Owners, the President of the Condominium, or, in his or her absence, a Vice President of the Condominium, shall act as chairman of the meeting. The Secretary, or, in his or her absence, such person as may be appointed by the chairman, shall act as secretary of the meeting. So far as is consistent with the purposes of the meeting, the order of business shall be as follows:

- (a) Call to order.
- (b) Presentation of proofs of due calling of the meeting.
- (c) Roll call and presentation and examination of proxies.
- (d) Reading of minutes of previous meeting or meetings.
- (e) Reports of officers and committees.
- (f) If the annual meeting, the appointment of inspectors of election, if any.
- (g) If the annual meeting, the election of members of the Board.
- (h) Unfinished business.
- (i) New Business.
- (j) Adjournment.

Section 2.8. Alternative Method for Conduct of Meetings.

The Board shall have the right to adopt, designate and implement procedures for the conduct of annual or special meetings of Unit Owners which allow for participation by such electronic, virtual and/or remote means as may be otherwise allowed by law. Such procedures may be designated by the Board for a specific meeting and/or for all future meetings, as the Board may determine from time to time.

ARTICLE 3

Board of Managers

Section 3.1. Initial Board. The Initial Board shall consist of three (3) individuals designated by the Declarant. The President appointed by the Initial Board shall call the first annual meeting of the Unit Owners in accordance with Section 1 of Article 2 of these By-Laws.

Section 3.2. Membership of the Board.

(a) Except for the Initial Board, the Board (defined in Article shall consist of five (5) members, four (4) of whom shall be elected by the Residential Unit Owners (and collectively referred to as “Residential Members”) and one (1) of whom shall be designated by the Parking Unit Owners (referred to as the “Parking Member”). Unless otherwise expressly provided in these By-Laws, all references to Board member or members shall be deemed to refer to the Residential Members and Parking Members. Any member of the Board who was a Unit Owner (or a Principal or designee thereof) at the date of his election shall be deemed to have submitted his resignation to the Board effective as of the date that such member is no longer a Unit Owner (or a Principal thereof).

(b) All members of the Board shall be at least eighteen (18) years of age. The number of members of the Board shall not be less than three, except (i) for the Initial Board as described in Section 3.2(a) above or (ii) due to vacancies occurring on the Board from time to time. The number of members of the Board may be increased to a maximum of seven by the Unit Owners from time to time at any annual or any special meeting of Unit Owners called for that purpose; provided, however, that the number of members of the Board shall not be decreased to a number less than the number of members of the Board then in office, except at an annual meeting of Unit Owners. Any changes in the number of members of the Board shall only be made upon the consent of the affirmative vote of Unit Owners holding at least seventy-five (75%) percent of Common Interests.

(c) Except with respect to any members of the Board designated or appointed by the Declarant pursuant to its rights under these By-Laws or the Offering Plan, (i) members of the Board shall be elected by the Unit Owners at a meeting duly held for such purpose and (ii) the nominees obtaining the highest number of votes shall be elected. In the event of a tie for the last member to be elected at an election, a runoff election shall be held immediately thereafter following the same guidelines as set forth in this Section 3.2.

Section 3.3. Term. Members of the Board designated by the Declarant to serve on the Initial Board shall serve until the new members of the Board are elected by Unit Owners, which election shall be held within approximately one hundred eighty (180) days following the Initial Closing under the Offering Plan. Board members shall serve for a term of approximately one year, until the successor Board members shall have been elected.

Section 3.4. Vacancies. When any vacancy exists or occurs on the Board by death, resignation, removal or otherwise (other than by reason of the expiration of the term of such member in the ordinary course), such vacancy shall be filled by the appointment of a new

member by (a) in the event of a vacancy as to a Residential Member, the remaining Residential Members, subject to the provisions of Article XIV of these By-Laws or (b) (a) in the event of a vacancy as to a Parking Member, the Parking Unit Owners, in either event, subject to the provisions of Article XIV of these By-Law. Such new member shall serve for the remainder of the term of the vacating member.

Section 3.5. Resignation and Removal.

(a) Any member of the Board may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the president or secretary of the Condominium. Such resignation shall take effect at the time specified therein, and, unless specifically requested, and except as otherwise described in these By-Laws, acceptance of such resignation shall not be necessary to make it effective.

(b) Any member of the Board may be removed from office at any time with or without cause only by the vote of the Unit Owners, except for a member of the Board who was designated or appointed by the Declarant, which member may only be removed and replaced by the Declarant.

Section 3.6. Meetings.

(a) Meetings of the Board, regular or special, shall be held at such place in the City and State of New York, in such location as shall be specified in the notice calling the meeting issued by the president or the secretary of the Condominium, provided however, that the first meeting of each newly-elected Board shall be held immediately after the annual meeting of the Unit Owners and no notice of such Board meeting shall be necessary to constitute a validly called meeting; provided further, that a quorum shall be present. If a quorum is not present, the Board may convene at such later place and time as shall be fixed by the members of the Board then present.

(b) Regular meetings of the Board shall be held not less than once every eight (8) weeks and may be held upon such notice, or without notice, and at such time and at such place in the City and State of New York as shall from time to time be determined by the president on at least two (2) days' notice to each member, either personally or by mail or by email. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of a majority of the members of the Board.

(c) Notice of a meeting need not be given to any member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, except where otherwise required by law or by these By-Laws.

(d) A majority of the appointed members of the Board shall constitute a quorum for the transaction of business, unless a greater or lesser number is required by the Act or by law or by the Declaration or elsewhere by these By-Laws. The act of members representing a plurality of the Members present and voting at any meeting at which a quorum is present shall be

the act of the Board, unless the act of a greater number is required by law or by the Act, the Declaration or elsewhere in these By-Laws or is otherwise inconsistent with these By-Laws. If a quorum shall not be present at any meeting of the Board, the members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At all meetings of the Board, each member shall be entitled to one vote.

(e) One or more Members of the Board may participate by telephone in duly-convened Board meetings and vote on any matters which duly arise at such meeting, provided that all substantive discussions are conducted in such a manner as to afford all Members the opportunity to hear and be heard simultaneously on all matters of substance or procedure which are raised at such meeting.

Section 3.7. Annual Budget.

(a) The Board shall determine the cash requirements of the Condominium for each fiscal year of the Condominium, by resolution or resolutions adopted during the fiscal year in question or the preceding year and shall likewise fix the terms and time of payment of the Common Charges due from the Unit Owners in order to meet such cash requirements. The Board shall have discretionary power to prescribe the manner of maintaining and operating the Common Elements and to determine the aforesaid cash requirements. Every such determination by the Board shall be final and conclusive as to all Unit Owners and any expenditures made by the officers or agents of the Condominium under the direction or with the approval of the Board shall, as against such Unit Owners, be deemed necessarily and properly made for such purposes. The operating year of the Condominium shall be the calendar year unless otherwise specifically resolved by the Board. Unless a new budget shall have been adopted by the Board for the next calendar on or before December 31st of the preceding calendar year, the same amount of Common Charges shall be due and payable until such new budget is adopted.

(b) Unless otherwise expressly determined by the Board, annual Common Charges shall be due in twelve (12) equal monthly installments with such installments payable, in advance, on the first day of each consecutive calendar month during the budget year. Promptly after the adoption of any such resolution, the secretary, or managing agent of the Condominium, as the Board may determine, shall mail or cause to be mailed, or deliver or cause to be delivered, to each Unit Owner of record a statement of the amount of the cash requirements so determined or a copy of the resolution of the Board concerning the same.

(c) Notwithstanding the foregoing, during the Declarant Control Period (as defined in Section 14.1(c) below), Declarant reserves the right, in its sole and absolute discretion, to cause the Board to waive the assessment and collection of some or all of the Common Charges, as set forth in the Condominium's budget, from Unit Owners (including Declarant, as to unsold Units), until certain levels of occupancy in the Building are reached (the "Waiver Period"); provided however, that, in the event that Declarant exercises such right, during the Waiver Period, the following shall apply: (i) the Declarant shall be solely responsible for the payment of all actual expenses to operate the Condominium; (ii) Declarant will disclose the implementation of such Waiver Period in the amendment to the Plan which discloses the occurrence of the Initial Closing; (iii) Declarant or the Managing Agent will notify Unit Owners

and purchasers under then-effective Purchase Agreements, of the expiration of the Waiver Period at least 30 days prior to the expiration of the Waiver Period; (iv) Declarant will disclose the expiration of the Waiver Period in the next substantive amendment to the Plan; (v) Declarant will timely pay all actual expenses of the Condominium, including but not limited to insurance premiums (or installments thereof, if any, coming due during the Waiver Period) and any reserve fund payments included in the budget; (vi) Declarant shall not be obligated to pay (and will not pay) individual Unit Owner expenses such as real estate taxes and utility charges; (vii) at such time as the Board commences the collection of Common Charges in accordance with the budget, there will not be an assessment for any expense line item set forth in the budget that would have been due prior to the expiration of the Waiver Period; and (viii) subsequent to the First Year of Condominium Operation, the Board will remain obligated to adopt a budget for the Condominium and assess Common Charges in accordance with the Declaration and By-Laws.

(d) The Common Expenses shall include, among other things, property taxes assessed against the entire Premises (solely in furtherance of the Board of Manager's right pursuant to Section 3.9(b)(xvi) below), the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board, and such amounts as the Board may deem proper for the operation and maintenance of the Premises, including, without limitation, an amount of working capital for the Condominium for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any part of such Unit which is to be sold at a foreclosure or other judicial sale.

(e) The Board shall have the right, in its sole discretion, to modify from time to time during a calendar year, its prior determination of the cash requirements of the Condominium and to modify accordingly the amount and payment terms of Common Charges payable by Unit Owners.

(f) Notwithstanding anything expressed or implied to the contrary in these By-Laws, in preparation and adoption of the budget, the Board shall give due consideration to (i) the allocation of those Common Expenses which are limited to the Parking Units, generally ("Parking Common Expenses"), solely to the Parking Units in accordance with their respective Sharing Interest percentages and (ii) the allocation of those Common Expenses which are limited to the Residential Units, generally ("Residential Common Expenses"), solely to the Residential Units in accordance with their respective Sharing Interest percentages. Notwithstanding any provision to the contrary expressed or implied in these By-Laws, substantially the same percentage allocation of Common Expenses, Residential Common Expenses and Parking Common Expenses shall be used for budget purposes by the Board as is used in the Budget set forth in the Offering Plan.

Section 3.8. Capital Reserves Authorization. The Board shall have the power to establish any needed reserves for capital purposes, including (without limitation) reserves for capital improvements, capital repairs, alterations or other modifications to the Common Elements or acquisition of Units on behalf of all Unit Owners. That portion of the Common Charges or other charges levied by the Board which is allocated by the Board to principal

payments on indebtedness or for capital improvements shall be treated upon the books of the Condominium as capital contributions.

Section 3.9. Duties and Powers.

(a) The property and business of the Condominium shall be managed by its Board except with respect to the powers which are herein delegated to the officers. The Board shall at all times act as a board, regularly convened. The Board may adopt such rules and regulations for the conduct of their meetings, the execution of their resolutions and the management of the affairs of the Condominium as it may deem proper; provided, that the same are not inconsistent with the laws of the State of New York, the Declaration or these By-Laws.

(b) The Board shall have the following further duties and powers, which list is not intended to be exhaustive:

(i) determine and levy monthly Common Charges to cover the cost of Common Expenses, payable in advance; provided however, that the Board may increase or reduce the monthly assessments or vote a special assessment in excess of that amount to meet any additional necessary expenses or reduction in Common Expenses from those previously determined by the Board, but said increase, reduction or special assessment can only be assessed among the Unit Owners *pro rata* according to their respective Common Interests; provided however, that due consideration shall be given to (A) the allocation of Parking Common Expenses solely to the Parking Units in accordance with their respective Sharing Interest percentages and (B) the allocation of Residential Common Expenses solely to the Residential Units in accordance with their respective Sharing Interest percentages. Notwithstanding any provision to the contrary expressed or implied in these By-Laws, substantially the same percentage allocation of Common Expenses, Residential Common Expenses and Parking Common Expenses shall be used for budget purposes by the Board as is used in the Budget set forth in the Offering. In any event, no change in the allocation of Common Expenses which affect Unsold Units or the Unsold Parking Unit may be made without the express prior written consent of the owner of such Unsold Units or Unsold Parking Unit, respectively.

(ii) collect, use and expend the assessments collected to maintain, care for and preserve the Premises;

(iii) make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations set forth in these By-Laws;

(iv) enter into and upon the Units when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the Premises;

(v) open bank accounts on behalf of the Condominium and shall designate the signatories on such bank accounts;

(vi) insure and keep insured the Common Elements and Units in accordance with Article VI of these By-Laws;

(vii) collect delinquent Common Charges and assessments by suit or otherwise, and shall bring and maintain actions or proceedings to abate nuisances and to enjoin or seek damages for violations of the house rules or rules and regulations herein referred to;

(viii) make and adopt by resolution reasonable rules and regulations, including, without limitation, the right to amend the same from time to time; provided however, that such rules and regulations and amendments shall be binding upon the Unit Owners as of their date of adoption by the Board in writing and the receipt by all Unit Owners of a copy thereof;

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

(x) bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium and to levy special assessments to pay for the cost of such litigation;

(xi) acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner thereof, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board;

(xii) in its discretion, hire a managing agent to perform the duties of the Board, upon such terms and conditions as the Board may determine;

(xiii) make additions, alterations or improvements to the Common Elements of the Condominium; provided, that, if the cost of such addition, alteration or improvement exceeds \$50,000 (or \$70,000 for any series of additions, alterations or improvements), the Board shall make such additions, alterations or improvements only with the approval of Unit Owners holding a majority of the Common Interests in the aggregate;

(xiv) borrow money on behalf of the Condominium (including, without limitation, borrowing pursuant to or in accordance with the provisions of Section 339-jj of the Real Property Law) when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that (i) the consent of at least sixty-six and two-thirds (66⅔%) percent in Common Interests of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for

the borrowing of any sum in excess of \$50,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owner of said Unit;

(xv) accumulate reserves for capital replacements, improvements, or for such other purposes as the Board may in its discretion deem appropriate; provided however, that so long as the Declarant is in control of the Board, neither the Working Capital Fund nor the Reserve Fund (as such terms are used in the Offering Plan) may be used to reduce projected Common Charges unless such use is authorized by the affirmative vote of a majority of the members of the Board who are not designated by or affiliated with the Declarant; and

(xvi) collect from Unit Owners, either as part of Common Charges or Individual Assessments (based upon each Unit Owner's Common Interest) and pay the projected amount of real estate taxes assessed against all of the Units prior to the date such taxes are separately assessed against such Units.

(c) Notwithstanding the foregoing, the Board shall have no right or power to make any determination which solely affects the Parking Units without the expressly prior consent of the Parking Member.

(d) The Board shall be responsible for carrying out the duties imposed upon it under the Condominium Act, these By-Laws or the Declaration, regardless of whether a Unit is vacant or occupied by the Unit Owner thereof or a permitted lessee or licensee of such Unit Owner (except the Board shall have no power to license or lease Storage Bins that the Declarant has yet to license to a Residential Unit Owner).

(e) Declarant is hereby granted a master license of the area in the cellar floor of the Building designated "Tenant Storage" on the Floor Plans, which area is a Common Element, and in which area the Declarant constructed the twenty-one (21) storage bins ("Storage Bins"). Declarant shall not pay a use and occupancy fee for the master license to this area. At such time as the Declarant shall cause the Board to enter into a license agreement (the "Storage Bin Licenses") with a Unit Owner for the use of any one or more Storage Bin, the applicable Storage Bin shall be released from the master license contemplated hereby. The purchase prices paid by said Unit Owners for the initial sale of Storage Bin Licenses shall belong solely to the Declarant (and not the Condominium).

(f) There is no restriction on the right of Declarant to retain the right to use the unsold Parking Unit, Storage Bins, and control licensing of the unsold Storage Bins, regardless of whether Declarant owns any Units in the Building. Accordingly, the Declarant may, in its sole discretion and without limitation, use an unsold Storage Bin, enter into a Storage Bin License for any unsold Storage Bin, require the Board to enter into a Storage Bin License, or relinquish, at any time and in writing by Declarant to the Board, any further rights to one or more Storage Bins. Declarant shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building other than those portions which comprise Limited Common Elements for any lawful purposes including, but not limited to, the purpose of accessing and using the Storage Bins or any other Common Elements to which Declarant has

retained rights. Declarant makes no guarantee that a Storage Bin License will be available to any Purchaser.

Section 3.10. Executive Committee. The Board may by resolution appoint an executive committee to consist of three (3) or more members of the Board. At least one (1) of the members shall be designated by the Declarant so long as the Declarant is entitled by the Condominium Documents to designate at least (1) member of the Board. Such committee shall have and may exercise all of the powers of the Board in the management of the business affairs of the Condominium during the intervals between meetings of the Board, so far as may be permitted by law, except that the executive committee shall not have power to determine the cash requirements, or to fix the Common Charges to be paid or to vary the terms of payment thereof as fixed by the Board. Vacancies in membership on the executive committee shall be filled by the Board at a regular or special meeting.

Section 3.11. Admissions Committee. In furtherance of the cooperative purposes and financial stability of the Condominium, the Board may by resolution create an admissions committee of two or more persons to interview and consider the qualifications of proposed transferees of Units; provided, however, that such committee shall have no power or authority except to recommend to the Board whether or not to exercise the right of the Condominium of first refusal as described in Section 2 of Article X of these By-Laws. Once such committee has been created, no exercise of such right of first refusal shall be undertaken unless and until the admissions committee shall have recommended or approved the same, or until there shall have been a meeting of the Board to act on an unfavorable report of the admissions committee or any member thereof. All information received and reports by the admissions committee or any member of the Board (whether or not an admissions committee has been created) concerning a proposed transferee, and the deliberations of the committee and the Board thereon shall be deemed confidential and disclosed to no one except other members of the Board. No members of the admissions committee or the Board shall be required to explain to any Unit Owner or any other person the reasons for his determination.

Section 3.12. Other Committees. The Board shall also have the power to appoint such other committees, as it deems appropriate; provided, however, that the Board may not delegate decision-making authority to such committees.

Section 3.13. Contracts and Transactions of the Condominium. No contract or other transaction between the Condominium and any one or more of the members of the Board or any corporation, firm, association or other entity in which one or more of its members are directors, officers or shareholders, or are otherwise financially interested, shall be voided or voidable for such reason alone or by reason alone that such member is present at the meeting of the Board, or of a committee thereof, which approves such contract or transaction, or that his votes are counted for such purpose.

Section 3.14. Compensation. No member of the Board, by virtue of his appointment as such shall receive any salary or other compensation for his services as such unless and until the same shall have been duly authorized in writing, or by affirmative vote taken at a duly held Unit Owners' meeting, by the record holders of at least two-thirds (2/3) of Common Interests.

Section 3.15. Annual Statement. The Board shall furnish to all Unit Owners of record and their mortgagees and shall present annually (at the annual meeting, but in no event later than three (3) months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and “profit and loss” statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners.

Notwithstanding anything to the contrary in this Declaration, the Bylaws, or any other governing documents of the Condominium, the Board of Managers shall not be required to obtain or conduct an independent audit of the Condominium’s financial statements, except as may be required by applicable law, including but not limited to the New York Condominium Act (Article 9-B of the Real Property Law), or if approved by a majority of Unit Owners at a duly called meeting.

In lieu of an audit, the Board may, at its discretion, engage an independent certified public accountant to prepare a review or compilation of the Condominium’s financial statements. The Board shall ensure that financial records are maintained in accordance with generally accepted accounting principles (GAAP) or other reasonable accounting standards and that annual financial statements, including a statement of income and expenses, are made available to Unit Owners in accordance with the Condominium’s governing documents and New York law.

Nothing in this provision shall be construed to limit the right of Unit Owners to inspect financial records as provided under Section 339-w of the New York Real Property Law or any other applicable statute.

Section 3.16. Fidelity Bonds. The Board may require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds, if paid by the Condominium, shall be a Common Expense.

Section 3.17. Managing Agent. The Board may employ for the Condominium a managing agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to all of the delegable duties of the Board as described in this Article.

Section 3.18. Re-evaluation of Tax Assessments. The Board shall not be entitled nor shall it undertake to apply for a review of real estate taxes with respect to any part of the Premises unless designated to do so by one or more Unit Owners as their representative in any such action and the Board expressly accepts such designation. In the event that the Board undertakes such application in accordance with this Section, the Unit Owners on whose behalf such application is made shall indemnify and hold harmless the Board from any and all costs, expenses and claims arising from such application.

Section 3.19. Common Expense Allocations. Common Expenses shall be allocated among Unit Owners in accordance with their Common Interests, but may be specially allocated based on special or exclusive use or availability or exclusive control of Common Elements by a particular Unit Owner. The Board shall not alter the percentage allocation of specific categories of Common Expenses between and among the Unit Owners as set forth in the initial budget for

the Condominium contained in the Offering Plan (or as otherwise provided for in the Offering Plan), without (a) substantial and reasonable basis therefore and, (b) if such alteration affects the Declarant as to any Unsold Unit, the consent of Unit Owner or Unit Owners thereby affected. Any dispute arising with respect to any re-allocation of Common Expenses shall be resolved by arbitration pursuant to Article 15 of these By-Laws. The Condominium Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Residential Unit Owners and Parking Unit Owners pro rata in accordance with the aggregate respective Common Interests of the Residential Unit Owners and the Parking Unit Owners.

ARTICLE 4

Officers

Section 4.1. Election and Removal. The Board at its first meeting after these By-Laws become effective, and at each annual meeting, shall elect by a plurality vote, a president and one or more vice-presidents, a secretary and a treasurer, and may also at any time appoint or elect one or more assistant secretaries or assistant treasurers and accord to such assistant officers such powers as the Board deems proper. Any person otherwise qualified may hold any two offices, except the offices of president and secretary. Each of the officers shall serve until the next annual meeting of the Board and until the election or appointment of his respective successor; but any officer may be removed from office at any time by a vote of the majority of the incumbent Board taken at any meeting of the Board; provided, that any officer elected or designated by the Initial Board may only be removed by the Declarant or by the Board after the first annual meeting of the Board.

Section 4.2. Qualification and Vacancies.

(a) The president shall be a member of the Board, but none of the other officers need be a member of the Board.

(b) Vacancies occurring in any office may be filled by the Initial Board or the Board, as the case may be, at any time, upon affirmative vote taken at any meeting, by a majority of the then incumbent members of the Initial Board or the Board, as the case may be. An officer who was a Unit Owner, or Principal thereof, at the date of his election and who ceases to be a Unit Owner or a Principal thereof, shall be deemed to have tendered his resignation as an officer to the Board, which resignation shall be effective as of the date that he ceases to be a Unit Owner or a Principal thereof.

Section 4.3. President. The president shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the members of the Board from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 4.4. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board shall appoint some other member of the Board to act in the place of the president, on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the president.

Section 4.5. Secretary. The secretary shall keep the minutes and other appropriate record of all meetings of the Unit Owners and of the Board. The secretary shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.6. Treasurer. The treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of the treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.7. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) of the following officers of the Condominium: president, vice-president, secretary or treasurer.

Section 4.8. Salaries. No salary or other compensation for services shall be paid to any officer of the Condominium for services rendered as such officer unless and until the same shall have been authorized in writing by, or by affirmative vote taken at a meeting of Unit Owners called for that purpose.

ARTICLE 5

Liability and Indemnification of Unit Owners, Managers and Officers

Section 5.1. Liability of Members of the Board and Unit Owners. Any contract, agreement or commitment made by the Board shall state that it is made by the Board as agent for the Unit Owners as a group only and that no member of the Board or individual Unit Owner shall be personally liable under such contract, agreement or commitment. The Unit Owners shall be jointly and not severally liable under such contract, agreement or commitment; the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his or her Common Interests bears to the aggregate Common Interests of all Unit Owners, provided however, that the foregoing shall not apply to costs and expenses which a Board member may incur in defense of a claim by a Unit Owner which is determined to be without legal basis, in

which event, such Unit Owner shall be liable for such costs and expenses. The Board shall have no liability to the Unit Owners in the management, supervision or operation of the Condominium except for acts or omissions resulting from willful misconduct, gross negligence or bad faith. The Unit Owners shall jointly and severally indemnify all members of the Board against any liabilities or claims arising from acts taken by a member of the Board in the scope and in the course of performance of its duties as such member, except acts or omissions resulting from willful misconduct, gross negligence or bad faith. Such joint and several liability of the Unit Owners shall be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's Common Interest bears to the aggregate Common Interests of all Unit Owners.

Section 5.2. In Actions by or in the Right of the Condominium. Any person made a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that he or his representative is or was a member of the Board or officer of the Condominium, shall be indemnified by the Condominium against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him, in connection with the defense of such action, or in connection with an appeal therein, except with respect to matters as to which such member or officer is adjudged to have been liable to the Condominium and except with respect to those amounts and expenses referred to in Paragraph (b) of Section 722 of the Business Corporation Law as if the provisions of such statute otherwise applied to the acts of officers of the Condominium and members of the Board.

Section 5.3. In Other Actions or Proceedings. Any person made a party to an action or proceeding other than one by or in the right of the Condominium to procure a judgment in its favor, whether civil or criminal, brought to impose a liability or penalty on such person for an act alleged to have been committed by such persons, or their representatives, as a member of the Board or officer of the Condominium, shall be indemnified by the Condominium against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such member or officer acted in good faith, for a purpose which he reasonably believed to be in the best interest of the Condominium and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 5.4. Presumption of Good Faith. The termination of any such civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such member or officer did not act in good faith for a purpose which he reasonably believed to be in the best interest of the Condominium or that he had reasonable cause to believe that his conduct was unlawful.

Section 5.5. Payment. Expenses incurred in defending a civil or criminal action or proceeding may be paid by the Condominium in advance of the final disposition of such action or proceeding, if authorized by the Board, under Paragraph (b) of Section 724 of the Business Corporation Law as if the provisions of such statute otherwise applied to the acts of officers of the Condominium and members of the Board.

Section 5.6. Maximum Indemnification. Notwithstanding anything herein contained, it is intended that the members of the Board and Officers of the Condominium shall be entitled to indemnification to the maximum extent allowed by law.

ARTICLE 6

Insurance

Section 6.1. Required Coverage and Amounts. The Board shall obtain and maintain, to the extent obtainable, the following policies of insurance:

(a) **Fire Insurance.** Fire insurance with extended coverage insuring the Building, together with all service machinery contained therein and covering the interests of the Condominium, the Board, and all Unit Owners, as their respective interests may appear. The amount of such coverage shall be in an amount equal to the agreed upon replacement value of the Building or such other amount as is adequate to prevent the Condominium from becoming a co-insurer in the event of casualty loss (exclusive of the cost of excavation and foundations), without deduction for depreciation.

(i) Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit (the identity of which the Board has received actual written notice) which shall provide that the proceeds from claims for loss, if any, shall be payable to such mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Board. The cost of all such insurance shall be paid by the Board and shall constitute a Common Expense.

(ii) All policies of physical damage insurance shall contain waivers of subrogation, of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners, or the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least twenty (20) days prior written notice to all of the insured, including all mortgagees of Units (the identity of which the Board has received actual notice).

(iii) The amount of fire insurance to be maintained on the Building until the first meeting of the Board following the first annual meeting of the Unit Owners shall be in the amount of at least \$23,000,000 or replacement cost, whichever is greater.

(b) **Other Coverage.** The Board shall also obtain and maintain to the extent obtainable: (i) fidelity insurance, and directors' and officers' liability insurance, or its equivalent, covering all employees or agents of the Condominium who handle Condominium funds; (ii) workmen's compensation insurance; and (iii) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board and each Unit Owner in such limits as the Board may deem proper. The Board shall review such limits at least once each year. The public liability insurance policy to be maintained

until the first meeting of the Board following the first annual meeting of the Unit Owners, will be in limits of \$2,000,000 covering all claims for bodily injury, property damage arising out of any one occurrence in the Common Elements or in any Unit and covering cross liability claims of one insured against another. However, said policy shall not cover the individual liability of a Unit Owner arising from occurrences within his or her own Unit or in the Common Elements.

Section 6.2. Supplemental Insurance Coverage by Unit Owners.

(a) A Unit Owner shall upon taking title to a Residential Unit, at the Unit Owner's own 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 any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any one occurrence including \$1,000,000 for damage to property plus at least \$5,000,000 umbrella liability coverage and (b) tenant's all-risk property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage and personal property). The limits of liability set forth in (a) and (b) hereof may be increased by the Condominium Board from time to time. The insurance required pursuant to this Section shall be written in form reasonably satisfactory to the Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Board or the Managing Agent, the Unit Owner shall deliver to the Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board. To the extent a party is insured for loss or damage to property, such party will look to its own insurance policies for recovery. Policies maintained by Unit Owners pursuant to this Section must provide that they cannot be canceled without at least thirty (30) days prior notice to the Board.

(b) Individual insurance policies, however, must contain waivers of subrogation and may not otherwise impair, affect or diminish the insurance coverage obtained and held by the Board for the benefit of the Condominium. Any insurance policies maintained by Unit Owners shall be primary with respect to the risks insured thereunder and shall provide that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Purchasers who take possession of a Unit prior to Closing with consent of the Sponsor, which consent may be given or withheld in the sole discretion of Sponsor, should undertake to obtain appropriate insurance coverage for damage by fire or other casualty to the Unit as a consequence of assuming the risk of loss.

(c) Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies of the carriers issuing insurance procured by the Board shall not be affected or diminished by reason of any Unit Owner's other insurance.

Section 6.3. Repair or Reconstruction After Casualty.

(a) In the event of damage to or destruction of the Premises as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Building

containing the Units (including any damaged Units, and any heating, ventilation or air conditioning fixtures and equipment initially installed therein by the Owner, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by any tenants of any Unit Owner), and the Board, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the available insurance proceeds shall constitute a Common Expense and the Board may assess all of the Unit Owners for such deficit as part of the Common Charges.

(b) If seventy-five percent (75%) or more of the Premises is destroyed or substantially damaged and Unit Owners holding seventy-five percent (75%) or more of the Common Interests do not duly and promptly resolve to proceed with repair or restoration, the Premises shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to paragraph (a) of this Section 6.2 and the amount of the insurance proceeds shall have exceeded the cost of such repair or restoration), then the excess of such insurance proceeds shall be divided by the Board, among all the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(c) As used in this Section 6.2, "promptly resolve" shall mean not more than sixty (60) days from the date of damage or destruction.

Section 6.4. Prohibited Acts. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his or her Unit or any of the Common Elements which will increase the insurance rates on his or her Unit or any other Unit or on the Common Elements.

ARTICLE 7

Use of Units

Section 7.1. Permitted Use of the Units. To provide for congenial occupancy of the Premises and for the protection of the values of the Units, the use of the Premises shall be restricted to and shall be in accordance with the following provisions:

(a) Units shall be used for any legal residential or home occupation purpose permitted under the certificate of occupancy zoning classification for the Premises, subject however, to such further restrictions, if any, as are contained in the Declaration. In addition to the foregoing, any Unit owned by a Holder of Unsold Units may be used for general and sales office purposes or as a model Unit.

(b) Unit Owners shall at all times comply with the rules and regulations promulgated and amended from time to time by the Board. Any rule or regulation may be rescinded or modified by the affirmative vote of holders of at least seventy-five (75%) percent of the Common Interests at a meeting duly called for that purpose.

(c) Notwithstanding anything to the contrary set forth herein, no rule or regulation shall be hereafter promulgated by the Board which would limit the use and occupancy of any one Unit or otherwise adversely affect less than all of the Units or the Unit Owners of less than all of the Units without the prior consent of the Unit Owner or Unit Owners so affected.

Section 7.2. Handicapped Use of Parking Unit PS-1

(a) Notwithstanding anything to the contrary set forth herein, no rule or regulation shall be hereafter promulgated by the Board which would limit the use and occupancy of any one Unit or otherwise adversely affect less than all of the Units or the Unit Owners of less than all of the Units without the prior consent of the Unit Owner or Unit Owners so affected.

(b) In the event that a Residential Unit Owner in the Building owns a non-handicapped Parking Unit; is or becomes handicapped, or has a family member, domestic partner or tenant who resides in the Residential Unit and is or becomes handicapped (each party a "Handicapped Party"); and the Handicapped Party obtains government-issued license plates or a permit which would legally allow such Handicapped Party to park in a designated "handicapped" parking space, such Residential Unit Owner shall have the right to demand, in writing, that the fee owner of Parking Unit PS-1 convey title to Parking Unit PS-1 to such Residential Unit Owner in exchange for the deed to the non-handicapped Parking Unit;

(i) In the event that the condition set forth in Section 7.2(b)(i) occurs, but the Residential Unit Owner in the Building does not own a non-handicapped Parking Unit and is or becomes handicapped, or has a family member, domestic partner or tenant who is or becomes handicapped, the Residential Unit Owner (on behalf of himself or such Residential Unit Owner's handicapped family member, domestic partner or tenant, as the case may be) shall have the right to compel the fee owner of Parking Unit PS-1 to lease Parking Unit PS-1 at fair market value for use by such handicapped party;

(ii) Notice hereunder shall be by certified mail, return receipt requested, or by personal delivery, or by nationally recognized overnight courier. The owner of Parking Unit PS-1 shall comply with a written demand for Parking Unit PS-1 in accordance with the terms hereof within thirty (30) days after the postmark date of such demand if such demand is by mail (certified mail, return receipt requested) or thirty (30) days after delivery if such demand is by personal delivery or by a nationally recognized overnight courier.

(iii) In the event that the parties cannot agree on the fair market value of leasing Parking Unit PS-1 within time frame specified in Section 7.2(b)(iii) hereof, then that matter shall be resolved by binding arbitration in accordance with Article 15 hereto.

(iv) All costs and expenses entailed in the transfer of title to, or leasing of, Parking Unit PS-1, as the case may be, pursuant to the provisions hereof shall be borne solely by the party requesting the transfer of title or leasehold interest. Such costs shall include, but shall not be limited to, title insurance fees, recording

fees, New York State and New York City transfer taxes, attorney's fees for both parties, fees levied by the Condominium, and any fee charged by a mortgage lender for release of Parking Unit PS-1 and/or for substitution of collateral.

ARTICLE 8

Alterations, Additions, Repairs or Improvements

Section 8.1. Alterations, Additions, Repairs or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration, repair or improvement in or to its Unit which affects any of the Common Elements or to any other portion of the Premises without the prior written consent thereto of the Board, which shall not be unreasonably withheld or delayed. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such proposed structural addition, alteration, repair or improvement within thirty (30) days after such request and submission by the Unit Owner of all documents and/or information reasonably requested by the Board in connection with such request. Failure by the Board to so answer within the stipulated time shall constitute consent by the Board to the proposed addition, alteration, repair or improvement.

Section 8.2. Compliance with Laws. No Unit Owner shall make or permit to be made any alterations, additions, repairs or improvements except in full and complete compliance with all applicable laws, rules, codes and regulations of any agency or municipality having jurisdiction over the matter and after having obtained all required permits and approvals therefor. The 2nd floor terraces and Penthouse roof decks have privacy fences between the units that are Limited Common Elements. These fences cannot be moved or changed unless required by law or statute.

Section 8.3. Plans and Specifications. Each Unit Owner who has made alterations, additions, repairs or improvements in accordance with this Article shall, upon completion of such changes, furnish to the Board, at no cost or expense to the Board, a complete and accurate set of "as-built" plans and specifications.

Section 8.4. General Consistency. All repairs, painting or maintenance, whether made by a Unit Owner or the Board, to the doors, windows or other exterior surface or any portion of the Premises, including the roof, or to any generally visible portion of the Common Elements shall be performed in such a manner so as to conform to the general materials, style and design of the rest of the Premises.

ARTICLE 9

Default

Section 9.1. Events of Default. The following shall constitute events of default ("Event of Default") by a Unit Owner:

- (a) Any act or omission which violates any provision of these By-Laws;

- (b) Any act or omission which violates any provision of the Declaration;
- (c) Any act or omission which violates any of the Rules and Regulations of the Condominium;
- (d) Failure to timely pay in full any Common Charges, assessment or other charge duly levied by the Board or its agents. Common Charges are due and payable on the first day of each and every month. Individual Expense Charges and Special Assessments are due and payable on demand. In the event a Unit Owner does not pay the full amount of any Common Charges, assessment or other charge required to be paid by such Unit Owner within ten (10) days of its due date, said sum shall bear interest at the annual rate of fifteen (15%) percent from its due date; and
- (e) The violation of any rule or regulation adopted by the Board, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other right set forth in these By-Laws: (i) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board shall determine that action is immediately necessary for the preservation or safety of the Premises, for the safety of tenants or occupants of any portion of the Condominium or other persons, or to avoid the suspension of any necessary service to the Condominium); or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach or to seek specific performance by the defaulting Unit Owner; provided however, in no event shall the Board be required to post a bond or other form of collateral security as a condition for the issuance or maintenance of any form of injunctive relief.

Section 9.2. Foreclosure of Lien. If a Unit Owner shall fail to cure any Event of Default within fifteen (15) days following notice of default, in addition to all other rights and remedies and may be available to it at law or in equity, the Board may foreclose its lien against the Unit, in the same manner as the foreclosure of a mortgage. A Unit Owner shall be liable for the Condominium's reasonable costs and expenses attributable thereto, including without limitation, attorneys' fees and expenses incurred by it incident to the collection or enforcement of such lien, enforcement of such other rights or remedies as the Board may undertake or incurred by it in the defense of any claim or cross-claim brought by a Unit Owner.

ARTICLE 10

Selling, Leasing and Mortgaging Units

Section 10.1. Outstanding Charges. Any Unit may be sold and conveyed or leased by the Unit Owner thereof in whole or in part, free of any restrictions except as herein otherwise set forth. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease its Unit unless (i) such Unit Owner gives reasonable notice of such sale, lease, mortgage or pledge to the Board, and (ii) such Unit Owner is not in default of his or its obligations to the Condominium, including, without limitation, the obligation to pay Common Charges, individual Expense

Charges, Special Assessments, and other charges as may be assessed and outstanding against such Unit; provided, that such unpaid charges may be paid by good bank or certified check out of the proceeds from the sale of a Unit. Any sale, lease, mortgage or other transfer of a Unit must include the Unit Owner's appurtenant interest in the Common Elements.

Section 10.2. Right of First Refusal.

(a) Any Unit Owner who receives a bona fide offer (hereinafter called an "Outside Offer") for the sale or lease of his or her Unit which he or she intends to accept shall give written notice to the Board of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction, a true and complete copy of the proposed contract of sale or lease and such other information as the Board may reasonably require, and shall offer to sell (or lease, as applicable) such Unit to the Board, or its designee, corporate or otherwise on behalf of all of the other Unit Owners, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Board on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within fourteen (14) days after receipt of such notice, the Board may elect, by notice to such Unit Owner (i) to purchase (or lease, as applicable) such Unit (or cause the same to be purchased (or leased) by its designee) on behalf of all other Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner, or (ii) to produce a purchaser (or lessee) who will purchase (or lease) such Unit on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

(b) In the event the Board shall elect to purchase (or lease, as applicable) such Unit or to cause the same to be purchased (or leased) by its designee, the Board shall so notify the offering Unit Owner within fourteen (14) days of its receipt of notice of an Outside Offer. Title shall close at the office of the attorneys for the Condominium in accordance with the terms of the offer not less than forty-five (45) days or more than sixty (60) days after the giving of notice by the Board of its election to accept such offer. At the closing, the Unit Owner shall convey (or lease) the Unit to the Board or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed (or by lease in the form provided with the Outside Offer), and shall pay all other taxes arising out of such sale or lease. Real estate taxes and Common Charges shall be apportioned between the conveying Unit Owner and the Board, or its designee, as of the closing date.

(c) In the event the Board or its designee shall fail, neglect or refuse to accept such offer or to produce a purchaser within fourteen (14) days as aforesaid or fails to act within said 14-day period, the conveying Unit Owner shall be free to sell such Unit within one hundred eighty (180) days after the expiration of said 14-day period.

(d) The provisions of this Section shall apply to the acquisition or sale of a majority of stock in a corporation or interests in another form of entity that owns a Unit.

(e) The provisions of this Section shall not apply to a Permitted Mortgagee or to any Unit acquired by a mortgagee of Declarant.

(f) In considering a Unit Owner's proposed application for a waiver of the Board's right of first refusal, or in its exercise of such right, 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.

Section 10.3. Mortgaging Units.

(a) No Unit Owner, except Declarant, shall mortgage or otherwise encumber his or her Unit except by a mortgage loan granted by a lender, the identity and address of which the Board is given actual notice (such mortgagee being referred to as a "Permitted Mortgagee").

(b) At the specific prior request, in writing, of a Permitted Mortgagee of a Unit, the Board shall notify such Permitted Mortgagee (and any mortgagee of a Unit held by Declarant) of any (i) default in the payment of common charges or assessments by the Unit Owner of such Unit or (ii) any proposed amendment to the Declaration or these By-Laws; provided, however, that neither the Condominium, any Unit Owners nor any agent of the Condominium shall be in any way liable to a Unit Owner or Permitted Mortgagee or any third party for the failure, neglect or refusal to give such notice or to give the same in a timely or accurate manner.

Section 10.4. Gifts, Etc. Any Unit Owner may convey or transfer its Unit by gift or devise his Unit by will or pass the same by intestacy, subject to the provisions of the Declaration, these By-Laws and applicable law.

Section 10.5. Waiver of Partition Rights. All of the Unit Owners waive all rights they have or may have or hereafter acquire, jointly or severally, to cause partition as to any portion of the Common Elements, or as to any Unit acquired by the Board, except as otherwise expressly set forth in these By-Laws.

Section 10.6. Sale of Occupied Unit. In the event that a Unit which is occupied by a rental tenant is sold, the purchaser shall give prompt written notice of the change in ownership of the Unit to such rental tenant and to the Board, which will retain and make available such information.

Section 10.7. Notices. For purposes of this Article 10 (and any other provision of these By-Laws), all notices which are required to be given or may be given to the Board of Managers shall be delivered to it in care of the then-managing agent of the Condominium.

ARTICLE 11

Condemnation

Section 11.1. Distribution of Premises. In the event that all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Board, to be distributed to the Unit Owners in proportion to their respective Common Interests.

Section 11.2. Allocation of Award. In such eminent domain or condemnation proceeding, the Board shall request that the award set forth the amount allocated to each Unit and to the Common Elements. In the event that the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in the City of New York, to be conducted in accordance with the commercial arbitration rules of the State of New York unless all of the Unit Owners affected shall agree in writing otherwise.

ARTICLE 12

Amendment

Section 12.1. Amendment of the By-Laws. These By-Laws may be altered, amended or added to at any duly-called Unit Owners' meeting; provided that (i) the notice of the meeting shall contain a full statement of the proposed amendment; (ii) the amendment shall be approved by Unit Owners of Units representing at least sixty-six and two-thirds (66⅔%) percent of the Common Interests; and (iii) said amendment shall be set forth in a duly-recorded amendment to the Declaration; provided further, however, that no amendment may affect or impair the rights of Declarant, or the validity or priority of the interest of any Unit Owner or any Permitted Mortgagee affecting any Unit or any portion thereof without the express written consent of Declarant or mortgage holder, whichever is affected by such amendment, except as otherwise expressly permitted under these By-Laws.

Section 12.2. Restrictions on Amendments.

(a) The following provisions of these By-Laws may not be amended without the consent in writing of the Declarant so long as the Declarant shall own any Unit:

(i) Paragraph (b) of Section 3.2 to the extent that the Declarant is authorized to appoint members to the Board, which members need not be Unit Owners;

(ii) Section 3.9 to the extent that the Declarant shall be represented on the Executive Committee or any other committee created by the Board so long as it owns any Unit;

(iii) Section 3.19;

- (iv) Any part of this Article 12; and
- (v) Any part of Article 14.

(b) Notwithstanding anything to the contrary herein contained, no provisions of these By-Laws may be amended or construed so as to limit or otherwise adversely affect the rights and privileges of the Declarant as set forth in the Declaration, these By-Laws or applicable law without the consent of the Declarant.

(c) In addition to, and not in limitation of the foregoing, the provisions of Article 7 of these By-Laws shall not be amended except upon the unanimous affirmative vote of all Unit Owners present at a Unit Owners' meeting duly-called for such purpose.

(d) Notwithstanding anything to the contrary set forth in the Declaration or these By-Laws, the provisions of the Declaration and the By-Laws relating to the Common Interest of each Unit Owner may not be amended without the prior written consent of every Unit Owner affected by such amendment. The allocation of relative percentages of operating expenses among the Unit Owners for purposes of determining Common Charges may not be changed without the prior written consent of the Unit Owners affected by such change.

(e) So long as Declarant holds title to Units representing more than 50% of the total Common Interests, these By-Laws shall not be amended without the prior written consent of the holder of the mortgage affecting Declarant's Units.

(f) Any amendment of these By-Laws which have been duly authorized in accordance with the foregoing provisions shall be executed by a duly-authorized officer of the Condominium on behalf of the Board on behalf of all of the Unit Owners.

ARTICLE 13

Termination of the Condominium

Section 13.1. Procedure for Termination. After the Declaration has been recorded, the Condominium may be terminated and the Premises shall be withdrawn from the provisions of the Act upon the affirmative vote of a majority of the number of Unit Owners (with the consent of all Permitted Mortgagees as to mortgages, if any, affecting such Units). The Declarant or its nominee shall not vote for withdrawal unless Unit Owners of at least 80% of the Common Interests, exclusive of the Declarant, vote for withdrawal, in which event the Declarant may or may not vote for withdrawal, in its sole discretion.

ARTICLE 14

Special Rights of Declarant

Section 14.1. Description of Special Rights. Notwithstanding any other provision of these By-Laws, the Declarant and its designated successors and assigns, shall have the following special rights and benefits:

(a) Neither the Declarant nor any successor to or designee of Declarant (or such designee's successor or designee) shall be required to seek nor obtain consent of the Board to any additions, alterations, repairs or improvements to any Unit owned by them; provided, that neither Declarant nor any other person shall make any such changes except in full compliance with all applicable laws, rules and regulations of municipal agencies having jurisdiction.

(b) The Declarant shall have the right to freely and without notice to or consent of the Board and without charge, expense or restriction, sell, lease, license, mortgage or otherwise transfer and convey title or other rights in and to any Unit owned by it or its designee (or such designee's successor or designee). Without limiting the generality of the foregoing, Declarant shall not be subject to the right of first refusal described in Section 10.2 of these By-Laws.

(c) The Declarant shall have the right to exercise voting control of the Board until such time as the aggregate Common Interests appurtenant to all Unsold Units constitute less than 25% of the aggregate Common Interests in the Condominium (the period from the Initial Closing until such time being referred to as the "Declarant Control Period"). An Owners' meeting will be held to elect a new Board within 30 days after the end of the Declarant Control Period. In addition, so long as there are any Unsold Units, but in no event longer than five (5) years after the Initial Closing (such period being referred to as the "Veto Period"), the Board may not take any of the following actions without the prior written consent of the Declarant (which may be given or withheld in its sole discretion):

(i) make, permit, or consent to any addition, alteration, improvement or change in or to the Limited Common Elements, Common Elements or any Unit;

(ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund;

(iii) enter into any service or maintenance contract;

(iv) borrow money on behalf of the Condominium or Unit Owners;

(v) exercise a right of first refusal to purchase a Unit;

(vi) increase or decrease the number, or change the type of employees of the Condominium or the Board from those set forth in the "Footnotes to Schedule B" of the Offering Plan; or

(vii) change or increase or decrease the services or operating expenses as set forth in the “Notes to Schedule B” of the Offering Plan, except as required to reflect normal annual increases in operating expenses; provided however, that the Declarant will not exercise such veto power over expenses required in order to (A) comply with applicable laws or regulations, (B) remedy any notice of violation, (C) remedy any work order by an insurer or (D) correct a condition of the Common Elements which presents an imminent risk to the health or safety of the occupants of the Premises.

(d) If at any time during the Veto Period, the Board proposes to take on behalf of the Condominium any action enumerated in the previous paragraph, then the following shall apply:

(i) No meeting of the Board at which such action is discussed or voted upon shall be valid for any purpose unless Declarant shall have been given at least 15 days’ prior written notice of such meeting which specifies with particularity said matters to be discussed or voted upon at such meeting; and

(ii) No action taken by the Board at a meeting called in accordance with the notice requirement described in subparagraph “(i)” may be implemented, except in the case of an emergency, for 15 days following the date of the meeting at which the Board shall have taken such action.

(e) So long as the Declarant (or its designees, or such designee’s successor or designee) owns any Units, it shall be entitled to designate at least one member of the Board. Except as expressly provided otherwise, the rights described in this Section are not intended to restrict the voting rights of the Declarant in its capacity as a Unit Owner.

(f) A meeting of the Unit Owners shall be held within approximately thirty (30) days following expiration of the Control Period to elect new Board members unrelated to the Declarant by blood or business affiliation, such that persons related to the Declarant by blood or business affiliation, if any, no longer constitute a majority of the Board. Nothing contained in these By-Laws prohibit the Declarant from participating in such election, so long as the foregoing result obtains.

(g) No Unit Owner shall seek to obtain a required permit or otherwise undertake or perform, and the Board shall have the right to prohibit, any alterations to a Unit prior to Declarant having obtained a final certificate of occupancy for the Building. The Board will execute any and all documentation required by the Declarant in connection with (i) obtaining an updated certificate of occupancy for the Building or any alteration or the amendment of the certificate of occupancy of the Building to provide that any space included in such Units may be used for residential or other lawful purposes. Declarant shall be irrevocably appointed attorney-in-fact, with right and power of substitution (which appointment shall be coupled with an interest), of the Board to execute any instrument, and to take any other action, which may be necessary to effectuate any of the foregoing. The exercise of such power of attorney shall be wholly within the discretion of the Declarant.

(h) The Board is required to execute any and all documentation required by the Declarant in connection with any sale, lease, mortgage or alteration of the Units or the amendment of the certificate of occupancy of the Building by the Declarant. Declarant shall be irrevocably appointed attorney-in-fact, with right and power of substitution (which appointment shall be coupled with an interest), of the Board to execute any instrument, and to take any other action, which may be necessary to effectuate any of the foregoing. The exercise of such power of attorney shall be wholly within the discretion of the Declarant.

(i) No action, decision or determination of the Board which has the effect of violating any of Declarant's rights or obligations with respect to its rental tenants, shall be binding upon the Declarant or such tenants.

(j) No member of the Board who has been designated or appointed by the Declarant may be removed from such position except by the Declarant. In the event that any member of the Board who was designated or appointed by the Declarant dies, resigns or is removed as such member, may be replaced exclusively by the Declarant.

(k) Any rights of Declarant under these By-Laws may be assigned or otherwise transferred by Declarant, provided such assignment or other transfer shall be in writing.

ARTICLE 15

Arbitration

Section 15.1. Procedure. Any matter required or permitted to be determined by arbitration pursuant to the terms of Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one (1) arbitrator appointed, upon the application of any party, by a Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 15.2. Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes."

Section 15.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of Section 15.1 and 15.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 15.4. Costs and Expenses.

(a) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses.

(b) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements or the Limited Common Elements.

ARTICLE 16

Definitions

The following terms as used and not otherwise defined in these By-Laws shall have the following meanings. Other capitalized terms used and not otherwise defined in these By-Laws shall have the same meanings as in the Declaration.

“Act” means the New York Condominium Act, contained in Article 9-B of the Real Property Law of the State of New York, as the same may from time to time be amended.

“Any specified percentage of Unit Owners” means such percentage in Common Interests in the aggregate.

“Board” means that governing body for the Condominium charged with administering and managing the Condominium as described in the By-Laws, as the same may be constituted from time to time.

“Closing Date” or “Closing” means the first date upon which title to a Unit is conveyed to a purchaser under the Offering Plan.

“Common Charges” means each Unit Owner's proportionate share of the Common Expenses assessed and payable in accordance with the Declaration and these By-Laws.

“Common Elements” means and includes the Land and that portion of the Building not incorporated in the description of any of the Units.

“Common Expenses” means and includes: expenses of operation of the Condominium and all sums designated as common expenses by or pursuant to the provisions of the Act, the Declaration or the By-Laws.

“Common Interest” means the percentage undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration.

“Common Profits” means the excess of all receipts of Common Charges over Common Expenses.

“Condominium” means The 220 East 9th Street Condominium, intended to be established upon recordation of the Declaration.

“Declarant” shall have the meaning set forth in Article I, Section 1 of these By-Laws and shall include successors, assigns and designees of the Declarant, as well as such designee’s successor or designee.

“Declaration” means the instrument by which the Premises are submitted to the provisions of the Act as from time to time the same may be amended.

“Department” or “Department of Law” means the Department of Law of the State of New York, Real Estate Finance Bureau.

“Majority of Unit Owners” means Unit Owners owning Units representing, in the aggregate, more than fifty (50%) percent in Common Interests.

“Parking Common Expense” means an item of Common Expenses, if any, which is applicable exclusively to the Parking Units, generally.

“Parking Member” shall mean that member of the Board of Managers who was designated by the Parking Unit Owners, and any duly-designated replacement thereof from time to time.

“Parking Sharing Interest” means that Common Interest of each Parking Unit relative to the aggregate Common Interests of all Parking.

“Parking Unit Owner” means the person or persons or record owning a Parking Unit in fee simple absolute, including the Declarant as to any Unsold Parking Units, unless specifically excluded.

“Offering Plan” or “Plan” means that certain offering plan filed with the Department on or about January 4, 2024, of which the Declarant is the Sponsor, as the same may from time to time be duly amended, pursuant to which interests in the Condominium have been offered for sale to the public.

“Permitted Mortgagee” means a lender with respect to a Unit which has given requisite notice to the Board as provided in Section 10.3(a) of these By-laws.

“Person” means a natural person, corporation, partnership, association, trustee or other legal entity.

“Premises” means and includes the land described in Schedule A annexed to the Declaration, together with the Building and all other improvements thereon, owned in fee simple absolute.

“Principal” means any officer, director or shareholder of a corporation, partner of a partnership or member of a limited liability company.

“Residential Common Expense” means an item of Common Expenses, if any, which is applicable exclusively to the Residential Units, generally.

“Residential Member” shall mean a member of the Board of Managers who was duly-elected by the Residential Unit Owners in accordance with the provisions of these By-Laws (or any duly-designated replacement thereof).

“Residential Sharing Interest” means that Common Interest of each Residential Unit relative to the aggregate Common Interests all Residential Units.

“Residential Unit Owner” means the person or persons or record owning a Residential Unit in fee simple absolute, including the Declarant as to any Unsold Residential Units, unless specifically excluded.

“Unit” means a portion of the Premises, including appurtenant Common Interest, defined as a “Unit” in the Declaration. Unless otherwise expressly provided, references to Units shall be deemed to include Residential and Parking Units.

“Unit Owner” or “Owner” means the person or persons or record owning a Unit in fee simple absolute, including the Declarant as to any Unsold Units, unless specifically excluded.

“Unsold Unit” means any Unit which has not been sold and conveyed by Declarant to a purchaser under the Offering Plan.

ARTICLE 17

Miscellaneous

Section 17.1. Severability. Should any of the covenants, terms or provisions herein imposed be voided or be or become unenforceable at law or in equity the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 17.2. Examination of Books and Records. Every Unit Owner or his representative shall be entitled to examine the books and records of the Condominium on reasonable prior notice to the Board at a time (during normal business hours) and place designated by the Board or its agent.

Section 17.3. Construction. Wherever the masculine singular of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 17.4. Compliance with Article 9-B. The By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In the event that any of these By-Laws conflict with the provisions of said statute or any of the provisions of the Declaration, the provisions of such statute or of the Declaration, as the case may be, shall control.

Section 17.5. Rules and Regulations. The Board shall have the authority to adopt, modify, and amend or revoke from time to time Rules and Regulations appropriate or useful to the proper operation of the Condominium. Such Rules and Regulations shall be adopted in writing and are incorporated by reference in these By-Laws, and shall be binding upon all of the Unit Owners, as well as all other persons using the Premises, upon delivery of a written copy thereof to each Unit Owner by personal delivery or ordinary mail, in either event made to the Unit, unless otherwise specified in such Rules and Regulations.

**RULES AND REGULATIONS
OF
THE 220 EAST 9TH STREET CONDOMINIUM**

The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board in accordance with the By-Laws. However, no amendment of the Rules and Regulations shall be applicable to unless agreed to by such respective Unit Owner.

(1) No “For Sale”, “For Rent” or “For Lease” signs or other window displays or advertising shall be maintained or permitted in any Unit or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Declarant shall have the right to place “For Sale”, “For Rent”, “For Lease” or similar signs on or in the vicinity of the Building.

(2) Except as otherwise provided, no portion of the exterior of any Unit, or the windows or doors thereof, or any portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner without prior written consent of the Board or except as provided in the By-Laws.

(3) No personal articles (including, but not limited to, garbage cans, bottles or mats) and no bicycles, barbecues, artwork, equipment or doormats shall be placed or stored in Common Elements or Limited Common Elements. No Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements or Limited Common Elements.

(4) The Board or its agent shall retain a key or the like to each Unit. No Unit Owner shall change any lock, security code or the like on any door leading into his or her Unit without supplying a new passkey, key, security code or the like, to the Managing Agent immediately after the lock, security code or the like, is changed. If a Unit Owner fails to provide the Board or its agent with all means necessary to gain entrance to such Unit Owner’s Unit promptly after such Unit Owner moves into his or her Unit, or changes a lock, security code or the like, then Declarant shall be deemed released from any obligation it may have, if any, for correcting defects in or making repairs to such Unit. If Declarant or the Board or its agent must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key, security code or the like to the Board or its agent as provided in this paragraph, then the affected a Unit Owner shall be liable and responsible for any damage to the Building, including without limitation, other Units, Common Elements or such Unit, caused by Declarant or the Board or its agent in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws, and has not furnished a key, security code or the like to the Board or its agent, then the Board or its agent (but, except in an emergency, only when specifically authorized by an officer of the Condominium) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner’s property). All costs incurred in gaining entry to a Unit pursuant to this Rule shall be borne by the Unit Owner thereof.

(5) No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

(6) No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in his or her Unit if the same shall disturb or annoy other occupants of the Building. Further, in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 6:00 P.M., unless such construction or repair work is necessitated by an emergency.

(7) Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit any dirt or other substances to be swept or thrown therefrom, or from the doors, windows, balcony or terrace of a Unit.

(8) No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used by Unit Owners on or about the Building or Common Elements without prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board, nor shall anything be projected out of any windows without similar approval.

(9) No window guards or other window decorations shall be used in or about any Unit, except as shall have been approved in writing by the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

(10) No radio or television aerial, microwave dish or any similar apparatus shall be attached to or hung by a Unit Owner from the exterior of the Building (including any portion of the roof of the Building) without prior written approval of the Board. Upon request of any Unit Owner, the Board shall allow the installation of any connection necessary to provide cable television service to the Units.

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

(12) All garbage, refuse and recycling from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board may direct.

(13) Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting

from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

(14) No pets other than dogs, cats, fish and caged birds (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in a Unit unless the Board of Managers or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Board of Managers or the Managing Agent in their sole discretion, at any time, with or without cause. Notwithstanding the foregoing, a Residential Unit Owner may keep as pets not more than four (4) domestic dogs, domestic cats or caged birds, provided that such pets do not cause a nuisance, health hazard or unsanitary condition to any other Unit Owner, tenant or occupant. Any pet constituting a nuisance, health hazard or unsanitary condition shall be permanently removed from the Building within thirty (30) days after notice from the Board of Managers or the Managing Agent. The Board has the right in its sole and absolute discretion to implement rules for any or all pets, including, but not limited to, a requirement for any or all pets to ride in the service elevator. In no event shall any animal be permitted in the public elevator in the Building, or in any of the public areas of the Building unless carried or on a leash. Any Unit Owner with an animal that is unleashed or not carried in a public area of the Building shall be fined an amount to be determined by the Board of Managers in its sole discretion. Each Unit Owner who keeps (or permits to be kept) any type of pet in a Unit may be required to enter into an agreement with the Board of Managers, which may set forth such other rules regarding pets as the Board of Managers shall deem suitable and require the Unit Owner to indemnify, defend and hold harmless the Condominium, the Board of Managers, all other Unit Owners and the Managing Agent from and against all claims and expenses resulting from the acts or presence of such pet. Notwithstanding anything herein to the contrary, Sponsor shall have the right to grant to any Purchaser of a Residential Unit, at any time, on behalf of the Board of Managers, the consent to keep one (1) or more pets of any kind in that Purchaser's Residential Unit.

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

(16) No Unit Owner shall interfere in any manner with any portion of the heating, electrical, plumbing, mechanical or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit. The foregoing prohibition includes, without limitation, a prohibition against the installation within any of the Units of a clothes washer, clothes dryer or dishwasher without the prior written consent in each instance of the Board.

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

(18) No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of other Units; nor shall any nuisance or unlawful activity be committed or permitted to occur in or about any Unit or upon any part of the Limited Common Elements or Common Elements.

(19) Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, except maintenance storage or where specifically designated as such. Nothing shall be done on or to the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said areas and improvements situated thereon except if a use of any Unit shall increase the rate hazard and liability insurance for such area and improvements situated thereon, the Unit Owner shall pay the increase.

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

(21) No Unit Owner or other occupant of the Building shall engage any employee of the Condominium for any private business without prior written consent of the Board.

(22) Declarant or its designee (or such designee's successor or designee), the agents of the Board, and any authorized contractor or workman may enter any Unit or any part of the Property at any reasonable hour of the day for any purpose permitted under the terms of the Offering Plan, the Declaration, By-Laws, or Rules and Regulations of the Condominium.

(23) No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or open balconies, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

(24) Except as otherwise provided, the sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

(25) The Board may, from time to time, curtail or relocate any portion of the areas devoted to storage, recreation, or service purposes of the Building.

(26) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the public areas that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

(27) The agents of Declarant, the Board or the Board's agent, and any contractor or workman authorized by Declarant, the Board or the Board's agent, may enter any Unit at any reasonable hour of the day, on at least one day's prior notice for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of

taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for these permitted purposes.

(28) If any key, security code or the like are entrusted by a Unit Owner or by his or her agent, servant, employee, licensee, or visitor to an employee of Declarant, Building, the Board, or the Building agent, whether for such Unit Owner's Unit or an automobile trunk or other item of personal risk, the acceptance of the key, security code or the like shall be at the sole risk of such Unit Owner and neither the Declarant, Building, the Board nor the Board's agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(29) Any consent or approval given under these Rules and Regulations may be amended at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Board's agent, be conditional in nature. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

(30) Any damage to the Building or equipment caused by Unit Owners, their contractors, guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owners.

(31) Windows shall be washed as provided in this paragraph and the By-Laws. Unit Owners may clean interior glass window surfaces. All exterior glass windows must be washed by professional window cleaners in accordance with applicable laws, rules and regulations at a Unit Owner's cost and expense. Declarant is not responsible for cleaning windows and is not liable for any damage resulting from the manner in which the windows are cleaned.

(32) Each Unit Owner is responsible for maintaining the interior temperature of his or her Unit at an ambient level relative to the season. The Board, its agents and representatives, shall have the right to enter any Unit to adjust heating and cooling levels to ambient levels if the existing Unit temperature threatens to damage any Unit or any Common Elements or creates an undue load on building mechanical systems.

(33) 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.

(34) Plants, if any, placed by residents on balconies or terraces in the Building shall be contained in planters with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes should be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plants may be contained in masonry or hollow tile walls which will be at least three (3) inches from the wall and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It will be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep

holes in operating condition. There shall be no blockage of drainage if there is one. Unit Owners shall be responsible to move any plants that block access to roof drains or roofing membrane insulation for common maintenance. Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plants. The size of such plants shall be subject to the consent of the Board.

(35) Unit Owners with rights to use the roof deck, and guests of such Unit Owners, may walk on the roof surfaces; however, no Unit Owner may place any objects directly upon the surface of the roof nor shall any structure be built or placed upon the roof without the prior written consent of the Board. Certain additions and improvements or repairs to a Unit, including the Limited Common Elements appurtenant to them, cannot be made without the prior written approval of the Board.

(36) Access to all roof areas shall be provided to the maintenance staff for standard building maintenance.

(37) The owners of Units with rights to use the roof terrace shall not install or permit any item or improvement upon the roof which exceeds a maximum 100 pounds/sq. ft. floor load. Should any desired improvements exceed this maximum load, it will be the Unit Owner's responsibility to have a professional structural engineer design additional support to increase the load-bearing capacity of the desired level provided that the Board first approves a request by the Unit Owner for such heavy loads.

(38) The following policy on smoking (the "Smoking Policy") applies to any person on the Property, including guests:

- a) No person may carry or smoke any kind of lighted pipe, cigar, cigarette, e-cigarette, tobacco, non-tobacco or any other lighted smoking apparatus, device, equipment or product (collectively, "Smoking Implements") in any area of the Condominium, whether indoor or outdoor, at any time. For the avoidance of doubt, smoking and the use of Smoking Implements shall be prohibited in all common areas of the Condominium, including, without limitation, in any Unit, Common Element or Limited Common Element appurtenant to any Unit. In addition, no person may use any Smoking Implement within twenty-five (25) feet of any outside entrance to the Building or within twenty-five feet of any of the Building's outdoor air intakes or operable windows.
- b) This Smoking Policy shall apply to all tenants (and their sublessees, if any), guests, agents, invitees and licensees of Unit Owners and any other person in the Building or on the Property.
- c) Any costs or expenses incurred by the Condominium in connection with a violation of this Smoking Policy shall be treated as Individual Expense Charges. In addition, a Unit Owner who violates this Smoking Policy may be subject to such other sanctions as the Board may impose from time to time on a non-discriminatory manner.
- d) A copy of this Smoking Policy will be posted in a prominent location in the Building and/or delivered to all residents at least annually.

e) This Smoking Policy shall be disclosed in all leases by Unit Owners in the Building.

EXHIBIT D

Form of Unit Power of Attorney

[FORM OF] POWER OF ATTORNEY

made by

[]

to

**THE BOARD OF MANAGERS OF
220 EAST 9th STREET CONDOMINIUM**

and to

ASTOR NINE LLC

Premises known as:

220 East 9th Street
New York, New York 10003
Unit No. ____

Dated: As of _____, 2025

Section: _____
Block: 464
Lot: _____
County: New York

Record and return to:
[]¹

¹ Provide Managing Agent name and address

CONDOMINIUM UNIT OWNER POWER OF ATTORNEY

Terms used in this Condominium Unit Owner Power of Attorney which are used (a) in the declaration submitted by Astor Nine LLC (“Declarant”) establishing a plan for condominium ownership of the premises known as The 220 East 9th Street Condominium and by the street number 220 East 9th Street, New York, NY 10003 under Article 9-B of the Real Property Law of the State of New York, dated [], and recorded in the New York County Office of the Register of The City of New York on [], as CRFN [] (which Declaration and amendments are hereinafter collectively referred to as the “Declaration”) or (b) in the By-Laws of The 220 East 9th Street Condominium (the “By-Laws”) attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, [], the owner of Unit [] (the “Unit”) in The 220 East 9th Street Condominium, which is (are) designated and described as Unit No. [] in the Declaration and also designated as Tax Lot [], in Block 464 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners’ respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) upon determination by the Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Board deems necessary or appropriate, (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board, with respect to the Common Elements deem necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Common Elements, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, (c) any

consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Common Elements which the Board deems necessary or appropriate, or (d) perform or observe the Condominium covenants applicable to such Unit.

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

The undersigned, do(es) hereby nominate, constitute and appoint the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Residential Units, Commercial Unit and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant 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 or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. This Power of Attorney shall be irrevocable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the
__ day of [], 202__.

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the __ day of [], in the year [], 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

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT F

TAX CONSULTANT OPINION

LAW OFFICES
SONNENSCHN, SHERMAN & DEUTSCH, LLP

SANDER SRULOWITZ
MARTIN J. FRIEDMAN
DEBRA SAPIR SRULOWITZ*
DANIEL L. FRIEDMAN*

*MEMBER OF NY AND NJ BARS

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(212) 245-6754
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COUNSEL
RICHARD E. FELDMAN*
SARA R. THRONE

March 18, 2025

Astor Nine LLC
c/o Mr. Roger Bittenbender
134 Spring Street
New York, NY 10012

**Re: 220 East 9th Street
Block 464 Lot 20
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 assessment to be levied upon the captioned premises as well as the taxes for the initial tax year after completion of construction. You have advised us that construction is about to commence and is expected to be completed by the end of December 2026. You have advised us that the project will consist of the construction of a new multiple dwelling to be structured as a condominium, which will contain eighteen (18) residential units, ten (10) parking spaces and twenty-one (21) storage units, and your initial budget year will commence on February 1, 2027.

In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. This information includes your purchase price, your estimated construction costs and your estimated operating expenses. You have also supplied us with a square footage analysis of the project as well as architect's plans prepared by the architectural firm of Colberg Architecture, P.C.

We have also considered the recent tax assessment history of the property, the cost of the new project, the potential income for the new structure (as if operated as a rental), comparable properties in the Borough of Manhattan, which have been newly constructed or undergone renovation as well as market conditions in the area.

In projecting 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 value.
2. The estimate of the cost of 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 the following July 1. The final assessment roll containing the final 2026/27 and 2027/28 assessed values will be published on or about May 25, 2026 and 2027, respectively.

The 2025/26 tentative assessment is:

	<u>Actual</u>	
	Land	Total
2025/26	\$495,000	\$2,964,600

Pursuant to Real property Tax Law ("RPTL" section 11-209(a), "A building, other than a commercial building, in the course of construction, commenced since the preceding fifth day of January (in this case January 5, 2025) and not ready for occupancy on the fifth day of January (January 5, 2026) following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April (2026)".

We have been advised that the pouring of a foundation has not commenced to date. Since such action has been held as the commencement of construction, the construction on the property will commence after January 5, 2025. We have also been advised that a certificate of occupancy is reasonably anticipated to not be obtained until approximately December 2026, well after the April 15, 2026 requirement.

Based on these facts, we believe that any building assessment placed on the property for the 2026/27 tax year for construction performed before January 5, 2026 will be removed and the 2026/27 assessment should be as follows:

	<u>Actual</u>		<u>Transition</u>	
	Land	Total	Land	Total
2026/27	\$1,337,175	\$1,337,175	\$663,435	\$663,435

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 price of the individual condominium units in determining the assessed valuation. Therefore, the prices that you set forth in your offering plan, and any subsequent sales or resales, are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The residential condominium units will be designated as tax class 2 property and will pay at the tax class 2 tax rate. The 2024/25 tax class 2 residential tax rate is \$12.5 for each \$100 of assessed valuation. The parking condominium units will be designated as a tax class 4 property and will pay real estate taxes at the tax class 4 tax rate. The 2024/25 tax class 4 commercial tax rate is \$10.762 for each \$100 of assessed valuation.

We project the 2026/27 and 2027/28 real estate tax class 2 rates at 12.6%. We project the tax class 4 tax rates for 2026/27 and 2027/28 to be 10.962% and 11.062%, respectively based on recent percentage increases.

We point out that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units as of the date of the conversion. We suggest that you include a provision in your offering plan to cover this possibility.

Predicated upon the foregoing, it is our opinion that for the initial budget year of February 1, 2027 through January 31, 2028, the total taxes of the property for February 1, 2027 through January 31, 2028, will be \$490,079. For the post construction 2027/28 tax year, which covers the period July 1, 2027 through June 30, 2028, we estimate an actual assessed value of \$6,812,118. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is likely that there may be a substantial deviation in the assessed value for the 2026/27 and 2027/28 tax years.

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 use of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Surveyor's office and recorded at the City Register. Thus the allocation of the assessed value of all units will likely be based on the common interest as set forth in the condominium declaration.

Therefore, we make the following projections of the real estate taxes:

Total Estimated January 31, 2028 Budget Year Real Estate Taxes - \$490,079
Total Estimated Post Construction Real Estate Taxes for 2027/28 - \$788,502

Our firm has an extensive practice in real estate tax review matters. We currently represent the owners of approximately 1,050 buildings in the City of New York, and file applications for correction of the tax assessments on these properties. This firm and its predecessor have been engaged in such practice for a period of approximately 65 years. Additionally, I am a member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

Based upon our previous experience with such proceedings, we have issued this letter with the estimates and caveats contained herein, with the specific understanding that our opinion is not a guarantee that the taxes will be as herein projected and estimated. 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 initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law, court decisions, and/or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned and does not purport to express the opinion of the New York Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the initial budget year as well as for tax years 2026/27 and 2027/28 than set forth herein. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

Sonnenschein, Sherman & Deutsch, LLP

A handwritten signature in black ink, appearing to read 'Martin J. Friedman', is written over a horizontal line.

By: Martin J. Friedman

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT G

FORM OF SALES ESCROW AGREEMENT

**ESCROW AGREEMENT FOR SALES PROCEEDS
UNDER CONDOMINIUM OFFERING PLAN**

THIS ESCROW AGREEMENT (this "Agreement") is made as of this 17th day of April, 2025, by and between ASTOR NINE LLC ("Sponsor"), as sponsor of the offering plan to offer for sale of condominium ownership interests at the premises located at 220-228 East 9th Street, New York, NY (the "Plan") and ROSENBERG & ESTIS, P.C. ("Escrow Agent").

WHEREAS, Sponsor has filed the Plan with the Attorney General; and

WHEREAS, Escrow Agent is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-(h) and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, Sponsor and Escrow Agent desire that Escrow Agent act as escrow agent for deposits, down payments and advances (referred to herein as "Deposits") made by purchasers under the Plan (each a "Purchase"), pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 Escrow Agent shall establish an escrow account for the purpose of holding the Deposits at Citibank, N.A, located at 388 Greenwich Street, 30th Floor, New York, New York, 10013 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account shall be entitled "Rosenberg & Estis - 220 East 9th Street Escrow Account" (the "Escrow Account").

1.2 Escrow Agent has designated the following attorneys to serve as signatories: Michael Lefkowitz, Richard Sussman, Esq. and Eric Orenstein, Esq., acting severally. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 733 Third Avenue, New York, NY 10017 and a telephone number of (212) 867-6000.

1.3 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither Escrow Agent nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from Purchaser prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account as provided in this Agreement. All instruments to be placed into the Escrow Account shall be made payable directly to the order of "Rosenberg & Estis, as Escrow Agent", pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by Escrow Agent. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 Escrow Agent is hereby obligated to send a notice of all Deposits received by Escrow Agent to Purchaser within ten (10) business days of receipt of same. Such notice shall set forth the Bank, the account number, and the initial interest rate, if any, earned thereon. If the Purchaser does not receive notice within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 Under no circumstances shall Sponsor seek or accept release of the Deposit of Purchaser to Sponsor until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan shall not relieve Sponsor or Escrow Agent of any obligation to Purchaser as set forth in GBL §§ 352-3(2-b) and 352-h.

3.2 Escrow Agent shall release the Deposit to Purchaser or Sponsor as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the unit;

3.2.2 in a subsequent writing signed by both Sponsor and Purchaser; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either Sponsor or Purchaser to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both Purchaser

and Sponsor informing them of said release. If Escrow Agent receives a written notice from either Purchaser or Sponsor objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the building is located and shall give written notice to both Sponsor and Purchaser of such deposit.

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

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

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

4.3 Escrow Agent shall make available to the Attorney General, upon request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

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

5.2 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).

5.3 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser, using such transmittal forms as required by Escrow Agent.

6.2 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.

6.3 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled by either:

7.1.1 Written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. Purchaser shall be deemed to have consented to such cancellation;

7.1.2 The resignation of Escrow Agent, which shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to Purchaser of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of Escrow Agent as described in paragraph 7.1.1 or 7.1.2 above, Escrow Agent shall deliver the Deposits held by Escrow Agent and the Purchase Agreements and any other documents maintained by Escrow Agent relating to the Deposits to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon Sponsor, Purchaser, and Escrow Agent and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

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.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION.

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of Escrow Agent's duties under this Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, 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.

13. ENTIRE AGREEMENT.

This Agreement, read together with GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Escrow Agent:

ROSENBERG & ESTIS, P.C.

By: 
Eric Orenstein, a Member

Sponsor:

ASTOR NINE LLC

By: 
Roger Bittenbender, Authorized Signatory

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT H

FORM OF STORAGE LICENSE

STORAGE BIN LICENSE AGREEMENT

LICENSE AGREEMENT made as of _____, 20____ (this "Agreement") by and between the Board of Managers of the 220 East 9th Street Condominium, having an address 220-228 East 9th Street, New York, NY 10003, Attn: _____, (the "Board" or the "Licensor"), and _____, having an address at _____ ("Unit Owner" or the "Licensee").

WHEREAS, the 220 East 9th Street Condominium (the "Condominium") is governed by that certain Declaration of Condominium dated _____, recorded in the New York County Office of the Register of the City of New York on _____ under the City Register File Number _____, as the same has been or may be amended from time to time (the "Declaration"), the By-Laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the rules and regulations of the Condominium, as the same has been or may be amended from time to time (the "Rules and Regulations") (the "Declaration," the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the "Condominium Documents"); and

WHEREAS, in accordance with the terms of the Declaration, the Board is responsible for administration of the Common Elements of the Condominium, including, without limitation the Storage Bins located in a portion of the cellar floor of the Condominium; and

WHEREAS, Unit Owner desires to purchase a license to use the storage bin designated as Storage Bin No. _____ (the "Storage Bin") for so long as Unit Owner owns a Unit in the Condominium;

WHEREAS, Unit Owner simultaneously herewith is purchasing Unit _____ (the "Unit") in the Condominium.

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License Fee. On a monthly basis, Licensee shall pay to Licensor a license fee (the "License Fee") in the amount of \$____.00 per month, commencing on the first day of the month following the date of this License and continuing through the expiration or termination of the License pursuant to the terms hereof. The License Fee shall be deemed an assessment by Licensor and failure to pay same shall entitle Licensor to the same rights and remedies as Licensor has under the Declaration or the By-Laws for non-payment of Common Charges or other assessments. The Licensor, in its sole discretion, may periodically increase the License Fee (but not more frequently than annually).

2. Use of Storage Bin; Access to Storage Bin.

(a) Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns, and Licensee hereby

accepts from Licensor, an exclusive license (the “License”) to use the Storage Bin during the term hereof for storage of Licensee’s personal property and the property of permitted occupants of the Unit (collectively, the “Permitted Users”).

(b) Licensee shall not store or permit anyone else to store in the Storage Bin any (i) animals, food or any other perishable, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items the value and/or replacement of which is not reasonably capable of being covered by insurance.

(c) Licensee shall not (i) interfere with the use of a storage bin by any other Unit Owner or Permitted User, (ii) store any property outside the Storage Bin, (iii) allow any other person to use the Storage Bin except in accordance with the terms of this Agreement, or (iv) deface or damage the Storage Bin, the Building or Licensor’s equipment. Notwithstanding anything to the contrary contained in this Agreement, Licensee may install racks, shelving or other facilities within the Storage Bin, provided that such installation does not damage the structural integrity of the Building, the Storage Bin or any other storage bin. Licensee shall, however, at Licensor’s request and at Licensee’s sole expense, remove any such installation upon the expiration of the Term or earlier termination of this Agreement.

(d) Licensee shall keep the Storage Bin locked with a lock procured by Licensee at Licensee’s expense, and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee’s responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys. Licensor shall be entitled to use the duplicate key in its possession to access the Storage Bin only in case of emergency as described below or to make repairs that Licensor in its reasonable judgment deems necessary.

(e) Licensee shall have access to the Storage Bin 24-hours a day, seven days a week, subject to the right of Licensor, in its reasonable judgment, to restrict late night access for security reasons.

3. Term. The term (the “Term”) of this License shall commence on the date first set forth above and shall continue until the earlier of (i) the date Licensor no longer owns the Unit (subject to the provisions of Section 4 of this Agreement), (ii) the effective date on which Licensee gives Licensor written notice of termination or (iii) the date this Agreement is terminated by Licensor due to Licensee’s default or otherwise (as provided herein).

4. Sale or Lease of Residential Unit; Assignment/Sublicense of this Agreement.

(a) The License granted hereunder shall automatically terminate on the date that the Licensee no longer owns the Unit, unless, however, Licensee assigns this License to the approved purchaser or other transferee of the Unit (the “Transferee”), and Transferee assumes same, in accordance with the provisions of this Agreement.

(b) Specifically, if Licensor has waived its right of first refusal with respect to the sale or other conveyance of the Unit, or if Licensor has exercised its right of first refusal, in

either case as set forth in the By-laws of the Condominium, and if the assignment of this License to the Transferee was a condition of the applicable sale or other conveyance of the Unit the Licensee may assign this License to the Transferee as part of the sale or other conveyance. Upon execution of an assignment and assumption of this Agreement, Licensee shall provide a fully executed original counterpart of same to Licensors, in form and substance acceptable to Licensors, with ten (10) days of execution thereof.

(c) If Licensee desires to lease the Unit, and if Licensors has waived its right of first refusal (or has exercised such right) in connection with the proposed lease, the Licensee may sub-license this License to the tenant to whom the Unit is/are being leased. Upon execution of a sub-license of this Agreement, Licensee shall provide a fully executed original counterpart of same to Licensors, in form and substance acceptable to Licensors, within ten (10) days of execution thereof.

5. Removal of Property in Storage Bin upon Expiration of Term. In the event this Agreement expires or is terminated, License shall vacate and surrender possession of the Storage Bin, broom clean, in the condition as existed on the date of commencement of this Agreement. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Any property not removed from the Storage Bin at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensors's option, be retained as Licensors's property or disposed of at Licensee's sole cost and expense, in either case without any liability to Licensee or anyone else.

6. Indemnity. Licensee shall indemnify and save harmless Licensors and Licensors's agent against and from any and all liability, loss, damage and expense (including without limitation, attorney fees, and expenses) arising from injury to person and property occasioned by Licensee's negligence or failure of Licensee to comply with any provisions in this Agreement, or due wholly or in part to any act, default or omission of the Licensee, any Permitted Users or any other person using the Storage Bin, or by Licensors, its agents, servants or contractors when acting as an agent for the Licensee. The provisions of this paragraph 6 shall survive the expiration or other termination of, or the sub-license of, this Agreement.

7. Risk of Loss. Neither Licensors nor its agents or employees shall be liable for any damage to or theft or other loss of any property stored in the Storage Bin, unless due to the negligence of Licensors. Licensee understands that the Licensors intends to leave the storage area in which the Storage Bin is located unattended and accordingly, Licensee stores property in the Storage Bin at Licensee's own risk, including, without limitation, the possibility that the Storage Bin may be damp or have water infiltration. Licensors undertakes only to act as a Licensors, and under no circumstances shall Licensors or its agents be deemed to act as Licensee's bailee.

8. As Is Condition. Licensee represents that it has made a thorough inspection of the Storage Bin and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the Term of this Agreement, take good care of the Storage Bin.

9. Services by Licensors. Licensors shall not provide any services to the Storage Bin or

to Licensee in connection with storage of property in the Storage Bin, except lighting in the area in which the Storage Bin is located and elevator service to that floor and periodic cleaning of the storage area in which the Storage Bin is located. Licensee shall keep the interior of the Storage Bin clean.

10. Changes to Be in Writing. This Agreement may not be modified except by a writing signed by the party to be charged.

11. Licensee's Default. If Licensee shall default in fulfilling any of its covenants or obligations under this Agreement, the Declaration, the By-Laws, and/or the Rules and Regulations, in addition to any other rights and remedies available to Licensors under this Agreement, the Declaration, the By-Laws, or otherwise, Licensors may (i) deny access to the Storage Bin until Licensee cures such default, or (ii) terminate this Agreement by the giving written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

12. Compliance with Laws. Licensee shall, at all times, use the Storage Bin and permit the Storage Bin to be used only in a matter 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 Bin. Licensee, its servants, employees, agents, visitors and Licensee shall observe faithfully and comply strictly with the Condominium Documents and any and all rules and regulations promulgated by Licensors.

13. Access. Licensors or its agents shall have the right (but not the obligation), without liability to Licensors, to open the Storage Bin in an emergency in order to protect the health and safety of Building, its residents and their property, and at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensors shall deem necessary or desirable to the Storage Bin or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

14. No Waiver. The failure of Licensors to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensors, shall not be deemed a waiver of such right and shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effort of an original violation.

15. Assignment. Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensors to effectuate such assignment, including, without limitations, the obligation of the assignee to enter into a new license agreement directly with Licensors.

16. Definitions. All capitalized items used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Declaration.

17. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of Licensor and Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

THE BOARD OF MANAGERS OF
THE 220 EAST 9TH STREET
CONDOMINIUM

UNIT OWNER(S):

By: _____

Name:

Title:

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT I

FORM OF PARKING SPACE DEED

PARKING SPACE DEED

THIS INDENTURE, made the ___ day of [], between Astor Nine LLC, a Delaware limited liability company, having an office at 134 Spring Street, Suite 305, New York, NY 10012 (the “Grantor”), and [] (the “Grantee”), having an address at 220-228 East 9th Street, Unit [], New York, New York 10003.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Unit (the “Unit”) in the premises known as The 220 East 9th Street Condominium and by the street number 220-228 East 9th Street, Borough of New York, City, County and State of New York, said Unit being designated and described as Parking Unit No. [] in the Declaration establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the “Condominium Act”), dated [] and recorded in the New York County Office of the Register of The City of New York (the “City Register’s Office”) on [] as CRFN #[] (which Declaration and amendments are hereinafter collectively referred to as the “Declaration”) and also designated as Tax Lot(s) [] in Block 464 of the Borough of New York on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by Collberg Architecture PC on [], and filed in the Real Property Assessment Department of the City of New York on [] as Condominium Plan No. [] and also filed in the City Register’s Office on [] as CRFN# []. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of The 220 East 9th Street Condominium (said by-laws, as the same may be amended from time to time, are hereinafter referred to as the “By-Laws”).

Together with an undivided []% interest in the General Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, the By-Laws and the Power of Attorney entered into contemporaneously herewith, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B (the “Permitted Encumbrances”) attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

The applicable severability provisions of the Declaration shall control in the event any provision of the Declaration or the By-Laws is unenforceable or invalid under, or could be construed to cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act.

Except as otherwise specifically permitted by the Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as set forth herein.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

Grantor:

Astor Nine LLC

By: _____

Name:

Title:

Grantee:

[illegible]

On the ____ day of [], in the year [], 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

[illegible]

On the ____ day of [], in the year [], 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 A

DESCRIPTION OF THE LAND

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 9th Street distant 224 feet westerly from the intersection of the southerly side of 9th Street with the westerly side of 2nd Avenue;

RUNNING THENCE southerly parallel with 2nd Avenue, 75 feet;

THENCE westerly parallel with 9th Street, 105 feet to land now or late of James B. Murray

THENCE northerly parallel with 2nd Avenue, along said land now or late of Murray, 75 feet to the southerly side of 9th Street;

THENCE easterly along the southerly side of 9th Street, 105 feet to the point or place of BEGINNING

SCHEDULE B

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.
2. Any state of facts which an accurate survey of the Property would show provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.
3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By Laws and the Rules and Regulations, the Power of Attorney from Purchaser to the Board, and the Floor Plans; as all of the same may be amended from time to time.
4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.
5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.
6. Revocability of licenses for vault space, if any, under the sidewalks and streets.
7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.
8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.
9. The lien of any unpaid Common Charge, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.
10. The lien of any unpaid assessment payable in installments, except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and Purchaser shall pay all assessments due from and after the Closing Date.
11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which Chicago Title Insurance Company (or such other New York title insurance company licensed to do business in the State of New York which insures Purchaser's title to the Unit) would be willing, in a fee policy issued by it to Purchaser to insure Purchaser that such encumbrance (i) will not be collected out of the Unit if it is a lien, or (2) will not be enforced against the Unit if it is not a lien.
13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Residential Unit for residential purposes.
14. Any lease covering the Unit made from Sponsor to Purchaser.
15. Any violation against the Property (other than the Unit) which is the obligation of the Board or another Unit Owner to correct.
16. Covenants, Conditions, Easements, Leases, Agreements of record, as follows:
17. The title exceptions noted in the Specimen Title Policies set forth in Part II of the Plan.

CONDOMINIUM PARKING SPACE DEED

Astor Nine LLC

TO

220 East 9th Street
New York, NY 10003
Unit: _____

County: New York
Block: 464
Lot: _____

Record and Return To:

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT J

IRS FORMS

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For use by individuals. Entities must use Form W-8BEN-E.
- Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required ☐
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here
☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):☐ Simple trust☐ Tax-exempt organization☐ Corporation☐ Complex trust☐ Partnership☐ Foreign Government - Controlled Entity☐ Central Bank of Issue☐ Private foundation☐ Estate☐ Foreign Government - Integral Part☐ Grantor trust☐ Disregarded entity☐ International organizationIf you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).☐ Nonreporting IGA FFI. Complete Part XII.☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.☐ Participating FFI.☐ International organization. Complete Part XIV.☐ Reporting Model 1 FFI.☐ Exempt retirement plans. Complete Part XV.☐ Reporting Model 2 FFI.☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.☐ Territory financial institution. Complete Part XVII.☐ Excepted nonfinancial group entity. Complete Part XVIII.☐ Sponsored FFI. Complete Part IV.☐ Excepted nonfinancial start-up company. Complete Part XIX.☐ Certified deemed-compliant nonregistering local bank. Complete Part V.☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.☐ 501(c) organization. Complete Part XXI.☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.☐ Nonprofit organization. Complete Part XXII.☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.☐ Excepted territory NFFE. Complete Part XXIV.☐ Owner-documented FFI. Complete Part X.☐ Active NFFE. Complete Part XXV.☐ Restricted distributor. Complete Part XI.☐ Passive NFFE. Complete Part XXVI.☐ Excepted inter-affiliate FFI. Complete Part XXVII.☐ Direct reporting NFFE.☐ Sponsored direct reporting NFFE. Complete Part XXVIII.☐ Account that is not a financial account.**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

Part I Identification of Beneficial Owner *(continued)***8** U.S. taxpayer identification number (TIN), if required _____**9a** GIIN _____**b** Foreign TIN _____**c** Check if FTIN not legally required. ☐**10** Reference number(s) (see instructions) _____**Note:** Please complete remainder of the form including signing the form in Part XXX.**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)**11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment☐ Branch treated as nonparticipating FFI.☐ Reporting Model 1 FFI.☐ U.S. Branch.☐ Participating FFI.☐ Reporting Model 2 FFI.**12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate. _____

Country _____

13 GIIN (if any) _____**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)**14** I certify that (check all that apply):**a** ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.**b** ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):☐ Government☐ Company that meets the ownership and base erosion test☐ Tax-exempt pension trust or pension fund☐ Company that meets the derivative benefits test☐ Other tax-exempt organization☐ Company with an item of income that meets active trade or business test☐ Publicly traded corporation☐ Favorable discretionary determination by the U.S. competent authority received☐ Subsidiary of a publicly traded corporation☐ No LOB article in treaty☐ Other (specify Article and paragraph): _____**c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).**15 Special rates and conditions** (if applicable—see instructions):

The beneficial owner is claiming the provisions of Article and paragraph _____

of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI**16** Name of sponsoring entity: _____**17 Check whichever box applies.**☐ I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI *(continued)***Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ . The trustee is: ☐ U.S. ☐ Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).**Part XIV International Organization**

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans *(continued)*

- d** ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e** ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f** ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30** ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31** ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32** ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33** ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34** ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity: _____

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income or proceeds to which this form relates, is using this form to certify its status for chapter 4 purposes, or is submitting this form for purposes of section 6050W or 6050Y;
- The entity identified on line 1 of this form is not a U.S. person;
- This form relates to: (a) income not effectively connected with the conduct of a trade or business in the United States, (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an income tax treaty, (c) the partner's share of a partnership's effectively connected taxable income, or (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f); **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

☐ I certify that I have the capacity to sign for the entity identified on line 1 of this form.

Sign Here 

Signature of individual authorized to sign for beneficial owner

Print Name

Date (MM-DD-YYYY)

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT K-1

SPONSOR AND PRINCIPAL CERTIFICATION

**CERTIFICATION OF SPONSOR AND SPONSOR'S
PRINCIPAL PURSUANT TO PART 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED**

As of April 17th, 2025

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

Re: The 220 East 9th Street Condominium
 Condominium Offering Plan
 220-228 East 9th Street, New York, New York 10003

The undersigned being under penalty of perjury under the laws of the State of New York and the United States of America, hereby certify as follows:

We are the sponsor and principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

- (vii) not contain any representation or statement which is false, where 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.

[Signature Page Follows]

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

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 this 17th day of April, 2025.

Astor Nine LLC,
a Delaware limited liability company

By: R.B.B.

Name: Roger Bittenbender

Title: Authorized Signatory

SPONSOR'S PRINCIPAL:

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 this 17th day of April, 2025.

R.B.B.

Roger Bittenbender

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT K-2

SPONSOR'S ARCHITECT CERTIFICATION

**CERTIFICATION BY SPONSOR'S ENGINEER/ARCHITECT PURSUANT TO
SECTION 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL
BUSINESS LAW, ARTICLE 23-A, AS AMENDED**

As of April 18, 2025

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

Re: Part 20 Condominium Offering Plan
220 East 9th Street Condominium
220-228 East 9th Street, New York, New York 10003

Astor Nine LLC (the “Sponsor”), the sponsor of the property located at 220-228 East 9th Street, New York, New York 10003 (the “Property”), retained our firm to prepare a report describing the construction of the Property (the “Report”). We prepared the architectural plans which are intended to be incorporated into the Offering Plan, as amended, so that prospective purchasers may rely on the Report. I have examined the building plans dated April 10, 2025, that were prepared by Colberg Architecture, PC, and prepared the Report dated April 10, 2025, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am a registered architect/engineer in the state in which the Property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulation promulgated by the Attorney General in Part 20 insofar as they are applicable to this report.

I have read the entire Report and have investigated the facts set forth in the Report and facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify the Report does:

- 1) set forth in narrative form the description of the entire Property as it will exist upon completion of the construction of the Property, provided construction is in accordance with the plans and the Report that I prepared;
- 2) in my professional opinion afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description of the Property as it will exist upon completion

of construction, provided that the construction is in accordance with the plans and the Report that I prepared;

- 3) not omit any material fact;
- 4) not contain any untrue statement of material fact;
- 5) not contain any fraud, deception, concealment, or suppression;
- 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 I:
a) knew the truth; b) with reasonable effort could have known the truth; c) made no reasonable effort to ascertain the truth, or d) did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this report is not contingent on the conversion of the Property to condominium ownership or the profitability of 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 this 18 day of April, 2025.



COLBERG ARCHITECTURE, P.C.

By: 
Name: Eugene Colberg
Title: Principal

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT K-3

SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

**CERTIFICATION OF ADEQUACY OF BUDGET
PURSUANT TO SECTION 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED**

As of April 14th, 2025

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

Re: 220 East 9th Street Condominium
220-228 East 9th Street, New York, New York 10003

The undersigned being under penalty of perjury under the laws of the State of New York and the United States of America, hereby certify as follows:

Astor Nine LLC ("Sponsor"), the sponsor of the condominium at the captioned property, retained me/our firm to review and prepare Schedules B and B-1, containing projections of income and expenses and individual utility costs for the first year of condominium operation.

Camelot Realty Group has been engaged in the management of residential and commercial real estate for the past 10 years. Currently we manage approximately Sixty (60) buildings and we are licensed as a real estate brokerage firm in the State of New York, including approximately Thirty (30) cooperatives or condominiums.

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 Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule 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 Schedules:

- (1) set forth in detail the projected income and expenses for the first year of condominium operation;
- (2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (3) do not omit any material fact;
- (4) do not contain any untrue statement of a material fact;
- (5) do not contain any fraud, deception, concealment, or suppression;
- (6) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (7) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

We further certify that I am/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 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 this 14 day of April, 2025.

CAMELOT REALTY GROUP

By: 

Name: David Goldoff

Title: President

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT K-4

**SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON
CHARGES PAYABLE BY PARKING UNIT OWNERS**

**CERTIFICATION OF ADEQUACY OF NON-RESIDENTIAL UNITS COMMON
CHARGES PURSUANT TO 13 NYCRR 20.4(e)**

The 220 East 9th Street Condominium
220-228 East 9th Street, New York, NY 10003 (the "Premises")

The Sponsor of the condominium offering plan (the "Plan") for the Premises retained our firm to review or prepare Schedules "A" and "B" of the Plan, which include projections of common charges payable by the owner(s) of the Non-Residential Units, as such term is defined in the Plan (collectively, the "Schedules"). Our experience in this field includes management of condominium, cooperatives and rental properties in the metropolitan area for more than 10 years, totaling over 150 properties including buildings with commercial space.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Office of the Attorney General in Part 20 insofar as they are applicable to the Non-Residential Units.

We have reviewed the Schedules as they impact upon the Non-Residential Units and investigated the facts underlying and set forth in the Schedules with due diligence in order to form a basis for this certification. We also have relied upon our experience in managing residential buildings.

We certify that the projections in the Schedules for common charges payable by the owner of Non-Residential Units appear to be reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Non-Residential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Non-Residential Units also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in the Schedules for the common charges payable by the owner of the Non-Residential Units:

- (i) Set forth in detail the projected common charges for the Non-Residential Units for the first year of condominium operation;
- (ii) Afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner(s) of the Non-Residential Units;

- (iii) Do not omit any material fact;
- (iv) Do not contain any untrue statement of a material fact;
- (v) Do not contain any fraud, deception, concealment, or suppression;
- (vi) Do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) Do not contain any representation or statement which is false, where 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 Plan and we consent to such incorporation. This statement is not intended as a guaranty or warranty of the common charges fairly attributable to the Non-Residential Units 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.

Executed on this 14th day of April, 2025.

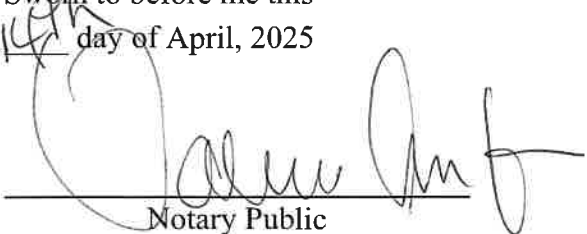
CAMELOT REALTY GROUP

By: 

Name: David Goldoff

Title: President

Sworn to before me this


14th day of April, 2025

Notary Public

VALERIE ANN FIUME
Notary Public - State of New York
NO. 01F16387992
Qualified in New York County
My Commission Expires May 23, 2027

THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT L

SPECIMEN TITLE POLICY

Policy No.: CT25-00094-NY

ALTA OWNER'S POLICY OF TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, A FLORIDA CORPORATION (the "Company") insures, as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 2 includes but is not limited to insurance against loss from
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would be disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

NY-02100.430087-RAM-7230632-1- -CT25-00094-NY

ALTA Owner's Policy 2021 (03/08/2024)

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the rights of eminent domain but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.



Policy No.: CT25-00094-NY

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Issued by:

CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVENUE, 8TH FLOOR
NEW YORK, NY 10017

Countersigned:: _____
Authorized Signature



CHICAGO TITLE INSURANCE COMPANY

By:

Michael J. Nolan
President

By:

Michael L. Gravelle
Secretary

NY-02100.430087-RAM-72306-1- -CT25-00094-NY

ALTA Owner's Policy 2021 (03/08/2024)

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Policy No.: CT25-00094-NY

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.

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ALTA Owner's Policy 2021 (03/08/2024)

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Policy No.: CT25-00094-NY

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.



CHICAGO TITLE INSURANCE COMPANY

ALTA Owner's Policy of Title Insurance 2021

SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
711 Third Avenue, 8th Floor
New York, NY 10017

Policy No.: **Effective Date:** **Amount of Insurance:**
PRO-FORMA To Be Advised
Title No.: CT25-00094-NY

1. The Insured is:

Future Unit Purchaser

2. The estate or interest in the Land insured by this Policy is:

Fee Simple

3. The Title is vested in:

Deed made by Astor Nine LLC to FUTURE UNIT PURCHASER, dated __/__/20__, to be recorded.

4. The Land is is described as follows: - SEE ATTACHED DESCRIPTION-

Authorized Signatory

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.



CHICAGO TITLE INSURANCE COMPANY

PRO-FORMA

Title No.: CT25-00094-NY

SCHEDULE A DESCRIPTION

The Condominium Unit in the Building known as The 220 East 9TH Street Condominium, located at 220 East 9th Street, New York, New York, designated and described as Unit No. _____ (hereinafter called the "Unit") in the Declaration (hereinafter called "Declaration") made by Astor Nine, LLC (hereinafter called the "Sponsor") under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated _____, 2025 and recorded _____, 2025 in the Office of the Register of The City of New York, County of New York, in CRFN _____ establishing a plan for Condominium ownership of said Building and the land upon which the same is erected (hereinafter sometimes collectively called the "Property") and also designated and described as Tax Lot No. _____, Block 464, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of said Building certified by _____ and filed as Condominium Plan No. _____ and also filed on _____, 2025 as CRFN _____ in the aforesaid Register's Office.

TOGETHER with an undivided _____ percent interest in the common elements of the property as described in the Declaration (hereinafter called the "Common Elements") recorded as CRFN _____.

The land upon which the Building containing the Unit is erected 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 9th Street distant 224 feet westerly from the intersection of the southerly side of 9th Street with the westerly side of 2nd Avenue;

RUNNING THENCE southerly parallel with 2nd Avenue, 75 feet;

THENCE westerly parallel with 9th Street, 105 feet to land now or late of James B. Murray;

THENCE northerly parallel with 2nd Avenue, along said land now or late of Murray, 75 feet to the southerly side of 9th Street;

THENCE easterly along the southerly side of 9th Street, 105 feet to the point or place of BEGINNING.

ALTA Owner's Policy Schedule A 2021 (03-08-2024)

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CHICAGO TITLE INSURANCE COMPANY

PRO-FORMA

Title No.: CT25-00094-NY

SCHEDULE B EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any state of facts disclosed by an accurate survey of the Building and the Unit.
2. Terms, Provisions, Covenants, Restrictions, Conditions and Options contained in and rights and easements established by the Declaration of Condominium and By-Laws dated _____ and recorded _____ in the Office of the Register of the City of New York, County of New York in CRFN _____.
3. Power of Attorney as set forth in the purchase agreement from the insured to the Members of the Board of Managers of the Condominium and their successors in office.

ALTA Owner's Policy Schedule B 2021 (03/08/2024)

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CHICAGO TITLE INSURANCE COMPANY

Policy No. PROFORMA
Title No. CT25-00094-NY

CHICAGO TITLE INSURANCE COMPANY

TIRSA STANDARD NEW YORK ENDORSEMENT - (OWNER'S POLICY)

Attached to and made a part of Policy No. **PROFORMA**

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
2. Exclusion From Coverage Number 6 is deleted, and the following is substituted:

6. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown on Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

Dated: **PRO FORMA**

PRO FORMA SAMPLE



By:

Michael J. Nolan
President

By:

Marjorie Nemzura
Secretary

Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.



CHICAGO TITLE INSURANCE COMPANY

Policy No: PROFORMA
Title No: CT25-00094-NY

CHICAGO TITLE INSURANCE COMPANY
CONDOMINIUM ENDORSEMENT
-NEW YORK-

Attached to and made a part of Policy No. PROFORMA

The Company insures the insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in Schedule A.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

Dated: **PRO FORMA**

PRO FORMA SAMPLE

Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.



By:

Michael J. Nolan
President

By:

Marjorie Nemzura
Secretary

Policy No.: CT25-00094-NY

CONDITIONS**1. DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. “Affiliate”: An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. “Amount of Insurance”: The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. “Date of Policy”: The Date of Policy stated in Schedule A.
- d. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. “Enforcement Notice”: A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. “Entity”: A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. “Insured”:
 - i. (a) The Insured named in Item 1 of Schedule A;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e) the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;
 - (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3) a spouse who receives the Title because of a dissolution of marriage;



- (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5) another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
 - h. “Insured Claimant”: An Insured claiming loss or damage arising under this policy.
 - i. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - j. “Land”: The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - k. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - l. “PACA-PSA Trust”: A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
 - m. “Public Records”: The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - n. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - o. “Title”: The estate or interest in the Land identified in Item 2 of Schedule A.
 - p. “Unmarketable Title”: The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.
2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured’s Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

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- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.



- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for

examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options: a. To Pay or Tender Payment of the Amount of Insurance

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

a. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay;

or

- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and



provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title, all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.



11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*

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The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located. The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
National Claims Administration
P.O. Box 45023
Jacksonville, Florida 32232-5023

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

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- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



THE 220 EAST 9TH STREET CONDOMINIUM

PART II

DOCUMENT M

GEOGRAPHIC TARGET ORDER ISSUED BY

THE DIRECTOR OF THE FINANCIAL

CRIMES ENFORCEMENT NETWORK



Financial Crimes Enforcement Network
U.S. Department of the Treasury

Washington, D.C. 20220

GEOGRAPHIC TARGETING ORDER

The Director of the Financial Crimes Enforcement Network (FinCEN) hereby issues a Geographic Targeting Order (Order) requiring TITLE INSURANCE COMPANY to collect and report information about the persons involved in certain residential real estate transactions, as further described in this Order.

I. AUTHORITY

If the Director of FinCEN finds that reasonable grounds exist for concluding that additional recordkeeping and reporting requirements are necessary to carry out the purposes of the Bank Secrecy Act (BSA) or to prevent evasions thereof, the Director may issue an order that imposes such requirements on any domestic financial institution or nonfinancial trade or business or group of domestic financial institutions or nonfinancial trades or businesses in a geographic area. See 31 U.S.C. § 5326(a); 31 C.F.R. § 1010.370; Treasury Order 180-01. Pursuant to this authority, the Director of FinCEN hereby finds that reasonable grounds exist for concluding that the additional recordkeeping and reporting requirements described below are necessary to carry out the purposes of the BSA or prevent evasions thereof.¹

II. ADDITIONAL RECORDKEEPING AND REPORTING REQUIREMENTS

A. Business and Transactions Covered by This Order

1. For purposes of this Order, the “Covered Business” means TITLE INSURANCE COMPANY and any of its subsidiaries and agents.
2. For purposes of this Order, a “Covered Transaction” means a transaction in which:
 - i. Residential real property is purchased by a Legal Entity (as this term is defined in Section III.A of this Order);
 - ii. The purchase price of the residential real property is in the amount of \$50,000 or more in the City or County of Baltimore in Maryland, or in the amount of \$300,000 or more in any of the following areas:
 - (1) The California counties of Los Angeles, Santa Clara, San Diego, San Francisco, or San Mateo;

¹ The Bank Secrecy Act, as amended, is codified at 12 U.S.C. §§ 1829b, 1951-1960 and 31 U.S.C. §§ 5311-5314, 5316-5336. Regulations implementing the Bank Secrecy Act appear at 31 C.F.R. Chapter X.

Geographic Targeting Order Covering TITLE INSURANCE COMPANY
April 14, 2025

- (2) The Colorado counties of Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, or Summit;
 - (3) The Connecticut counties of Fairfield or Litchfield;
 - (4) The Florida counties of Broward, Charlotte, Collier, Hillsborough, Lee, Manatee, Miami-Dade, Palm Beach, Pasco, Pinellas, or Sarasota;
 - (5) The Hawaii counties of Hawaii, Kauai, Maui, or Honolulu, or the City of Honolulu;
 - (6) The Illinois county of Cook;
 - (7) The Maryland counties of Anne Arundel, Howard, Montgomery, or Prince George's;
 - (8) The Massachusetts counties of Bristol, Essex, Middlesex, Norfolk, Plymouth, or Suffolk;
 - (9) The Nevada county of Clark;
 - (10) The Boroughs of Bronx, Brooklyn, Manhattan, Queens, or Staten Island in New York City, New York;
 - (11) The Texas counties of Bexar, Dallas, Harris, Montgomery, Tarrant, Travis, or Webb;
 - (12) The Virginia counties of Arlington or Fairfax, or the cities of Alexandria, Falls Church, or Fairfax;
 - (13) The Washington county of King; or
 - (14) The District of Columbia.
- iii. Such purchase is made without a bank loan or other similar form of external financing by a financial institution that has both an obligation to maintain an anti-money laundering program and an obligation to report suspicious transactions under FinCEN regulations appearing in Chapter X of Title 31 of the Code of Federal Regulations.
 - iv. Such purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

B. Reports Required to be Filed by the Covered Business

1. If the Covered Business is involved in a Covered Transaction, then the Covered Business shall report the Covered Transaction to FinCEN by filing a FinCEN Currency

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Transaction Report within 30 days of the closing of the Covered Transaction. Each Currency Transaction Report filed pursuant to this Order must be: (i) completed in accordance with the terms of this Order and the Currency Transaction Report instructions (when such terms conflict, the terms of this Order apply), and (ii) e-filed through the BSA E-Filing system.²

2. A Currency Transaction Report filed pursuant to this Order shall contain the information specified in this section II.B about the Covered Transaction (when completing Part I, a Covered Business should select the + field as necessary to allow for the reporting of multiple parties).

Part I

3. A Covered Business must include in Part I information about the identity of the individual primarily responsible for representing the Legal Entity by selecting Field 2, box b (“Person conducting transaction for another”). The Covered Business also must obtain and record a copy of this individual’s driver’s license, passport, or other similar identifying documentation. A description of such documentation must be provided in Field 20.
4. A Covered Business also must include in Part I information about the identity of the Legal Entity by selecting Field 2, box c (“Person on whose behalf transaction was conducted”), and also selecting the “If entity” check box.
5. A Covered Business also must include in Part I information about the identity of the Beneficial Owner(s) (as defined in Section III.A of this Order) of the Legal Entity by selecting Field 2, box c. The Covered Business must obtain and record a copy of the Beneficial Owner’s driver’s license, passport, or other similar identifying documentation. A description of such documentation must be provided in Field 20 of the form.

Part II

6. Part II shall contain information about the Covered Transaction as follows:
 - i. Field 23: Date of closing of the Covered Transaction.
 - ii. Field 25.z: Total purchase price of the Covered Transaction and the method of payment (leave Fields 25 a – i blank).

Part III

² In order to electronically file a Currency Transaction Report, a Covered Business will need a BSA E-Filing User account. To create a BSA E-Filing User account, please visit https://bsaefiling.fincen.treas.gov/Enroll_Now.html. For more information on E-Filing, please visit <https://bsaefiling.fincen.treas.gov/> and review “About the BSA E-Filing System”.

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7. Part III shall contain information about the Covered Transaction as follows (when completing Part III, if the Covered Transaction involves the purchase of multiple properties, a Covered Business should select the + field as necessary to allow for the reporting of multiple property addresses):
 - i. Fields 33-37: Address of real property involved in the Covered Transaction.
 - ii. Field 41: Total purchase price of the real property listed in Fields 33-37. This should reflect the same purchase price as Field 25.z, except where multiple properties are purchased in the same Covered Transaction. When reporting a purchase of multiple properties in the same Covered Transaction, report total purchase price in Part II, Field 25.z, and price per property in Field 41 for each property.

Part IV

8. Part IV shall contain information about the Covered Business. The Covered Business shall ensure the term “REGTO0425” remains in Field 45 of Part IV.

III. GENERAL PROVISIONS

A. Additional Definitions

1. For purposes of this Order:
 - i. “Beneficial Owner” means each individual who, directly or indirectly, owns 25% or more of the equity interests of the Legal Entity purchasing real property in the Covered Transaction.
 - ii. “Legal Entity” means a corporation, limited liability company, partnership, or other similar business entity, whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Securities Exchange Commission (SEC) or a self-regulatory organization registered with the SEC, or an entity solely owned by such a business.
2. All terms used but not otherwise defined herein have the meaning set forth in 31 C.F.R. Chapter X.

B. Order Period

The terms of this Order for purchases in all counties covered by this Order are effective beginning April 15, 2025 and ending on October 9, 2025.

C. Retention of Records

The Covered Business must: (1) retain all records relating to compliance with this Order for a period of five years from the last day that this Order is effective (including any renewals of this

Order); (2) store such records in a manner accessible within a reasonable period of time; and (3) make such records available to FinCEN, or any other appropriate law enforcement or regulatory agency, upon request.

D. No Effect on Other Provisions of the Bank Secrecy Act

Nothing in this Order otherwise modifies or affects any provision of the regulations implementing the BSA to the extent not expressly stated herein.

E. Confidentiality

This Order and its terms are not confidential.

F. Compliance

The Covered Business must supervise, and is responsible for, compliance by each of its officers, directors, employees, and agents with the terms of this Order. The Covered Business must transmit this Order to each of its agents. The Covered Business must also transmit this Order to its Chief Executive Officer or other similarly acting manager.

G. Penalties for Noncompliance

The Covered Business, and any of its officers, directors, employees, and agents, may be liable, without limitation, for civil or criminal penalties for violating any of the terms of this Order.

H. Validity of Order

Any judicial determination that any provision of this Order is invalid shall not affect the validity of any other provision of this Order, and each other provision shall thereafter remain in full force and effect. A copy of this Order carries the full force and effect of an original signed Order.

I. Paperwork Reduction Act

The collection of information subject to the Paperwork Reduction Act contained in this Order has been approved by the Office of Management and Budget (OMB) and assigned OMB Control Number 1506-0056. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number.

Geographic Targeting Order Covering TITLE INSURANCE COMPANY
April 14, 2025

J. Questions

All questions about the Order should be directed to www.fincen.gov/contact.

Dated: April 14, 2025

Andrea M. Gacki
Director
Financial Crimes Enforcement Network

THE 220 EAST 9th STREET CONDOMINIUM

PART II

DOCUMENT N

FORM OF INTERIM LEASE

INTERIM LEASE AGREEMENT

AGREEMENT OF INTERIM LEASE, dated as of the ____ day of _____ 20____, by and between Astor Nine LLC, a New York limited liability company, having an office at 134 Spring Street, Suite 305, New York, New York 10012 (“Sponsor” or “Lessor”) and _____, with an address at _____ (the “Purchaser” or “Lessee”).

W I T N E S S E T H:

WHEREAS, Sponsor and Lessee have entered into a Purchase Agreement, dated _____ (the “Contract”) pursuant to which Sponsor agrees to sell and Purchaser agrees to purchase the Condominium Unit No. ____ (the “Unit”) located at 220 East 9th Street, New York, New York (the “Building”); and

WHEREAS, Lessee is desirous of leasing the Unit from Sponsor on an interim basis until such time as the closing of title to the Unit occurs (“Closing”) pursuant to the Contract;

NOW, THEREFORE, for and in consideration of the agreements herein set forth, the parties covenant and agree as follows:

1. Term: The term of this Agreement shall commence as of _____ (the “Commencement Date”) and shall terminate on the earliest of: (a) the date of the Closing; or (b) _____.

2. Unit Rent: The Lessee hereby covenants and agrees to pay to Sponsor during the term hereof, the monthly rent of _____ (\$_____) dollars payable in advance in equal monthly installments, on the first (1st) day of each and every calendar month during the term, or in the event of a partial month, a pro rata share. If Lessee closes in accordance with the Contract and is not otherwise in default of the Contract or this Interim Lease, then Lessee shall receive a credit against the purchase price at closing equal to the Unit’s per diem rate of common charges and real estate tax for the amount of days Lessee occupied the Unit under the terms of this Interim Lease.

3. Use of the Unit: Lessee may use the Unit only as for its designated use as stated in the Offering Plan and Condominium Declaration, and for no other purposes. The Lessee shall use and occupy the Unit in a manner not inconsistent with the terms of the Condominium Documents (defined hereafter).

4. Utilities: Upon taking possession of the Unit, Lessee shall be responsible for all utilities and shall open accounts in Lessee’s name.

5. Declaration and By-Laws: This Agreement is in all respects subject to the terms and conditions of the Declaration and By-Laws of The 220 East 9th Street Condominium (the “Condominium Documents”), Lessee assumes and hereby agrees that Lessee shall duly and promptly keep, observe and perform each and every term, condition, covenant and provision of the Condominium Documents required of the unit owners thereunder other than payment of common charges, from and after the date for the commencement of the term of this Agreement. Except insofar as the same are specifically modified by this Agreement, all of the terms, covenants,

conditions and provisions of the Condominium Documents are incorporated herein and made a part hereof and such rights and obligations as are contained in the Condominium Documents are imposed upon and hereby assumed by the respective parties hereto. Lessee covenants and agrees that they will indemnify, defend and hold harmless Sponsor and its successors and assigns, from and against any and all loss, damage, claim or expense arising from a breach, default or failure to perform on the part of the Lessee with respect to any of the covenants, agreements, obligations, terms or conditions of this Agreement and/or of said Condominium Documents.

6. Furnishings and Fixtures: Lessee agrees that they will take good care of the fixtures and appliances contained in the Unit and will, at their own cost and expense, maintain and repair the fixtures and appliances that may become damaged or defective during the term of this Agreement, in the event said maintenance and repairs are not the responsibility of the Condominium pursuant to the Condominium Documents

7. No Assignment or Sublease: Lessee covenants and agrees not to assign any right pursuant hereto, including without limitation any sublease or partial sublease, without first obtaining the written consent of Sponsor which may be withheld for any or no reason. Lessee expressly acknowledges that the provisions of Section 226(b) of the Real Property Law are not applicable to this Agreement.

8. Default: Lessee covenants and agrees that in the event they shall default in the performance of any of the terms, covenant and conditions of this Agreement or of the Condominium Documents (including, without limitation, the Rules promulgated thereunder), Sponsor shall be entitled to exercise any and all of the rights and remedies to which they are entitled by law and also any and all of the rights and remedies specifically provided for in this Agreement, including, without limitation, the immediate termination of this Agreement.

9. Cross Default: The parties hereto acknowledge that Sponsor was induced to enter into this Agreement because of Lessee's execution of the Contract. It is understood and agreed that in the event that Lessee fails to close due to Lessee's default under the Contract and this Agreement, then this Agreement shall terminate immediately and Sponsor shall be entitled to retain the initial Down Payment as liquidated damages pursuant to the terms of the Contract and this Agreement. Any default by Lessee under the Contract shall constitute a default under this Agreement.

10. Condition of Unit: If this Agreement is terminated either as a result of a default by Lessee or the termination of Contract by Sponsor or Lessee, then Lessee shall immediately vacate the Unit and deliver possession of the Unit to Sponsor, vacant, free of leases and tenancies and in broom clean condition with all appliances in working order and all Lessee's furniture and fixtures removed.

11. Notices: Any notice under the provisions of this Agreement shall be deemed properly given if sent in writing by hand or overnight delivery (such as Federal Express or Express Mail) addressed to the Lessee at the Unit. Any notice to Sponsor hereunder shall be deemed properly given if sent in writing by hand or overnight delivery addressed to Sponsor with a copy sent in like manner to Ganfer Shore Leeds & Zauderer, LLP, 360 Lexington Avenue, 13th Floor New York, New York 10017, Attn: Matthew J. Leeds, Esq.

12. Successors & Assigns: The terms, covenants and provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. No Rent Stabilization: The Lessee recognizes and agrees that this Agreement is not subject to rent stabilization, rent control or the benefit of any other rent law.

14. Insurance: During the term of this Agreement, Lessee, at its sole cost and expense, shall provide and maintain liability insurance and property damage insurance with minimum coverage for each in the amount of \$_____.00, and shall cause Sponsor to be included as an additional insured in said policies. Lessee shall furnish to Sponsor a certificate of insurance confirming that all such insurance is in effect.

15. Unit Delivered "As Is": For the purposes of this Agreement and the Contract, Lessee shall take the Unit in "as is" condition as of the date this Agreement.

16. Change in Terms and Conditions: This Agreement can only be changed by an agreement in writing signed by the parties hereto.

17. Damages & Use and Occupancy: Lessee recognizes and agrees that in the event Lessee holds over in the Unit, such holdover will cause Sponsor to be unable to sell or rent the Unit. Accordingly, in addition to all of Sponsor's other rights and remedies hereunder, Sponsor shall be entitled to collect as use and occupancy for the Unit during the term of any holdover, a sum equal to \$_____ **per month** thereafter provided however that nothing contained herein is intended to permit Lessee to remain in possession after the termination of this Agreement.

18. The Condominium's Smoking Policy: The following smoking policy is in effect at the Condominium:

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, e-cigarette, tobacco, non-tobacco or any other lighted smoking apparatus, device, equipment or product (collectively, "Smoking Implements") in any area of the Condominium, whether indoor or outdoor, at any time. For the avoidance of doubt, smoking and the use of Smoking Implements shall be prohibited in all common areas of the Condominium, including, without limitation, in any Unit, Common Element or Limited Common Element appurtenant to any Unit. In addition, no person may use any Smoking Implement within twenty-five (25) feet of any outside entrance to the Building or within twenty-five feet of any of the Building's outdoor air intakes or operable windows.

IN WITNESS WHEREOF, Sponsor and Lessee herein have duly executed this instrument the day and year first above written.

Sponsor:

Lessee:

Astor Nine LLC

By: _____
