CONDOMINIUM OFFERING PLAN
200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET
NEW YORK, NEW YORK 10024

Nine (9) Residential Units	$67,645,000.00
Thirteen (13) Parking Units	$7,150,000.00
Thirty-Six (36) Storage Space Licenses*	$1,377,423.00
Twenty-Five (25) Bicycles Space Licenses*	$25,000.00
Total Amount of Offering	$76,197,423.00

The Condominium will include three (3) Commercial Units that are not offered for sale pursuant to this Plan. One (1) Residential Unit will be sold to the Condominium Board for use as a residence for the Resident Manager. At this time, 28 Residential Units are not being offered for sale.

SPONSOR:

Amsterdam 88 LLC
1239 Broadway, Suite 1100B
New York, New York 10001

SELLING AGENT:

Brown Harris Stevens
Development Marketing LLC
445 Park Avenue, 10th Floor
New York, New York, 10022

Date of first offering under this Plan is _____, 2026.
This Plan may not be used after _____, 2027 unless extended by an amendment hereto.

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

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

BECAUSE SPONSOR IS WITHHOLDING UNITS FROM THE INITIAL OFFER, 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 RELATED TO THE SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN).

Ancillary Amenities are being offered for sale pursuant to License Agreements. See the Section of the Plan entitled "Introduction" for details.

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

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TABLE OF CONTENTS

PART I

SECTION **PAGE NO.**

TABLE OF CONTENTS i
SPECIAL RISKS 1
1. Residential Units, Storage Spaces, Parking Units and Bicycle Spaces Use Provisions 1
Residential Units. 1
Storage Spaces and Bicycle Spaces. 2
Parking Units. 2
2. Purchaser Contract Deposits 3
3. Contract Deposit Held in Escrow. 4
4. Custom Work. 5
5. Time is of the Essence. 6
6. Liquidated Damages. 6
7. First Unit Closing; No Outside Closing Date 7
8. Minimum Sales Required; Effective Date 8
9. No Financing Contingency 9
10. Availability of Mortgages 9
11. Transfer Taxes; Mansion Taxes; Closing Costs. 10
12. Purchase of Multiple Residential Units. 11
13. Purchasers Responsible for Fees Due to Sponsor's attorneys. 12
14. Resident Manager's Unit; RMU Payment. 13
15. Mortgage Recording Tax Credit. 15
16. Working Capital Fund; Adjustments at Closing. 16
17. Waiver of Diplomatic or Sovereign Immunity. 16
18. Title. 17
19. Enforcement Costs. 17
20. Certificate of Occupancy. 17
21. Delivery of Closing Documents. 18
22. Confidentiality. 19
23. Parking Units. 19
24. Storage Spaces and Bicycle Spaces. 23
25. Method for Measuring Units, Terraces, Balconies, Loggias, Storage Spaces and Parking Units. 26
26. Floor Designations. 27
27. Lot Line Windows. 27
28. Security Systems. 28
29. Sprinklers and Safety Devices. 28
30. Changes in Configuration of Units and Common Elements. 28
31. Views. 30
32. Sponsor's Obligation to Sell Units. 30

SECTION **PAGE NO.**

33. Interim Service Period....31
34. Deferral in the Collection of Common Charges. 32
35. Contingency. 32
36. Real Estate Taxes. 32
37. Insurance. 33
38. Residential Board and the Condominium Board 34
39. No Limit on Number of Purchasers who Purchase for Investment Rather than for Occupancy. 35
40. Sponsor's Veto Powers. 36
41. Board's Right of First Refusal. 36
42. Alterations by Purchasers....36
43. No Invasive Testing. 37
44. Limited Warranty. 37
45. No Assurance, Bond or Other Security of Performance of Sponsor Obligations....38
46. Additional Building Work. 38
47. Tenant Protection Plan. 40
48. Mechanical Equipment. 40
49. Commercial Units. 41
50. Special Allocations of Common Charges. 44
51. Window Guard Requirements. 45
52. Certification of Sponsor's Principals Executed Solely for Martin Act Purposes 45
53. Sponsor's Reservation of Right to Rent Units. 45
54. Special Rights of Sponsor 46
55. Marketing Materials 47
56. Certificate of Occupancy....48
57. Natural Finishes: Wood and Stone....49
58. Stone Surfaces....49
59. Financial Crimes Enforcement Network Disclosure....50
60. Pets 51
61. Income Tax Treatment of the Condominium; One Big Beautiful Bill of 2025. 51
62. Smoking Policy. 52
63. Windows. 52
64. Restriction on Hanging Electronic Equipment. 53
65. Mold. 53
66. Building Settling. 54
67. Local Law 11. 54
68. Construction Disputes. 56
69. Reservation of Excess Development Rights. 57
70. Statute of Limitations....57
71. Fire Door System; Private Elevator Lobbies. 57

SECTION **PAGE NO.**

INTRODUCTION 60
DEFINITIONS 73
DESCRIPTION OF PROPERTY AND IMPROVEMENTS 82
LOCATION AND AREA INFORMATION 104
SCHEDULE A 108
SCHEDULE A-1 109
SCHEDULE A-2 110
NOTES TO SCHEDULE A 111
SCHEDULE B 115
NOTES TO SCHEDULE B 127
SCHEDULE B-1 128
SECTION 339-i OPINIONS 136
COMMERCIAL UNITS 138
CHANGES IN PRICES AND UNITS 142
PROCEDURE TO PURCHASE 144
ESCROW AND TRUST FUND REQUIREMENTS 155
INTERIM OCCUPANCY AGREEMENTS 159
ASSIGNMENT OF PURCHASE AGREEMENTS 160
EFFECTIVE DATE 161
TERMS OF SALE 163
UNIT CLOSING COSTS AND ADJUSTMENTS 169
RIGHTS AND OBLIGATIONS OF SPONSOR 178
CONTROL BY SPONSOR 190
BOARD OF MANAGERS 193
RIGHTS AND OBLIGATIONS OF UNIT OWNERS 196
SUMMARY OF BY-LAWS 207
INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM 214
INCOME TAX OPINION LETTER 218
REAL ESTATE TAXES 225
REAL ESTATE TAX OPINION LETTER 228
WORKING CAPITAL FUND 234
MANAGEMENT AGREEMENT AND CONTRACTS 236
IDENTITY OF PARTIES 239
REPORTS TO UNIT OWNERS 243
DOCUMENTS ON FILE 244
SPONSOR'S STATEMENT OF BUILDING CONDITION 245
GENERAL 246

PART II

EXHIBITS **PAGE NO.**

A. DESCRIPTION OF PROPERTY AND SPECIFICATIONS....250
B. FLOOR PLANS....310
C. PURCHASE AGREEMENT....384
D. RIDERS TO PURCHASE AGREEMENT....428
D-1. RIDER FOR PURCHASE AGREEMENT OF PARKING UNIT....430
D-2. RIDER FOR PURCHASE AGREEMENT OF STORAGE – SPACE LICENSE AND BICYCLE SPACE LICENSE....436
E. UNIT POWER OF ATTORNEY....440
F. FORM OF DEEDS....448
F-1. FORM OF RESIDENTIAL UNIT DEED....450
F-2. FORM OF PARKING UNIT DEED....462
F-3. FORM OF PARKING UNIT DEED – DISABLED PARKING UNIT....476
G. FORM OF STORAGE SPACE LICENSE....490
H. FORM OF BICYCLE SPACE LICENSE....496
I. FORM OF ASSIGNMENT OF AMENITY LICENSE....502
J. DECLARATION OF CONDOMINI UM....506
K. CONDOMINIUM BY-LAWS....566
L. FORM W-9....644
M. FORM W-8....648
N. USE AND OCCUPANCY AGREEMENT....652
O. SPECIMEN TITLE INSURANCE POLICY....668
P. CERTIFICATIONS....680
1. SPONSOR....682
2. SPONSOR'S ARCHITECT....686
3. SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET....690
4. SPONSOR'S EXPERT CONCERNING NON-RESIDENTIAL COMMON CHARGES....694

SPECIAL RISKS

1. Residential Units, Storage Spaces, Parking Units and Bicycle Spaces Use Provisions

200 West 88th Street Condominium will initially consist of 37 Residential Units, 13 Parking Units and three (3) Commercial Units and the Common Elements. One of the Residential Units, anticipated to be Unit 2A, to be used as a residence by the resident manager for the Condominium (the "Resident Manager"), which apartment is hereinafter referred to as the "Resident Manager's Unit" or, sometimes abbreviated herein as the "RMU"). Sponsor reserves the right to designate a different Residential Unit for use as the Resident Manager's Unit, and if such change is made, shall amend the Plan accordingly. On the date of this Plan, 28 Residential Units are not being offered for sale.

In addition, there will be 36 Storage Spaces and 25 Bicycle Spaces available to be licensed by persons who purchase Residential Units. The portion of the Building that contains the Residential Units, the Residential Common Elements, and the Residential Limited Common Elements and the Parking Units and the Parking Common Elements Units and a "Commercial Section," which shall be that portion of the Building that contains the Commercial Units and the Commercial Common Elements.

Only the Residential Units and the Parking Units, together with the appurtenant interest thereto in the Common Elements, and licenses for the Storage Spaces and the Bicycle Spaces are offered for sale pursuant to this offering plan (the "Offering Plan" or the "Plan"). As of the date of this Plan, 28 of the Residential Units are not being offered for sale. There will be three (3) Commercial Units that will be located on a portion of the ground floor (a/k/a Floor 1) facing Amsterdam Avenue. It is anticipated that the Commercial Units will initially be used for retail purposes (and ancillary uses). The Commercial Units are not currently offered for sale pursuant to this Plan. If Sponsor later elects to offer one or more of the Commercial Units for sale, Sponsor will amend the Plan or obtain a "no action letter" as to such sale.

Residential Units.

A Residential Unit may be used only as a residence and, subject to compliance with the By-Laws, for a lawful home occupation, as defined in the Zoning Resolution; provided, however, Unsold Residential Units may be used for any legally permitted purpose, subject to the Declaration, and the certificate of occupancy. Except with respect to Unsold Residential Units, the Residential Units may be leased by the Unit Owners thereof to tenants only for periods of one year or longer, as provided in the By-Laws and such leases are subject to the right of first refusal held by the Condominium Board. After the First Unit Closing has occurred, Sponsor or by a successor owner of Unsold Residential Units may lease the Unsold Residential Units for any period, for any use and on any terms that comply with Applicable Law and the then-existing certificate of occupancy for the Building.

Any Residential Unit Owner who owns a Residential Unit that is the sole Residential Unit on any floor of the Building shall have the exclusive right to use the elevator vestibule on such floor, as if such Common Element was a part of such Unit; provided however, that (i) such

Unit Owner, at its sole cost and expense, shall be responsible for the operation, maintenance and repair of that portion of the Common Elements, (ii) such use shall be in compliance with Applicable Law, and (iii) in no event may such Unit Owner be permitted to block emergency exits or fire doors, or make any permanent installations or alterations that would impede emergency egress to or through such floor or interfere with the Board's exercise of its easements through, over and to the Common Elements, including with respect to the ability to access such floor as may be required from time to time for maintenance, repair, or replacement of any Unit or Common Element.

Storage Spaces and Bicycle Spaces.

Each Purchaser of a Residential Unit may also purchase the use of a Storage Space and/or a Bicycle Space pursuant to a license agreement. Licenses for Storage Spaces and Bicycle Spaces will be offered only to purchasers of Residential Unit Owners and to Residential Unit Owners. Subject to the certificate of occupancy for the Building, Applicable Law, and the By-Laws, Storage Spaces and Bicycle Spaces may be used for accessory residential storage and bicycle storage, respectively, by a Residential Unit Owner or a tenant of a Residential Unit.

As provided in Section 8.6 of the Declaration, Sponsor shall have the exclusive right to issue the initial Storage License and the Bicycle Space for each of the Storage Spaces and the Bicycle Spaces. Any proceeds received for the initial issuance of the Storage Spaces and the Bicycle Spaces shall be the sole property of Sponsor. Following the issuance of the initial license for each Storage Space and Bicycle Space, the same may be assigned by the licensee thereof to either another Residential Unit Owner or Purchaser of a Residential Unit, including the Residential Unit being sold by the licensee thereof.

To protect the security of the Building, any Licensee of a Storage Space of a Bicycle Space must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restrictions shall not apply: (i) to Sponsor or its successor (and Sponsor may permit the use of any unlicensed Storage Space or Bicycle Space by any party); or (ii) to the Board, as licensee, or its successors. Notwithstanding the foregoing, Sponsor or its successor shall have the right to use any unlicensed Storage Space or Bicycle Space for any lawful purpose, to change the permitted use of any unlicensed Storage Space or Bicycle Space or to license any unlicensed Storage Space or Bicycle Space to any individual or entity, provided however, other than Sponsor any such licensing of such Storage Spaces or Bicycle Spaces is limited to persons who either own or lease a Residential Unit. ***For additional information regarding the Storage Spaces and Bicycle Spaces, please refer to Special Risk No.23 below and to the Section of the Plan entitled Description of Property and Building Information.***

Parking Units.

Sponsor is also offering thirteen (13) Parking Units for Sale pursuant to this Plan, which may be purchased only by a Purchaser of a Residential Unit or a Residential Unit Owner. The Parking Units will be offered for sale in such order as may be determined by Sponsor in its sole discretion. Persons who purchase a Parking Unit, will execute a rider to their Agreement, in the form included in Part II of this Plan. Parking Units may be used solely for accessory parking only by a Residential Unit Owner or a tenant of a Residential Unit. In no event may any Parking

Unit be used as a dwelling space or for storing property other than a motor vehicle intended for private use or for any property, including property stored in an automobile parked in the Parking Unit that: (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. No materials that pose a health or safety threat or which otherwise create a nuisance may be stored in any Parking Unit or in any vehicle parked in a Parking Unit. Doing so may result in a violation placed against the Building by the Department of Buildings that will be the obligation of the Parking Unit Owner to remove. A Parking Unit may be used only for accessory parking, as defined in the Zoning Resolution; provided, however, Unsold Parking Units may be used for any legally permitted purpose, subject to Article 10 of the Declaration and the certificate of occupancy.

During the First Year of Operation or within the twelve (12) months thereafter, it is anticipated that the Parking Units, the Storage Spaces, and the Bicycle Spaces may not be complete or available for use by Purchaser following the closing of title to any specific Residential Unit. However, a Purchaser who has executed a rider to his or her Agreement to purchase a Parking Unit, a Storage Space, and/or a Bicycle Space will be required to complete the purchase of its Residential Unit, inclusive of the purchase of any Parking Unit, Storage Space or Bicycle Space which such Purchaser has contracted to purchase, without credit or offset, notwithstanding that the subject Parking Unit, Storage Space and/or Bicycle Space is not complete, not yet covered by a temporary certificate of occupancy or not available for Purchaser's use at the time of the closing of such Purchaser's Residential Unit. Notwithstanding the fact that the applicable Parking Unit, Storage Space and/or Bicycle Space is not available for use by Purchaser, at Closing, Purchaser shall deposit into escrow, with Sponsor's attorneys, the balance of the purchase price for the Parking Unit, the Storage Space and/or the Bicycle Space, as appliable, and such amount, together with the Contract Deposit for the relevant Parking Unit, Storage Space and/or Bicycle Space, as applicable. The amounts due with respect to the purchase of any Parking Unit, Storage Space, and/or Bicycle Space, as the case may be, that is not available for use by Purchaser shall be held in escrow by Escrow Agent and shall not be released to Sponsor until the subject Parking Unit, Storage Space, and/or Bicycle Space, as the case may be, is covered by a temporary certificate of occupancy and the same is made available to Purchaser. Furthermore, until the use of a Parking Unit, Storage Space or Bicycle Space, as may be applicable, is made available to its Purchaser, Sponsor shall remain responsible for the Common Charges and real estate taxes as to any Parking Unit, and the applicable monthly license fees for the subject Storage Space and or Bicycle Space. ***See Special Risk No.23 below for additional information regarding the Parking Units. See the Section of the Plan entitled Description of Property for additional information regarding the Residential Units, the Parking Units, and the Storage Spaces.***

2. Purchaser Contract Deposits

At the time, an agreement for the option to purchase a Residential Unit and, if appliable, a Parking Unit, Storage Space License and a Bicycle Space License (an "Agreement") is executed, Purchaser shall be required to make a payment in an amount equal to 15% of the purchase price set forth therein (the "Initial Deposit"). An additional payment equal to 10% of such purchase price (the "Additional Deposit") shall be due and payable no later than: (x) six

(6) months after the date of the Agreement; or (y) 30 days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the Plan effective, whichever is first to occur, but in no event later than the closing of title to the subject Residential Unit. The term "Contract Deposit" as used herein refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit, as well, and the term "Deposit" is sometimes used herein to refer to any of the Initial Deposit, the Additional Deposit, and or the Contract Deposit, as the context may require. Notwithstanding the foregoing, with respect to Agreements executed after the Offering Plan has been declared effective, Sponsor reserves the right to require that both the Initial Deposit and the Additional Deposit be due and payable upon execution of the Agreement. Separately, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (*i.e.*, diplomatic or sovereign immunity), such Purchaser will be required to make a Contract Deposit equal to 50% of the purchase price at the time when Purchase Agreement is executed. Any such Purchaser who deposits 50% of the Purchase Price of the Unit upon the execution of the Purchase Agreement will not be required to make any additional deposit. ***See the Section entitled "Procedure to Purchase" in Part I of the Plan and the form of Purchase Agreement, which is Exhibit C in Part II of the Plan.***

3. Contract Deposit Held in Escrow.

All Deposits made by Purchasers prior to closing of each individual transaction will be placed, within five (5) business days after an Agreement is signed by all necessary parties, or within five (5) business days after receipt, in the case of Deposits made subsequent to the execution of an Agreement, in a segregated special escrow account (the "Escrow Account") of Greenspoon Marder LLP, having an office at 1345 Avenue of the Americas, New York, New York 10105. All Deposits will be held in escrow pursuant to the escrow provisions contained in the Purchase Agreement set forth as Exhibit C in Part II of the Plan. Each Deposit shall be maintained in a separate interest-bearing account at Bank Hapoalim B.M. ("BHI"), 1120 Avenue of the Americas, New York, New York 10036, Contract Deposits that are in excess of $250,000 are not insured by the Federal Deposit Insurance Corporation ("FDIC"). Deposits will not earn interest while the same are being held in the non-interest-bearing IOLA account prior to being moved to an individual subaccount in the name of such Purchaser. Deposit will not be moved to an individual interest-bearing subaccount until Purchaser delivers an executed IRS Form W9 or IRS Form W-8, as applicable and provides a copy of government issued identification as required by BHI.

While any Deposit is in the non-interest-bearing checking account it may not be federally insured even if the Deposit does not exceed $250,000 because of the fact that the aggregate funds on deposit in the IOLA Account exceed $250,000. Under present law, notwithstanding the aggregate balance of an IOLA account, the FDIC insurance coverage for IOLA accounts is $250,000 per depositor. Purchasers should note that FDIC insurance is limited to $250,000 per depositor per institution, meaning that if a Purchaser has other funds on deposit at BHI, the aggregate FDIC insurance proceeds payable to such Purchaser will be $250,000 on all accounts maintained at BHI. The foregoing limitation will apply whether a Deposit is in the non-interest-bearing IOLA account or an interest-bearing sub-account. Accordingly, to the extent that any Deposit exceeds $250,000, the portion of any Deposit that

is in excess of $250,000 will not be insured and to the extent that any Purchaser has other funds on deposit at Bank Hapoalim, the portion of such Purchaser's deposits, including any Deposit, that are in excess of $250,000, in the aggregate, will not be insured. Neither Sponsor nor the Escrow Agent shall be liable for the loss of any Deposit if BHI becomes insolvent. ***See the Section of the Plan entitled Escrow and Trust Fund Requirements in Part I of the Plan and the Escrow Provisions contained in the Purchase Agreement in Exhibit C of Part II of the Plan***

4. Custom Work.

Although Sponsor does not intend to undertake performing custom work or so-called "extras," Sponsor may agree, in its sole discretion, to perform custom work to a Residential Unit, including without limitation, combining or subdividing any individual Residential Units, any such work being referred to herein as "Custom Work". Unless otherwise agreed to by Sponsor, a Purchaser shall bear the costs of the costs of such Custom Work (the "Custom Work Costs"). The Custom Work Costs shall be due and payable by Purchaser upon the execution of the Agreement for the Unit, which amounts shall be deposited in an escrow account with Escrow Agent in accordance with the Plan. In addition, Sponsor may require that Purchaser deposit an additional amount, such amount being the projected cost of restoring the Unit if Purchaser does not close title as provided in the Agreement (any such amount, a "Restoration Deposit"). In the event that a Purchaser who has contracted for the performance of Custom Work fails to close title to the subject Unit following notice and the expiration of any applicable cure periods, in addition to the Deposit, Sponsor shall be entitled to retain the Restoration Deposit, it being agreed that such amount represents the damages incurred by Sponsor after a Purchaser who has contracted for Custom Work fails to close as required in the Agreement. If Sponsor has required a Purchaser to make a Restoration Deposit, at such time when such Purchaser closes on their Unit, Sponsor will give Purchaser a credit in the amount of the Restoration Deposit.

The Custom Work Costs may be released from the Escrow Agent's escrow account upon the Escrow Agent's receipt of written notification from Sponsor's Architect to the Escrow Agent that all or any portion of the Custom Work has been commenced in the Unit. In the event a Purchaser becomes entitled to rescission after the release to Sponsor of the Custom Work Costs or any portion thereof, Purchaser shall not receive a refund of any Custom Work Costs, if any, used to perform Custom Work or advanced for the cost of materials. Within ten (10) days after the return of the Contract Deposit and any advances for "extras," that were not spent by Sponsor, Sponsor shall provide documentation for all amounts for "extras" that were expended In the event that Sponsor abandons the Plan, a Purchaser who has advanced funds for "extras" will be entitled, in addition to the return of such Purchaser's Contract Deposit, to a refund of all monies advanced by Purchaser for "extras." ***See Sections entitled "Procedure to Purchase" and "Escrow and Trust Fund Requirements" for further details. in Part I of the Plan.***

5. Time is of the Essence.

The form of Agreement requires Purchasers to timely remit the Additional Deposits required to be paid in accordance with the Agreement when required or and to close in accordance with the written notice given by Sponsor to close pursuant to the Agreement, which notice shall be delivered to Purchaser no less than 30 days prior to the date that Sponsor has scheduled for Closing ("Sponsor's Closing Notice"). In the event that a Purchaser defaults under his or her Purchase Agreement by failing to tender the Additional Deposit, as required pursuant to the Agreement, and/or by failing to close on or before the date stated in Sponsor's Closing Notice, Sponsor may send Purchaser a written notice requiring Purchaser to cure such Purchaser's default which notice shall require Purchaser to tender the Additional Deposit or require Purchaser to close, as applicable, declaring "*time of the essence*" with regard to the obligations of Purchaser, no less than 30 days following Purchaser's receipt of such notice delivered in accordance with the Purchase Agreement (any such notice a "Sponsor's Default Notice"). "***Time of the Essence***" means that Purchaser shall be required to perform its obligations pursuant to the Purchase Agreement on or before the date set forth in Sponsor's Default Notice. If Purchaser does not tender the Additional Deposit, as required, or close on or before the "time of the essence" date set forth in Sponsor's Default Notice, Sponsor may terminate such Purchase Agreement and retain, as liquidated damages, either the Initial Deposit, if such notice was sent by reason of Purchaser's failure to remit the Additional Deposit, or the Contract Deposit, together with interest earned thereon, if such notice was sent by reason of Purchaser's failure to close as required pursuant to the Agreement. Notwithstanding the foregoing, in the event of a failure of Purchaser to tender the Additional Deposit, Sponsor may not retain the Initial Deposit until such time when the Plan is declared effective. ***See the form of Purchase Agreement in Part II hereof and the Section entitled "Procedure to Purchase" for further discussion.***

In addition, if a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date set forth in Sponsor's Closing Notice and Sponsor elects not to cancel a Purchase Agreement by reason of such Purchaser's failure to close on or before the date set forth in Sponsor's Closing Notice:(a) the apportionments 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 0.04 percent of the entire Purchase Price of his or her Unit for each day that the Closing is adjourned. ***See Section entitled "Procedure to Purchase" for further discussion.***

6. Liquidated Damages.

The Purchase Agreement between Sponsor and a Purchaser, the form of which appears as Exhibit C in Part II of the Plan, in respect of the purchase of a Unit requires any such Purchaser to tender an Initial Deposit as described herein upon the execution of such Purchase Agreement and subsequently an Additional Deposit. Deposits and all other amounts paid by Purchaser to Sponsor pursuant to the Purchase Agreement and/or the Plan in connection with the purchase of a Unit, shall be from Purchaser's own funds (and not those of a third party). In the event a Purchaser defaults in the performance of such Purchaser's obligations pursuant to the Purchase Agreement by failing to tender the Additional Deposit or by failing closing title in accordance with the terms of the Plan and the Purchase Agreement after payment of the

Contract Deposit, the Contract Deposit paid or such portion thereof as may have been tendered by Purchaser (together with any interest accrued thereon, if any) may be retained by Sponsor (subject to the terms of the Plan), as liquidated damages, as Sponsor's sole and exclusive remedy. Purchase Agreements provide for the express acknowledgement by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damages sustained by Sponsor by reason of such a default by a purchaser and agreement that the Contract Deposit (including interest earned thereon) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages payable to Sponsor with respect to its loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Residential Unit, the Parking Unit and/or the Storage Space and/or Bicycle Space, as may be applicable. and other expenses that may be incurred, including, without limitation, attorneys' fees. In such case, Purchaser shall have no further liability to Sponsor in respect of the Purchase Agreement (except for those matters expressly specified therein or herein to survive the termination thereof) and such Purchaser shall not have any right whatsoever to the return of all or any portion of its Contract Deposit (or any interest thereon). The retention of the Contract Deposit (including all interest accrued thereon) as liquidated damages is not intended to be a forfeiture or penalty but is intended to constitute liquidated damages to Sponsor. Purchasers are advised that notwithstanding the foregoing, including, without limitation, Sponsor not having the right of specific performance, nothing herein shall be deemed to grant Purchaser any right of rescission and/or any right to the return of all or any portion of a Contract Deposit, except as expressly set forth in the Plan. Notwithstanding anything to the contrary herein, if Purchasers are granted the right to rescind their Purchase Agreements pursuant to Applicable Law, Purchasers shall, in such instance, be entitled to the return of their Deposit(s) provided they that validly and timely exercise any such right of recission. If Escrow Agent does not return a Purchaser's Deposit following Purchaser's valid and timely exercise of a right of recission, Purchaser may commence an action in a court of competent jurisdiction to obtain a determination in a dispute regarding a Deposit. ***See Sections entitled "Procedure to Purchase", "Terms of Sale" and "Escrow Trust Fund Requirements" in Part I of the Plan for further discussion.***

7. First Unit Closing; No Outside Closing Date.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, including without limitation, restrictions by reason of COVID-19 or other public health situation or pandemic, acts of god or other events beyond its reasonable control, the construction of the Building will be sufficiently completed and Sponsor anticipates that the First Unit Closing will occur by July 1, 2027.

Purchasers will be offered a right of rescission if (i) the actual date of the First Unit Closing occurs later than June 30, 2028, which is twelve (12) months later than the projected date of the First Unit Closing set forth herein or, (ii) if the Plan is amended to provide that the projected date of the First Unit Closing is to occur later than June 30, 2028, which is twelve months after the projected date of the First Unit Closing. Purchasers will be entitled to an offer of rescission. If the Plan is amended to provide for a later projected date for the first closing, those Purchasers who execute Purchase Agreements subsequent to the Filing Date of

any such amendment will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond such later date disclosed in such amendment.

However, if the First Unit Closing occurs on or before June 30, 2028 or a date that is twelve (12) months after such later projected closing date that is disclosed in an amendment to the Plan, that was filed on the date that a Purchase Agreement was executed, Sponsor may schedule the closings of title to other units significantly later than the date of such First Unit Closing. Unless a Purchase Agreement contains an "outside closing date", which is a date that is the last day for Sponsor to close title to a Unit, Sponsor is not obligated to schedule a closing for any particular unit within any specified time frame or to ensure that closing of title to a Unit that is the subject of a Purchase Agreement will occur by any date certain. Sponsor may delay closings beyond the projected date for a First Unit Closing if a TCO has not been issued for such Unit or for the floor on which such Units are located. In such cases, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses because of such delays and will not be excused from paying the full purchase price for the Unit. Sponsor will have no liability whatsoever to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Agreement. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

In the event the actual or anticipated date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections and if such amended budget exceeds the projected budget set forth in Schedule B herein by 25 percent or more, Purchasers will be offered a right of rescission.

If the First Unit Closing does not occur by June 30, 2028, the original projected date for the First Unit Closing or the Plan is amended so as to provide for a later projected date for the First Unit Closing subsequent to June 30, 2028, Purchasers will be entitled to rescind their Purchase Agreements for a period of no less than fifteen (15) days of the Presentation Date of any amendment disclosing such delay. Any Purchasers electing rescission pursuant to such offer will have their Contract Deposit and any interest accrued thereon returned, less the amounts expended by Sponsor on any Custom Work, if applicable. Purchaser's rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. ***See Section entitled "Procedure to Purchase" and the Purchase Agreement set forth in Part II of the Plan for further information.***

8. Minimum Sales Required; Effective Date.

Pursuant to existing law and regulation, in order to proceed with the conversion of the Building to the Condominium and the closing of the Units pursuant to the Purchase Agreements, Sponsor must first declare the Plan effective by selling a minimum of fifteen percent (15%) of the Residential Units offered herein, *i.e.*, six (6) of the Residential Units. Even if the Plan is declared effective based upon the sale of fifteen percent (15%) of the Units, it is still possible that it will be permissible for Sponsor to convert the Building with fewer than the

minimum number of Units, if Purchasers counted toward effectiveness do not ultimately purchase their Unit. Notwithstanding the foregoing, if *all* Purchasers who were counted for purposes of declaring the Plan effective pursuant to Appliable Law rescind their Purchase Agreements or otherwise fail to close on their Units, Sponsor will be required to re-declare the Plan effective notwithstanding the fact that the Declaration may have been recorded. As set forth in the Section of this Plan entitled "Effective Date", no closing of title to any Residential Unit will take place prior to the Plan being declared effective. ***See Section entitled "Effective Date" for further details.***

9. No Financing Contingency.

The Purchase Agreement in the form set forth as Exhibit C in Part II of the Plan is ***not contingent*** upon Purchaser obtaining financing nor does this Plan contain any provision requiring Sponsor to provide or aid Purchaser in obtaining financing for the purchase of a Unit. Accordingly, a Purchaser shall remain obligated to close on the subject Unit pursuant to the Purchase Agreement whether such Purchaser has been able to obtain financing to tender the balance due at Closing will be in default of his or her Purchase Agreement, entitling Sponsor to retain such Purchaser's Contract Deposit and all accrued interest thereon. Neither Sponsor nor Selling Agent has made any representation whatsoever as to the terms, availability or cost of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it may expire before the closing date and Sponsor shall have no liability due to any scheduling, rescheduling or adjournment of closing beyond the expiration date of a loan commitment. Purchasers who need to obtain mortgage financing to complete their purchase of a Unit are advised to consult with a lending institution and/or a mortgage broker prior to executing a Purchase Agreement.

It is Sponsor's intention to not to enter into any Purchase Agreements that contain a financing contingency. In the event that Sponsor elects to enter into a Purchase Agreement with a financing contingency, enters into a Purchase Agreement, after such Purchaser obtains a mortgage commitment and waives the mortgage contingency, under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right. ***See Section entitled "Procedure to Purchase" and the Purchase Agreement set forth in Part II of the Plan for further information.***

10. Availability of Mortgages.

Although Purchase Agreements are not contingent upon obtaining a loan, Purchasers, in their sole discretion, may choose to obtain financing for the purchase of their Units. Purchasers should note, however, that in the current real estate market, banks and other lenders are imposing various restrictions in connection with loans secured by condominium units. Such restrictions require that a certain percentage of the units in a building be sold before a lender considers making a loan. Accordingly, if the Plan is declared effective based upon the sale of fifteen (15%) percent of the Units, certain lenders may decline to make mortgage loans until additional Units are sold, in which case, a Purchaser may have difficulty obtaining a

mortgage loan. It is possible for a purchaser to have trouble obtaining a loan in a building where Sponsor or holder of unsold units has not sold a substantial percentage of the units in the building, which in certain cases, may be as high as 70 percent. Moreover, some lenders will not provide financing in a building in which an investor, other than the original sponsor, has an ownership interest of ten percent (10%) or more. Purchasers should also note that lenders may still impose minimum sales requirements before granting a loan well after the First Unit Closing. Therefore, after the acquisition of a Unit, it may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales requirements.

In the event that a Purchaser, in its discretion, has chosen to obtain a mortgage loan commitment, Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed and it may expire before the closing date without the payment by Purchaser of additional fees. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions may require that a certain percentage of units be sold before a lender considers making a loan. Thus, it may be possible for a purchaser to experience difficulties obtaining a loan in a building or group of buildings where a sponsor or holder of unsold units has not sold a substantial percentage of the units in the subject building, which percentage in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of 10% or more. Purchasers are advised, among other things, that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include limiting the number of units that may be owned by a single owner. Thus, it may be possible for a purchaser to have trouble obtaining a loan because of the foregoing. It also may be difficult for a purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. ***See the Section entitled "Procedure to Purchase" in Part I of the Plan.***

11. Transfer Taxes; Mansion Taxes; Closing Costs

Notwithstanding that pursuant to applicable statutes, the New York City Real Property Transfer Tax ("NYC RPTT") and the New York State Real Estate Transfer Tax ("NYS RETT" and together with the NYC RPTT, collectively, the "Transfer Taxes") are the primary obligation of the seller, pursuant to the Plan such obligation to pay such taxes at the closing of title to their Unit(s) is transferred to Purchasers (as is customary in condominium offerings). As of the filing date of this Plan, for the purchase of a single Residential Unit, the NYC RPTT is 1% of the consideration paid for a Unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is $500,000 or more and the NYSRETT is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a Unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the consideration for such Unit is $3,000,000 or more.

At Closing, the amounts paid by Purchaser for a Parking Unit and/or a Storage Space and/or a Bicycle Space shall also be subject to the payment of the Transfer Taxes. For purposes of calculating the transfer taxes payable with respect to the NYC RPTT, the amount of the NYC RPTT and the NYS RETT paid by Purchaser will be included in the consideration subject to such tax but for the purpose of calculating the NYS RETT, only the NYC RPTT will be included in the consideration.

In addition, Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Section 1402¬a of the New York State Tax Law, currently 1% of the total consideration paid when such consideration is $1,000,000 or more, and the New York State Supplemental Tax pursuant to Section 1402-b of the New York State Tax Law if the total consideration for such Unit is $2,000,000 or more (collectively, the New York State Additional Tax and the New York State Supplemental Tax being referred to herein as the "Mansion Tax"), which tax, by law, is the primary obligation of Purchaser. The rate of Mansion Tax is determined based on the consideration paid for a residential unit, as follows: at least $1 million, but less than $2 million -1.0%, at least $2 million, but less than $3 million -1.25%; at least $3 million, but less than $5 million - 1.5%, at least $5 million, but less than $10 million - 2.25% and at least $10 million, but less than $15 million - 3.25%.

In addition to transfer taxes and the Mansion Tax, Purchasers shall also be obligated to pay at closing any tax relating to the purchase or sale of real estate or similar interests on the transfer of a Residential Unit enacted after the filing date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of a seller or purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. In the event that any such tax is adopted, Sponsor will amend the Plan to disclose any such Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of the closing of a Purchaser's Unit. The enactment of an Additional Tax and any amendment of the Plan to provide for the disclosure of the same and the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that if any Additional Tax is enacted, the transfer taxes and Mansion Tax information and closing costs illustrations disclosed in the Plan, as may be amended, may be inaccurate because such are based on NYS or NYC tax law as the same exist on the Filing Date which is prior to the enactment of such Additional Tax. Purchasers are further advised to consult with their attorney or a tax advisor regarding the transfer taxes, mansion taxes or other costs which may be payable in connection with closing of title. The purchase price, transfer taxes and any other consideration paid for a Residential Unit will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance (the "DOF") or, collectively, the "taxing authorities" to arrive at the total consideration for transfer tax and Mansion Tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes on the closing date and shall have no liability with respect thereto. ***See the Sections entitled "Procedure to Purchase" and "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.***

12. Purchase of Multiple Residential Units.

If a Purchaser has entered into Purchase Agreements to purchase more than one Residential Unit, a default by Purchaser in the payment or performance of any obligations under any of such Agreements, after notice and subsequent to the expiration of any applicable grace periods, shall be deemed a default under all Agreement with such Purchaser. In the event of a such a default, Sponsor may, at its option, terminate all such Agreements with Purchaser and

retain, as liquidated damages, all Deposit(s) made by Purchaser under each of such Agreements together with interest earned thereon, if any.

Pursuant to the applicable regulations promulgated by the New York City Department of Finance, in instances where a Purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer is considered a "bulk sale" and non-residential rates for the NYC RPTT will apply. In the event of such a "bulk sale", the rate where the consideration is less than $500,000, the rate would be 1.425% and where the consideration is $500,000 or more, the rate would be 2.625%. The DOF will apply the "non-residential" rate even if the Residential Units are transferred to Purchaser pursuant to separate sales contracts on different closing dates. In determining whether the higher rate would apply, the DOF imposes a "look back period" of three (3) years for transactions between the same parties. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay the non-residential rate for purposes of the New York City Real Property Transfer tax and also pay the Mansion Tax. Sponsor makes no representation as to which transfer tax rates will be in effect at the time of closing of a particular Residential Unit. At this time, since ownership of Parking Units is restricted to owners of Residential Units, the purchase of a Parking Unit will not cause the rate for the NYC RPT to increase to the commercial rate. However, Purchasers of Parking Units should note that the cost of the Parking Unit will be taxable, including for purposes of the Mansion Tax, inclusive of any Additional Tax, and the consideration therefore will be aggregated with the consideration of the Residential Unit being purchased for all other tax purposes including the residential rate for the NYC RPTT and the rate of the Mansion Tax. ***See the Sections entitled "Procedure to Purchase" and "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.***

13. Purchasers Responsible for Fees Due to Sponsor's attorneys.

Pursuant to the Purchase Agreement, Purchasers shall be responsible for amounts due to Sponsor's attorneys in accordance with the following schedule, which fees will be cumulative to the extent applicable to any individual closing: For each Unit, the sum of $3,750, plus the sum of $350 for the preparation of ACRIS Documents payable to Sponsor's attorneys to reimburse Sponsor for a portion of its legal fees incurred in connection with the closing of title of Purchaser's Unit. If Purchaser also acquires a license to a Storage Space or a Bicycle Space, there will be an additional fee of $750 payable to Sponsor's attorneys. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's attorneys, or if Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's attorneys (or such other place as Sponsor may designate in its closing notice), the closing may be held elsewhere in New York City, provided that an additional travel fee is paid to Sponsor's attorneys equal to: (a) $1,000 if the closing is held elsewhere in Manhattan; and (b) $1,500 if the closing is held in a borough other than Manhattan. In addition: (i) if a closing is adjourned through no fault of Sponsor, Purchaser will be required to pay to Sponsor's attorneys an additional fee of $750 for each adjournment to help defray the cost of preparing for and coordinating the new closing; (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,200, payable in advance, for preparation of an assignment agreement; and (iii) if Purchaser obtains mortgage financing, then Purchaser shall pay Sponsor's attorneys an additional fee of $750 to defray the additional costs associated therewith.

Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's attorneys shall be paid by Purchaser prior to closing upon notice to Purchaser. ***See Section entitled "Unit Closing Costs and Adjustments in Park I of the Plan for additional information.***

14. Resident Manager's Unit; RMU Payment.

It is anticipated that Unit 2A will be sold to the Condominium Board to be used as a residence by the Resident Manager (the "Resident Manager's Unit" or the "RMU"). On or prior to the closing of title to all Residential Units offered herein, but in no event later than five (5) years following the date of the First Unit Closing, Sponsor will sell the Resident Manager's Unit to the Condominium Board. Based on a total cost of $2,070,839,43 (a Purchase Price of $2,000,000.00 plus closing costs of $70,839.43). At the Closing of each Residential Unit, Purchaser thereof, as a closing cost of such Purchaser's Residential Unit, will be required to make a payment (each such payment, an "RMU Payment", and, collectively, the "RMU Payments") to the Condominium Board in an amount equal to such Residential Unit's *pro rata* share of the Purchase Price of the Resident Manager's Unit plus closing costs, as aforesaid, determined in proportion to the Residential Common Interest appurtenant to all Residential Units (other than the Resident Manager's Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan ("Schedule A"). ***See "Notes to Schedule A" in Part I of this Plan for more information.*** The RMU Payment must be paid by official bank check payable to the Condominium Board, or by wire transfer of immediately available funds, if directed. Sponsor reserves the right to substitute a different Residential Unit for Unit 2A, to be sold to the Condominium Board as the Resident Manager's Unit, and in such case the Purchase Price of such different Residential Unit will be no more than 25% more than the Purchase Price of Unit 2A. Sponsor shall disclose any change in the Resident Manager's Unit being sold to the Condominium Board in an amendment to the Plan.

ALTHOUGH THE CLOSING OF TITLE TO THE RESIDENT MANAGER'S UNIT MAY NOT OCCUR UNTIL AFTER A PURCHASER HAS CLOSED ON HIS OR HER RESIDENTIAL UNIT, EACH PURCHASER OF A RESIDENTIAL UNIT WILL BE REQUIRED TO MAKE ITS RMU PAYMENT TO THE CONDOMINIUM BOARD AT SUCH PURCHASER'S CLOSING.

The RMU Payments shall be deposited in a segregated account separate from the account for the Working Capital Fund. At the closing of title to the Resident Manager's Unit, the Condominium Board shall use the RMU Payments to pay for a portion of the Purchase Price thereof. If, at the time of Closing, there are insufficient funds in the Condominium Board's accounts in which the RMU Payments have been deposited, the portion of the Purchase Price not covered by the RMU Payments (the "RMU Balance") will be payable by a promissory note made by the Condominium Board in favor of Sponsor (the "RMU Note") which will mature three (3) years after the closing on such Resident Manager's Unit. The RMU Note shall bear interest at an annual rate equal to the prime rate as published by Citibank, N.A. and shall require monthly payments of interest only on the outstanding principal balance. The outstanding principal balance together with any interest accrued thereon shall be due and payable by the

Condominium Board at maturity (*i.e.*, on the third anniversary of the closing on the Resident Manager's Unit). The RMU Note will be secured by a mortgage creating a first priority lien on the Resident Manager's Unit. Sponsor does not intend to refinance or extend the term of the RMU Note or the loan evidenced thereby at maturity. Purchasers are advised that refinancing by another lender may not be available and that, to repay the RMU Note at maturity, the Condominium Board may be required to assess the Residential Unit Owners.

If a Closing of a then Unsold Unit occurs after the date on which Sponsor conveys the Resident Manager's Unit to the Condominium Board, but while the RMU Note remains outstanding, Purchasers shall make the RMU Payment due at Closing to the Condominium Board, which payment shall be immediately remitted to Sponsor to reduce the principal balance of the RMU Note. If a Closing of a then Unsold Unit occurs after the maturity and satisfaction of the RMU Note, Purchasers shall be required make the RMU Payments to the Condominium Board at their respective Closings, which amounts shall be used to replenish the Condominium's account(s).

In the event the Condominium Board defaults under the RMU Note, including, but not limited to a default as the result of the Condominium Board's failure to pay the balance of the RMU Note that is due at maturity (other than by reason of Sponsor's failure to pay its monetary obligations to the Condominium Board), Sponsor may foreclose on the Resident Manager's Unit and if the proceeds from the sale of such Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Residential Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's Unit and, accordingly, alternate arrangements will be necessary to house the Resident Manager in the Building or within such distance of the Building as is then required by law.

In addition to the payments required pursuant to the RMU Note, following the conveyance of the RMU to the Condominium, the Unit Owners shall be responsible for a portion of the Common Charges that are attributable to the RMU, the real estate taxes payable with respect to the RMU and the utilities and other expenses used by the resident. The expenses attributable to the RMU are set forth in Note 15 of Schedule B, which amounts shall be paid as set forth in Schedule B.

There is no guaranty that the Resident Manager will be residing in the Building at the time of closing of any Residential Unit although the Building will comply with the relevant applicable Legal Requirements. As of the date of the First Unit Closing, Sponsor shall enter into a lease agreement with the Condominium Board for the Resident Manager's Unit, for a term beginning on or about the First Unit Closing and extending to the date that the Resident Manager's Unit is conveyed to the Condominium Board (the "RMU Lease"). The monthly rent shall be a reasonable amount but in all events an amount inclusive of the sum of Common Charges and real estate taxes (plus any additional expenses) attributable to the Resident Manager's Unit. The Condominium Board shall pay all costs and expenses of the Resident Manager's Unit and repairs thereto, as well as all utilities serving the same from and after the First Unit Closing regardless of when the closing of title to such Unit occurs or when the Resident Manager begins residing in the Building as aforesaid.

Purchasers are advised that Sponsor shall not be required to make RMU Payments with respect to the Unsold Units. Accordingly, since Sponsor reserves the unconditional right to rent rather than sell Units, Sponsor may indefinitely retain a substantial percentage of Unsold Units which will benefit from the services rendered by the Resident Manager without having contributed to the acquisition cost of the RMU. ***See the Section of Part I of this Plan entitled "Introduction" for further discussion.***

15. Mortgage Recording Tax Credit.

To reimburse Sponsor for the mortgage recording tax previously paid by Sponsor in connection with any mortgage(s) secured by the Property (any such mortgage, a "Sponsor Mortgage"), if a Purchaser: (a) obtains a mortgage loan, such Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit that may be available pursuant to Section 339-ee(2) of the New York State Condominium Act; or (b) Sponsor may require, in its sole discretion, that if a Purchaser finances the purchase of the Unit with a mortgage loan (any such loan a "Purchaser's Mortgage"), that Purchaser shall cause the lender making such loan to Purchaser (in each instance, a "Purchaser's Lender") to accept from Sponsor's lender an assignment of a portion of a Sponsor Mortgage, in an amount determined by Sponsor, of up to the principal amount of Purchaser's Mortgage (any such portion of a Sponsor Mortgage assigned to Purchaser's Lender, the "Severed Portion"). Upon such assignment of the Severed Portion, the recording of Purchaser's Mortgage will be exempt from the payment of the mortgage recording tax payable pursuant to Section 255 of the Real Property Tax Law (the "Mortgage Tax"), in an amount equal to the Mortgage Tax that would otherwise be due on that portion of Purchaser's Mortgage that is equal to the Severed Portion had the same not been assigned to Purchaser's Lender (the "Mortgage Tax Credit"). The tax savings realized by reason of the Mortgage Tax Credit that will be available by reason of the assignment of the Severed Portion shall be the sole property of Sponsor. At Closing, Purchaser will pay Sponsor, as an adjustment, an amount equal to the Mortgage Tax Credit. Purchaser shall also be responsible for the payment of any costs associated with the assignment of the Severed Portion. Notwithstanding the foregoing, Purchaser shall not be required to pay Mortgage Tax on Purchaser's Mortgage in an amount more than that which would otherwise be due with respect to the same absent the assignment of the Severed Portion. Purchasers are advised that in the event Sponsor requires that Purchaser's lender accept an assignment of a portion of Sponsor's Mortgage, as aforesaid, any failure of Purchaser's lender to agree to said assignment shall not excuse Purchaser from its obligations under the Agreement, including, but not limited to, its obligation to close title to the Unit on the date set for closing in Sponsor's Closing Notice (as such term is defined herein). Prior to obtaining financing, Purchasers should confirm whether their prospective lender will be able to accept an assigning of a portion of Sponsor's Mortgage. Coordinated an assignment of the Severed Portion may be a long lead item and the process cannot begin until a written commitment for Purchaser's Mortgage has been issued. Purchasers should plan in advance to satisfy this requirement with their lender so that they will be ready for Closing on the date scheduled in Sponsor's Closing Notice. (***See the Section entitled "Unit Closing Costs and Adjustments" below for further discussion.***)

16. Working Capital Fund; Adjustments at Closing.

At the initial closing of each Unit, a Purchaser will be required to make a one-time payment to the Condominium in an amount equal to two (2) months' Common Charges as a contribution to the Condominium's Working Capital Fund. Customary closing adjustments will be made between Sponsor and the Residential Board and/or the Condominium Board, as applicable, as of the date of the First Unit Closing or on such date when any Common Charge Abatement Period expires, if applicable. Customary closing adjustments shall include prepaid insurance premiums and service contracts, water and sewer charges and payroll expenses. To the extent that such adjustments result in a net credit in favor of Sponsor, such credit shall be paid to Sponsor in twelve (12) consecutive monthly payments with interest at the rate of ten (10%) percent per annum from Common Charges collected from the Unit Owners or, at the option of Sponsor, Sponsor shall be entitled to a credit against the Common Charges due from Sponsor with respect to the Unsold Units, in the proportion that the percentage of the Common Interests appurtenant to the Units closed as of the First Unit Closin, or upon the expiration of the Common Charge Abatement Period, if applicable, bears to the aggregate Common Interests. As of the date hereof, it is impossible to determine the amount of any net adjustment in favor of Sponsor because such amount will need to be determined as of the Date of the First Unit Closing or the Expiration Date of the Common Charge Abatement Period. Therefore, no provision for this has been made in the budget set forth in Schedule B for any such payment to Sponsor or credit in favor of Sponsor, because such amount is not anticipated to be substantial. If the net adjustment at closing is in favor of Sponsor, it may be necessary to increase the initial Common Charges payable by the Unit Owners for a limited period in order to reimburse Sponsor for any such prepaid adjustable items. If, as of the First Unit Closing or the date on which any Common Charge Abatement period expires, the net adjustments are in favor of Sponsor, the Plan will be amended to disclose the aggregate amount of such adjustments and any concomitant increase in Common Charges required to pay the same payable by all Unit Owners including Sponsor. ***See Sections entitled "Unit Closing Costs and Adjustments" and "Working Capital Fund and Adjustments" for further details.***

17. Waiver of Diplomatic or Sovereign Immunity.

A Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government *i.e.*, diplomatic or sovereign immunity ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being commenced in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents In any Purchase Agreement with a Foreign Government Purchaser, such Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on its behalf in any State or Federal action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Notwithstanding anything to the contrary contained herein, a Foreign Government Purchaser shall be required to tender a Contract Deposit equal to 50 percent of Purchase Price upon the execution of an Agreement to purchase a Residential Unit. In addition, at the closing of title to such Unit, a Foreign Government Purchaser will be required

to deposit with the Board an amount equal to two (2) years estimated Common Charges. ***See Section entitled "Procedure to Purchase" for further discussion.***

18. Title.

Pursuant to the Purchase Agreement, Sponsor is obligated to convey marketable title to the Units to Purchasers subject to certain limitations. If subsequent to the date on which the Plan is declared effective, there is an exception to title that prevents Sponsor from conveying marketable title to the Units, Sponsor may abandon the Plan if such exception to title cannot be cured by payment of a liquidated sum, which shall not exceed 0.5 percent of the total purchase price payable for all Units offered for sale herein. Sponsor shall not be required to commence litigation to resolve any such title objections that may prevent Sponsor from conveying marketable title to Units to Purchasers. ***See Section entitled "Terms of Sale".***

19. Enforcement Costs.

Pursuant to the Purchase Agreement, Purchaser shall be liable to reimburse Sponsor for any attorneys' fees and disbursements incurred by Sponsor in enforcing or defending Sponsor's rights pursuant to the Agreement or, if Purchaser fails to cure Purchaser's defaults under the Agreement following receipt of a Default Notice and remains in default following the expiration of any applicable grace or cure period, in canceling the Agreement, or in otherwise enforcing Purchaser's obligations thereunder, if Sponsor prevails in defending or enforcing Sponsor's rights. The Purchase Agreement provides that in the event of a dispute between Sponsor and a Purchaser that results in an action being filed in a court of law, neither Sponsor nor Purchaser have the right to request a jury trial, to the extent that Applicable Law permits such waiver. ***See the Section entitled "Procedure to Purchase" in Part I of the Plan and the "Purchase Agreement" as Exhibit C in Part II of the Plan.***

20. Certificate of Occupancy.

No closing shall take place and no Unit will be sold until a temporary or permanent certificate of occupancy has been obtained for such Unit or the Building, respectively, has been issued by the New York City Department of Buildings (the "DOB") In the event that a closing occurs subsequent to the issuance of a temporary certificate of occupancy (a "TCO"), but prior to the issuance of a permanent certificate of occupancy (a "PCO"), it will remain the obligation of Sponsor to obtain such PCO, at its sole cost and expense, and such PCO must be obtained within two (2) years from date of the First Unit Closing.

Purchasers are advised that in New York City, newly constructed and recently renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Residence Law and the New York City Building Code and rules and regulations promulgated thereunder. Both a TCO and a PCO are issued by the DOB. A TCO is intended to indicate that a property is safe for occupancy but means that not all the construction work and/or inspections have been performed, or that not all required documents have been submitted

to the DOB. All TCOs have an expiration date which is generally 90 to 180 days after the date of issuance thereof. When a TCO expires and is not renewed, it may be difficult or impossible to purchase insurance, refinance, or sell units. In New York City, it is customary for sponsors to commence unit closings when a TCO is issued. Sponsor herein anticipates that closing will commence after the issuance of a TCO, but prior to the issuance of a PCO.

Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO for the entire building within two (2) 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 PCO within such two-year period. Work performed by Unit Owners in their respective Units subsequent to Closing may prevent or delay the issuance of a PCO. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building and shall exercise all commercially reasonable efforts to obtain the PCO within such two-year period, provided, however, such Sponsor shall not be required to commence litigation, while always keeping the TCO in force and effect. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor from completing any Work required to obtain a PCO. Furthermore, because Sponsor and individual Unit Owners may be permitted to undertake renovations to individual units prior to the procurement of a PCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO, however, in the event that the PCO is delayed for more than two (2) years because one or more Unit Owners (other than Sponsor) have performed work in their respective Residential Unit(s) which work has not been signed off by the New York City Department of Buildings, Sponsor may, at Sponsor's option, forfeit the escrow deposited to secure the PCO to the Condominium Board, and thereafter, the Condominium Board shall be liable to secure the PCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A "Factsheet" on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co factsheet.pdf. ***See Section entitled "Rights and Obligations of Sponsor".***

21. Delivery of Closing Documents.

Each Purchaser's title company who issues a title policy to Purchaser at Closing must agree to: (i) timely submit the Unit Deed, all Transfer Tax returns and remit the required payments of such Transfer Taxes to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser; and (ii) indemnify Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event the title underwriter (or its abstract company) fails to file such Unit Deed and Transfer Tax forms and remit payment of the Transfer Taxes due in connection therewith in a timely manner in accordance with the requirements of any governmental or quasi-governmental agency. If any title company engaged by Purchaser does not execute an indemnification substantially in the form set forth as the exhibit to the Purchase Agreement in which is Exhibit C in Part II of the Plan, Purchaser must, as more fully set forth in the Agreement, agree to indemnify Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) if its title underwriter (or such title

underwriter's abstract company) fails to file such Unit Deed, transfer tax forms and remit payment of the Transfer Taxes required in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency, and pay any such taxes, fines or penalties assessed or charged by any governmental or quasi-governmental agency. ***Please refer to the Section entitled "Unit Closing Costs and Adjustments" in Part I of the Plan and a copy of the Purchase Agreement set forth as an Exhibit C in Part II of the Plan.***

22. Confidentiality.

All Purchase Agreements shall require that Sponsor and Purchaser keep the terms and conditions of the Purchase Agreement confidential, except that Sponsor shall be permitted to disclose that a Purchase Agreement has been executed for the Unit and the Purchase Price therefore, but not the identity of Purchaser or its principals. Notwithstanding the foregoing, the Purchase Agreement provides that Sponsor and Purchaser may disclose any information concerning the Purchase Agreement to the lawyers, brokers, lenders, accountants, and engineers/architects for the respective parties and to governmental agencies, including, without limitation, the Attorney General's office and the disclosure of information regarding the Purchase Agreement shall not be deemed to be a breach by such party of the confidentiality provision contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Purchase Agreement. ***See the Section entitled "Procedure to Purchase" contained in Part I of the Plan and the form of Purchase Agreement, Exhibit C in Part II of the Plan.***

23. Parking Units.

There is a parking garage located on Floor 2 of the Building (the "Garage") which will contain the thirteen (13) Parking Units. The number of Parking Units offered for sale herein shall conform with any applicable Legal Requirements. Each Parking Unit will be identical in size and will accommodate a vehicle having a maximum width of approximately 7 feet, 6 inches, a maximum length of 17 feet, 9.5 inches and a maximum height of approximately 8 feet, two inches (the "Maximum Car Dimensions") All vehicles to be parked in the Garage shall be limited to a maximum weight of 6,600 lbs. The Maximum Car Dimensions are sufficient to accommodate a vehicle that complies with the requirements of the Americans with Disabilities Act for use by Disabled Persons.

The Garage is accessed by means of a driveway from West 88th Street into a *porte cochere* located adjacent to the lobby entrance to the Building on the first floor. To access the Parking Units, user arrives to a platform in front of the handover cabin located in the *porte cochere*, the driver and all passengers will exit the vehicle at the platform. Using "smart" technology, the handover cab, initially closed for safety reasons, will recognize the vehicle based on its license plate and grant it access to the handover cabin and then an automated parking system manufactured by Cardok S.A. (the "Automated Parking System") will transport the vehicle to the Garage, where the Automated Parking System will place the vehicle in one of the Parking Units, but not necessarily the Parking Unit belonging to such Parking Unit Owner. For this reason, each Parking Unit Deed contains reciprocal easements granting to all

other Parking Unit Owners an irrevocable, non-exclusive easement for the use of the Parking Unit owned by such Parking Unit Owner, and likewise, each of the Parking Unit Owners will be the beneficiary of irrevocable, non-exclusive easements granted by all other Parking Unit Owners in the deeds for their respective Parking Units granting to all other Parking Unit Owners an irrevocable non-exclusive right to the use of their respective Parking Unit Garage (collectively, the "Reciprocal Parking Easements"). Purchasers should refer to the form of Parking Unit Deed that appears as Exhibit F-2 in Part II of the Plan.

All Parking Unit Owners must own a Residential Unit at all times while they own a Parking Unit, provided, however, the foregoing restriction shall not apply: (i) to Sponsor or its successor; or (ii) to the Board or its assignees. If at any time a Parking Unit Owner sells its Residential Unit and no longer owns any Residential Unit in the Building, it shall simultaneously convey its Parking Unit to another owner of a Residential Unit. The Board shall have the right to enforce the covenants set forth in the Parking Unit deeds that restrict the ownership of a Parking Unit to a Residential Unit Owner and may commence an action to compel any Parking Unit Owner who remains in title following the sale of their Residential Unit to convey the Parking Unit to the Board in exchange for payment of the then fair market value of such Parking Unit. If the Board is required to bring any such action the Board shall be entitled to recover all attorneys' fees and expenses incurred in connection therewith.

Sponsor reserves the right to offer as the Parking Units, as it determines in its sole discretion and in accordance with Applicable Law. In addition, Sponsor reserves the right to limit the number of Parking Units sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion. Sponsor makes no representation as to the availability of Parking Units.

Parking Unit Owners, including Sponsor, will be required to pay Common Charges to the Condominium which, for the projected First Year of Condominium Operation, shall be equal to the amount shown on Schedule A and for the real estate taxes attributable to each of the Parking Units. The Common Charges amount assessed to each Parking Unit are intended to cover the annual expenses incurred by the Condominium to maintain and operate the Garage (the "Garage Expenses"), including, but not limited to, maintenance and repair of the automated system, electricity, HVAC, insurance and miscellaneous cleaning and administrative expenses associated therewith. Each year, when the Condominium Board prepares its annual budget covering the Common Expenses of the Condominium, it shall account for the Garage Expenses and shall assess each Parking Unit Owners for the same on a *pro rata* basis. Sponsor makes no representation whatsoever regarding the future Common Charges, real estate taxes or other amounts that may be payable with respect to the Parking Units. In addition, no representation is made with respect to the expected date of completion or availability of such Parking Units and as a result, Parking Units may not be available at and for a period of time following the closing of title to any Unit. As Unit Owners, each Parking Unit Owner shall be entitled to vote the Common Interest appurtenant to its Parking Unit at meetings of the Unit Owners and shall be entitled to vote for the members of the Residential Board.

A Purchaser who has executed a rider to his or her Agreement to purchase a Parking Unit will be required to close and pay the balance due on its purchase of the Parking Unit simultaneous with the closing of his or her Residential Unit even though a TCO, as applicable,

for the Garage may not have been issued, and/or access to the Parking Unit may not be available on the date that such purchaser closes on its Residential Unit.in the event that a Parking Unit is not available on the date that a Purchaser closes on their Residential Unit, all amounts paid by such Parking Unit Purchaser for the Parking Unit shall remain in escrow with Sponsor's attorneys and Sponsor shall remain responsible for the payment of the Common Charges and the real estate taxes attributable to such Parking Unit until such time when a TCO for the Garage has been issued and use of the Parking Unit is made available to Purchaser.

As required by Legal Requirements, one (1) of the Parking Units, Parking Unit 5, will be designated as a parking space for a disabled person (the "Disabled Parking Unit"), and is so indicated on Schedule A. A "Disabled Unit Owner" shall mean a Residential Unit Owner who has obtained (or has a family member who resides in such Residential Unit who has obtained) from the New York State City Department of Transportation, a parking permit or license plate confirming that the owner of such vehicle meets the requirements to be issued a parking permit for disabled persons in the City of New York (a "Disabled Parking Permit") for the vehicle to be parked in the Disabled Parking Unit (in each instance, a "Disabled Vehicle"). Pursuant to applicable Legal Requirements, if a Disabled Unit Owner has required that the Disabled Parking Unit be conveyed to such Disabled Unit Owner, only a Disabled Vehicle may be parked in the Disabled Parking Unit. The restrictions that encumber the Disabled Parking Unit, run with the land, appear in Sections 10.4 and 10.5 of the Declaration and Section 6.18 of the By-laws and will be set forth in the Parking Unit Deed for the Disabled Parking Unit.

Sponsor reserves the right to sell the Disabled Parking Unit to any Purchaser under the Plan or to a Residential Unit Owner provided that the Disabled Parking Unit will be the last Parking Unit sold by Sponsor unless Sponsor sells the Disabled Parking Unit to a Purchaser or Residential Unit Owner who had a Disabled Parking Permit at the time of their acquisition of the Disabled Parking Unit. If the Disabled Parking Unit is sold to a Purchaser who does not have a Disabled Parking Permit, the Disabled Parking Unit is subject to the right of any present or future Residential Unit Owner who has or obtains a Disabled Parking Permit to demand, at any time, that the Disabled Parking Unit be acquired by such Disabled Residential Unit Owner in compliance with the requirements of Applicable Law as the same apply to the Disabled Parking Unit. Notwithstanding the foregoing, since all the Parking Units have identical dimensions which are adequate to accommodate a vehicle that complies with the ADA requirements for use by disabled persons and all Parking Units are all accessible to disabled persons, the right to demand the Disabled Parking Unit shall be limited to those Residential Unit Owners who do not own any Parking Unit.

Any Disabled Unit Owner who does not own a Parking Unit, may make a demand that the owner of the Disabled Parking Unit that such Parking Unit Owner shall sell the Disabled Parking Unit to the Disabled Unit Owner. Such demand shall be made in writing to the owner of the Disabled Parking Unit with a copy of the same sent simultaneously to the Condominium Board, in each case in the manner prescribed in the Condominium By-Laws, which demand shall require the owner of the Disabled Parking Unit to sell the Disabled Parking Unit to the Disabled Unit Owner at its then fair market value (in each instance, a "Disabled Parking Unit Demand"). The owner of the Disabled Parking Unit who is in receipt of the Disabled Parking Unit Demand mux comply with said demand within thirty (30) days from their receipt of the same. In the event the Disabled Parking Unit Owner fails to comply with the Disabled Parking

Unit Demand or the parties cannot agree upon the then fair market value of the Disabled Parking Unit, within fifteen (15) days of receipt of the Disabled Parking Unit Demand, such dispute shall be resolved by expedited "baseball"-style arbitration.

Baseball arbitration is a form of binding dispute resolution. Baseball arbitration is intended to incentivize the disputing parties to make reasonable offers by shifting the risk of an extreme result to both sides. Unlike regular arbitration where an arbitrator could potentially reach a solution in the middle, baseball arbitration will require the arbitrator to choose either the final offer of the seller of the Disabled Parking Unit or the final offer of the intended purchaser of the Disabled Parking Unit and nothing in between. The final offers from each party are submitted to the arbitrator and remain confidential until the arbitration date when both offers are revealed simultaneously so that neither party will be influenced by the offer submitted by the other party. On the arbitration date, a hearing is held so that both sides have an opportunity to present their case by providing appropriate evidence, a statement, and any other supporting materials for their offer. After hearing all submissions and arguments, the arbitrator selects one of the final offers and that disposition is binding on the parties.

All costs and expenses of either party and the Condominium Board incurred in connection with the conveyance of the Disabled Parking Unit to a Disabled Unit Owner demanding the same, including, but not limited, reasonable attorney's and arbitration costs, if applicable, shall be borne by the party who has served the Disabled Parking Unit Demand. ***See the Sections entitled "Description of Property", "Rights and Obligations of Unit Owners" in Part I of the Plan and in Part II of the Plan, Exhibit F-2, Parking Unit Deed and Exhibit F-3, Parking Unit Deed for the Disabled Parking Unit.***

Neither the Board nor Sponsor will be responsible for any damage to vehicles (or items stored within the vehicles) stored within the Garage. Unit Owners who store vehicles (or items within the vehicles) in the Parking Units do so entirely at their own risk. Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored vehicles and any personal property stored within their vehicles. Residential Unit Owners must comply with applicable Legal Requirements regarding the Parking Units which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Once the Building is substantially complete and Parking Units have been made available for use by the Parking Unit Owners, the Garage will be accessible 24 hours a day; seven (7) days a week; however, Sponsor makes no representation as to the hours of operation of the Garage once Sponsor no longer controls the Residential Board.

Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the Garage or any portion thereof, and the number of the Parking Units or the size of the vehicles that may be accommodated by, among other things, reconfiguring the Garage and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Common Element (other than such Residential Common Element spaces that are used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of the Garage. Sponsor expressly reserves the right to effect such changes and to amend the Plan to reflect the same. In such event, Sponsor will procure and maintain necessary permits

and approvals required by DOB in connection with the such work. ***See also the Section entitled "Changes in Prices and Units" in Part I of the Plan,***

24. Storage Spaces and Bicycle Spaces.

There are 36 Storage Spaces and 25 Bicycle Spaces offered are situated in a storage room (the "Storage Room") and a bicycle storage room ("Bicycle Storage Room"), respectively, located in the basement of the Building. Each person who purchases a Storage Space (each a "Storage Space Licensee" and, collectively, the "Storage Space Licensees") will enter into a "Storage Space License Agreement" in the form included in Part II of the Plan. Persons who purchase the use of a Bicycle Space will enter into a Bicycle Space License Agreement for the same, (each a "Bicycle Space Licensee" and, collectively, the "Bicycle Space Licensees" and in certain instances, together with the Storage Space Licensees, each a "Licensee" and more than one "Licensees") in the form set forth in Part II of the Plan.

Only persons who own or are purchasing Residential Units will be permitted to purchase a Storage Space or a Bicycle Space and to enter into a license agreement for the use of the same.

Since the Storage Spaces and the Bicycle Spaces are located in the Cellar, which is below grade, neither the Condominium Board nor Sponsor makes any representation that the Storage Spaces and/or the Bicycle Spaces will remain dry or will not experience any water infiltration. In no event shall Sponsor or the Condominium Board be responsible for any damage to items stored in the Storage Spaces or the Bicycle. Spaces. Licensees of the Storage Spaces and the Bicycle Spaces who store items therein do so entirely at their own risk. Unit Owners are advised to consult with their insurance advisors regarding appropriate insurance coverage for such items. The Rules and Regulations of the Condominium applicable to the Residential Unit Owners shall also be applicable to a Licensee of a Storage Space or a Bicycle Space, to the extent that the same are applicable.

Storage Spaces may not be used as a dwelling space nor may any of the Storage Spaces or Bicycle Spaces be used for storing property that (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. Also, in no event may a lithium battery be stored in a Storage Space or a Bicycle Space because the same constitutes a fire hazard. Materials that pose a health or safety threat or which otherwise create a nuisance may not be stored in the Storage Spaces. Doing so may result in a violation placed against the Building by the Department of Buildings that will be the obligation of the licensee to remove.

Additional rules and regulations regarding use of the Storage Spaces and Bicycle Spaces are contained in the Storage Space License Agreement and the Bicycle Space License Agreement, respectively, set forth in Part II of this Plan. Bicycle Space Licensees shall comply with any limitations as to vehicle size and/or type constraints set forth in the Bicycle Space License Agreement.

If at any time a Storage Space Licensee or a Bicycle Space Licensee sells its Residential Unit and no longer owns any Residential Units in the Building, such Licensee may, in the case of a Storage Space License or a Bicycle Space License assign such Storage Space License or Bicycle Space License, as the case may be, to another Residential Unit Owner, including a party who is purchasing the Residential Unit belonging to such Licensee. If it fails to do so, the applicable Storage Space License or Bicycle Space License, as applicable, shall automatically terminate without any action or notice required by the Condominium Board at such time when a Storage Space Licensee or a Bicycle Space Licensee no longer owns a Residential Unit, provided however, this limitation shall not apply to Sponsor and/or any successor owner of the Unsold Residential Units. If a Storage Space License or a Bicycle Space License is terminated pursuant to the immediately preceding sentence or otherwise by the Condominium Board pursuant to the Storage Space License Agreement or the Bicycle Space License Agreement, as applicable, or, if a Residential Unit Owner surrenders its Storage Space License or Bicycle Space License without assigning the same to another Residential Unit Owner, then the Condominium Board shall have the right to take possession of the same and/or issue a new Storage Space License or a new Bicycle Space License for such Storage Space or Bicycle Space, respectively, upon terms and conditions determined in its sole discretion and without compensation to such Storage Space Licensee or Bicycle Space Licensee. Neither Sponsor nor the Board shall have any liability or obligation with respect to a private assignment of a Storage Space License or a Bicycle Space License.

Notwithstanding the foregoing, Licensees of Storage Spaces or Bicycle Spaces may permit the use of their Storage Space or Bicycle Space, respectively, by a permitted tenant or occupant of such Licensee's Residential Unit, provided that the Licensee of such Storage Space or Bicycle Space shall remain liable therefore and that such right to use shall automatically terminate upon the expiration or earlier termination of the permitted tenancy or occupancy of such Residential Unit,. In no event shall any such tenant or occupant be permitted to further assign its right to such Storage Space License or Bicycle Space License.

All Storage Space Licensees, Bicycle Space Licensees and Sponsor (as to any Storage Spaces and/or Bicycle Spaces for which Sponsor retains the right to issue an initial Storage License or Bicycle License, as the case may be, will be responsible for the payment of: (i) all costs and expense associated with the operation of the Storage Spaces and/or the Bicycle Spaces; and (ii) monthly license fee to the Condominium, initially in the amount that appears on Schedule A-1 and/or Schedule A-2, respectively (the "License Fees"), and any special assessments imposed by the Condominium Board related to such spaces. Following the First Year of Condominium Operation, the License Fees shall be subject to increase in an amount equal to the percentage increase of the Common Charges paid by the Residential Unit Owners based upon budgets approved by the Board, or otherwise as the Condominium Board deems necessary in its discretion. The Condominium Board shall have, without limitation, the same rights, and remedies with respect to the collection of such License Fees as it does with respect to Common Charges and the Condominium Board shall have the right to file a common charge lien against the Residential Unit belonging to such Licensee. Sponsor makes no representation whatsoever regarding the future License Fees for Storage Spaces and/or Bicycle Spaces. Further, Sponsor make not representation as to the future availability of Storage Spaces and/or Bicycle Spaces.

If a Licensee of a Storage Space or a Bicycle Space defaults in its obligations under the Storage Space License or the Bicycle Space License, respectively, or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents: (i) deny access to and use of the Storage Space or the Bicycle Space, until such Licensee cures his or her default, or (ii) terminate the Storage Space License or the Bicycle Space License, as applicable, upon thirty (30) days written notice to the Licensee thereof. In the event that a Storage Space License or a Bicycle Space License is terminated, the contents of the Storage Space or the Bicycle Space, as the case may be, may be disposed of by the Condominium Board, as permitted by Applicable Law, at the sole cost and expense of the Licensee of such Storage Space or Bicycle Space and there expenses incurred by the Condominium Board may be collected from the Residential Unit Owner who had been the Licensee in the same manner as Common Charges.

Purchasers are advised that in New York City, newly constructed and recently renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Residential Law and local building codes and rules. Both a TCO and a PCO are issued by the DOB. A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been carried out, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date which is generally 90 to 180 days after the date of issuance thereof. When a TCO expires and is not renewed, it may be difficult or impossible to purchase insurance, refinance, or sell units. In New York City, it is customary for sponsors to commence unit closings when a TCO is issued. Sponsor herein anticipates that closings will commence after the issuance of a TCO, but prior to the issuance of a PCO.

Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO for the entire building within two (2) 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 PCO within such two-year period. Work performed by Unit Owners in their respective Units subsequent to Closing may prevent or delay the issuance of a PCO. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building and shall exercise all commercially reasonable efforts to obtain the PCO within such two-year period, provided, however, such Sponsor shall not be required to commence litigation, while keeping the TCO in force and effect at all times. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor from completing any Work required to obtain a PCO. Furthermore, because Sponsor and individual Unit Owners may be permitted to undertake renovations to individual units prior to the procurement of a PCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO, however, in the event that the PCO is delayed for more than two (2) years because one or more Unit Owners (other than Sponsor) have performed work in their respective Residential Unit(s) which work has not been signed off by the New York City Department of Buildings, Sponsor may, at Sponsor's option, forfeit the escrow deposited to secure the PCO to the Condominium Board, and thereafter, the Condominium Board shall be liable to secure the PCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A "Factsheet" on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co factsheet.pdf. ***See Section entitled "Rights and Obligations of Sponsor".***

25. Method for Measuring Units, Terraces, Balconies, Loggias, Storage Spaces and Parking Units.

Purchasers should note that the square footage exceeds usable area. Each Unit consists of the area measured horizontally from the exterior faces of exterior walls and from the center lines of walls separating one unit from another unit or Common Elements as indicated in the Condominium plans and from hot line at party walls separating one building from another and measured vertically from the top of the sub-floor to the underside of the floor construction above except that a Residential Unit shall not include the Common Elements contained therein.

Residential Units PHE, PHD, PHC, PHB, and PHA (lower and upper duplex floors) each have an adjacent private vestibule which is deemed part of such Residential Unit and the square footage of the same has been included in the stated square footage of the Unit. In addition, the square footage of the elevator shafts, electrical closets and shafts adjacent to the private vestibule, refuse rooms, and large stair landings on such floors, have been included in the total square footage of the Unit. In the duplex Residential Unit PHC, such square footage is included in the stated square footage of the lower duplex floor only.

Each Residential Unit will be measured vertically from the top of the concrete slab to the underside of the slab above. Ceilings and soffits may be dropped in certain rooms due to structural beam or slab drops, concealed mechanical equipment, pipes, ducts, or other piping that is in the ceilings. In conditions where the underside of slab is the finished ceiling, the ceiling height may vary, and may vary from room to room, due to as-built concrete conditions. Each Terrace, Balcony, and Loggia is measured horizontally from the exterior face of the exterior wall to the outside face of the parapet wall.

The approximate area of each Storage Space is measured horizontally from the interior side of the exterior walls and centerline of the corridor partition to the centerline of the partitions separating one Storage Space from another. Each Bicycle Space is designed for the storage of a single bicycle having two wheels.

All dimensions on the Unit plans/exhibits are approximate and subject to normal construction variances and tolerances. The square foot areas determined using the methodology set forth above may not represent the actual useable floor area for each Unit, Terrace, Balcony, Loggia, or Storage Space. As is customary in condominiums, the square footage listed in Schedules A and A-1 may materially exceed the actual usable floor area within each Unit, Outdoor Area or Storage Space.

The variations reflect the correction of errors in certain computations performed in connection with the preparation of the information to be included in the Plan. Sponsor has not done any work to modify the configuration of the Units which would affect the square footage thereof subsequent to the date of the Plan.

There is a rebuttal presumption that an area that is diminished by five percent (5%) or less is not material. In any case, the Units are sold in accordance with the Plan, subject only to performance of work agreed to in writing upon the execution of a Purchase Agreement or a duly executed amendment thereto, or as otherwise specifically disclosed in the Plan. Prior to submitting the Declaration of Condominium to the City Surveyor's office for recording, Sponsor will revise the square footage of the Units so that the same conform to the square footage noted on the revised Schedule A. See "***Schedule A"*** and "***Footnotes to Schedule A***".

26. Floor Designations.

References to the Units contained in the Plan and in marketing materials to "floors" are references to "marketing" designations and the same may not correspond to the "Construction Floor" designations given to the floors on the plans submitted to the New York City Department of Buildings. In the Condominium, Construction Floor 13 will be designated as the 14th Floor and Construction Floors 15, 16, 17, 18, 19 and 20 will be designated as PHE, PHD, PHC, PHB, PHA-LL and PHA-UL, respectively. ***See the Section entitled "Description of the Property and Improvements" in Part I of the Plan and the Description of Property contained in Part II of the Plan.***

27. Lot Line Windows.

There will be lot line windows located on the westerly and southerly elevations of the Building. The Building Code of the City of New York (the "Building Code") does not permit the use of lot-line windows to satisfy the light and air requirements of a Residential Unit because the same must be sealed in the event that a building is constructed on the parcel adjacent to the lot-line windows. All lot line windows comply with Applicable Law and constitute less than 10% of the area of the wall on the 7th, 8th, 9th, 10th, 11th, 12th, and 13th floors.

Each lot line window on the West elevation and on the South Elevation measures 4' x 8' and comprise 32 sf, which is less than 10% of the wall area on the west elevation and on the south elevation. There are two (2) lot line windows in the following Apartments: 7B, 8B, 9B, 10B, 11B. There is one (1) lot line window located in the following apartments: 12A, 13A, 11C, 10C, 9C, 8C, 7C. These Residential Units contain other windows that satisfy the light and air requirements under the Building Code. As required per the NYC Building Code, each lot line window will have one (1) sprinkler head situate within 18" from the window for fire protection. The lot line windows are not credited for natural light and ventilation requirements for habitable rooms. As per the New York City Building Code, if, in the future, owner of the property adjacent to the lot line windows chooses to construct a building on their property, the Board of the 200 West 88th Street Condominium will be required to close the masonry opening with fire-rated material that having a fire rating of no less than two (2) hours.

In the event a building is constructed on either parcel adjacent to the lot-line windows, the Condominium Board will be responsible for the cost to close, insulate and seal the window openings in the facade and insulate such opening with construction in compliance with the Building Code and Applicable Law. The cost of this work will be a general common expense payable by all Unit Owners. The Condominium shall also be responsible to insulate and seal the openings inside any affected Units. The estimated cost to seal and insulate the opening of

each lot line window is approximately $12,000 per opening as of the date of this Plan, which will be borne by the Condominium as a Common Expense, excluding however of the cost of refinishing the interior of the affected Residential Unit, which will be the responsibility of the Unit Owners of the affected Residential Units. ***Purchasers who intend to purchase these Units are advised to refer to the Floor Plans that appear in Part II of the Plan to confirm the location of such lot line windows in such Units prior to executing a Purchase Agreement for any such Unit. See also the Sections entitled "Rights and Obligations of the Condominium Board", "Rights and Obligations of Unit Owners" and the "Description of Property and Improvements" contained in Part II of the Plan.***

28. Security Systems.

No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Units are being offered for sale or lease by Sponsor or a successor owner of Unsold Units, there may be a greater number of visitors in 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. In addition, presumably each of the Commercial Units will have employees, visitors and invitees. Neither Sponsor nor its designees 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 the respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property**. *Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "General" for further details***.

29. Sprinklers and Safety Devices.

The Building will be sprinklered throughout to eliminate fires. Although hidden from view, every ceiling will have sprinkler heads, which are circular protuberances in the ceiling. For the sprinkler system to operate effectively in the event of a fire, furniture, furnishings and other equipment in the Units should not be placed in a way that would block the sprinklers from emitting water throughout the area beneath it in the event of a fire. Blocking the sprinklers would be a violation of the Fire Department's Regulations. Residential Units will be equipped with certain safety devices including fire and carbon monoxide alarms, which have to be checked regularly to make certain that they are operating properly. Checking the safety devices will be the Unit Owner's responsibility. ***See Description of Property; Rights and Obligations of Unit Owners.***

30. Changes in Configuration of Units and Common Elements.

To meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time and from time to time, before and after the recording of the Declaration,

without giving prior notice and without the consent of the Condominium Board or Unit Owners or mortgagees who are unaffected by any such change, (subject to the limitations of Applicable Law, including, without limitation, its obligation to amend the Plan) to (a) change the layout of, or number of rooms in any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering the boundary walls between one or more Unsold Units, or otherwise, including incorporating a Limited Common Element (such as a portion of a hallway that exclusively benefits one or more Unsold Units into one of such Unsold Unit. Prior to the Plan being declared effective, subject to Sponsor's obligation to comply with all legal requirements, including, without limitation to amend the Plan, Sponsor may (a) designate a Common Element as part of the Unit or designate all or part of a Unit as a newly created Common Element (provided that the excluded portion of the Common Elements or any addition thereto would not materially affect a Purchaser or Unit Owner, including, without limitation, amenities offered under the Plan), provided further that Purchaser who has executed a Purchase Agreement for a Unit that is affected by such change must also consent to any material change in the percentage of the Common Interest assigned to such Unit that is the subject of such Purchaser's Purchase Agreement, (d) re-designating in an amendment to the Declaration a portion of a subdivided Unit of one type (*e.g.,* a Commercial Unit) as a Unit of another type (*e.g.,* a Residential), and (e) if appropriate, reapportion among the Unsold Units affected by any such change, the aggregate Common Interests appurtenant thereto. In such event, the Common Interest appurtenant to any diminished Unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time prior to the First Closing, to effect such changes among the Unsold Residential Units and to amend the Plan so as to reflect the same.

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan, and the Declaration and Tax Lot Drawings will be amended, if required.

Notwithstanding the foregoing, where an Agreement for a Residential Unit has been countersigned by Sponsor and returned to Purchaser, no material change will be made in a Unit's size, layout or proportionate share of aggregate common interest unless (i) the affected Purchaser consents; (ii) such Purchaser is in default beyond all applicable grace and cure periods and has not contested a declaration of default or (iii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Law, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where, in the exercise of sound construction management practices, no practicable alternative exists), and in such event covered by this clause (iii), Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least 15 days, to rescind their Agreement(s) and receive a refund of their Payment(s), together with all interest earned thereon. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of

rescission. ***See the Section of the Plan entitled "Changes in Prices and Units" for further details.***

31. Views.

No representation is made regarding the views from any windows or locations in the Building other than Sponsor is not engaged in the construction of a building that is located proximate to the Building that would affect the views from the windows located in the Units or from the Common Elements or Limited Common Elements. However, it is possible that there may be other construction in the neighborhood surrounding the Property that may result in obstruction of the views from the windows or locations in the Building. Furthermore, Sponsor makes no representation that any trees that may currently exist (as of the Filing Date of this Plan) or that may be planted in the future, will not grow in such a manner that may obstruct views from any windows or locations in the Building. Accordingly, the views from the windows in the Units or from other locations in the Building, including the Residential Common Elements, are subject to change, without notice, at any time, for any reason, and/or may become obstructed by a future development. Any images contained in marketing materials depicting views from the windows in the Units are representations only and do not reflect the actual or anticipated views from such windows. Sponsor shall have no liability to any Residential Unit Owner on account of the view from any Residential Unit or elsewhere in the Building. Sponsor shall have no liability to any Residential Unit Owner on account of the view from any Residential Unit or elsewhere in the Building. ***See the Section entitled "Description of the Property and Improvements" in Part I of the Plan for further discussion.***

32. Sponsor's Obligation to Sell Units.

Sponsor is not required to offer all Units for sale at all times and, subject to the provisions hereof, Sponsor is not offering 28 Residential Units for sale as of the date of the initial offering. Sponsor may offer Units in any order determined by Sponsor. Sponsor may offer Units in any order determined by Sponsor. However, at all times, prior to the date the Plan is declared effective, Sponsor will offer for sale at least fifteen (15%) percent of the total number of Residential Units in the Building *i.e*. 37 Residential Units. Sponsor will amend the Plan when it begins to offer for sale the withheld Residential Units that are not offered for sale on the date hereof. As of the date of this Plan, there is no timeline for the release of the Residential Units onto the market. However, Sponsor's election not to offer certain of the Residential Units for sale on the date of this Plan will not impact the timetable for the projected completion of the Condominium's amenities and services. Notwithstanding the foregoing or anything implied herein to the contrary, the Plan may only be declared effective only based upon the sale of fifteen (15%) percent of the total number of anticipated Residential Units in the Condominium *i.e*. 37 Residential Units, rather than the number of Residential Units offered by Sponsor at any time before the Plan is declared effective. Any advertising material that contains percentages of Residential Units sold must calculate the percentage of Residential Units sold using the total number of anticipated Residential Units in the Condominium, *i.e*. 37 Residential Units, rather than the number of Residential Units offered at that time.

Sponsor has not committed to selling more than the fifteen (15%) percent of the Residential Units which are necessary to declare the Plan effective (*i.e.,* six (6) Residential

Units). Sponsor will endeavor in good faith to sell, but nevertheless, hereby reserves the unconditional right to rent or lease, rather than sell, the Residential Units offered hereunder after the consummation of the Plan. Therefore, the 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. In no event shall Sponsor enter into a lease agreement for any Residential Unit (other than a Commercial Unit or an Interim Occupancy Agreement executed in connection with a Purchase Agreement), prior to the occurrence of the First Unit Closing. By reason of Sponsor's reservation to rent the Residential Units, Purchaser may be acquiring a Residential Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at Closing free and clear of all leases and tenancies. In connection with the marketing of the Unsold Units, Sponsor may place one or more signs or other promotional materials on the exterior walls of the Building or in front of the Building or elsewhere on the Common Elements of such size, nature and content as Sponsor shall determine for the purpose of advertising or displaying the availability of any Unsold Unit for sale or lease, without restriction and without being subject to any charge or fee thereof

Prospective Purchasers should also be aware that they potentially may be living with transient tenants in the Residential Units for an indefinite period. Transient tenants will receive the same Building services and use of the Building's facilities as owner occupants. However, they have no investment in their Units and, therefore, do not share the same economic interests as resident Unit Owners in the maintenance and care of the Building's facilities and amenities. Prospective purchasers should also be aware that Sponsor and any other Residential Unit Owners who do not reside in the Building may be at odds with Residential Unit Owners who reside in their respective Residential Units on expenditures for items like lobby and hallway decorations and capital improvements. ***See also Special Risk No. 10 and Sections entitled "Introduction", Terms of Sale", and "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.***

33. Interim Service Period.

Prospective Purchasers are advised that until the later of: (i) six (6) months after the First Unit Closing; or (ii) the closing of title to and occupancy of at least 50 percent of the Residential Units, some of the services and facilities described in the Plan may not be available including, but not limited to, the trash room located in the cellar of the Building. Such facilities and services will all be available on a date that is no later than six (6) months following the First Unit Closing or following the Closing of title to and occupancy of at least 50 percent of the Residential Units, whichever is first to occur, and the same will be made available by Sponsor to Purchasers of Residential Units even in the event that Sponsor elects to rent one or more of the Unsold Units (which may not occur before the First Unit Closing). The Common Charges payable by the Unit Owners reflect the costs to operate the Building when fully occupied. However, as stated in Special Risk No. 33 below, Sponsor may elect to waive all or a portion of the Common Charges prior to the date on which the Building is fully occupied may be reduced accordingly to reflect the corresponding diminished expenses of the Condominium. ***See "Description of Property and Improvements" in Part I of the Plan for further discussion.***

34. Deferral in the Collection of Common Charges.

Sponsor is reserving the right to delay the collection of Common Charges and License Fees, or a portion thereof, for a period to be determined by Sponsor, in Sponsor's reasonable discretion. During any such period of delay (a "Common Charge Abatement Period"), Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums. Such expenses shall not include expenses that are the responsibility of individual Unit Owners, *e.g*. real estate taxes, utility charges, cable charges, etc. At such time when the collection of Common Charges and License Fees commences, there shall be no assessment for any line item in the budget for the Condominium contained herein. Regardless of the delay in the collection of Common Charges and License Fees, Sponsor shall remain obligated to amend the budget for the Condominium as required by law and the applicable regulations. If Sponsor elects to defer the collection of Common Charges and License Fees or any portion thereof, 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 to inform subsequent Purchasers that a Common Charge Abatement Period has occurred. Any such amendment shall also disclose the duration and/or the anticipated duration of any such Common Charge Abatement Period. In addition, those Purchasers who close on their Units after the expiration of the Common Charge Abatement Period will not receive any credit or other reduction in the Common Charges and License Fees that are payable by them. Prior to the expiration of the Common Charge Abatement Period, Sponsor will send written notice to all Unit Owners of the expiration thereof at least thirty (30) days prior to the commencement of collection of Common Charges and License Fees. Thereafter, Sponsor will disclose the date on which the Common Charge Abatement Period expired in the next substantive amendment to the Offering Plan***. See Section entitled "Rights and Obligations of Sponsor".***

35. Contingency.

The Contingency provided in a line item in the projected budget for the first year of Condominium operation (Schedule B) is intended to provide a fund for unanticipated expenses not included in the budgets and for increases in operating expenses above the amounts that were budgeted. This budget line item may not be sufficient to meet the cost of any major capital repairs, unforeseen expenses or the need for future capital replacements which may be required. If additional funds are required to meet such costs, it may be necessary for the Condominium Board to increase Common Charges or institute a special assessment. ***See the Section of the Plan entitled "Schedule B" and "Notes to Schedule B" for further discussion***.

36. Real Estate Taxes.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subject to, any lien arising from the non-payment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration of Condominium is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay the *pro rata* share (in the proportion that Common Interest allocated to the Unit owned by such Unit Owner bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges. Article VI, Section 6.24 of

the By-Laws authorizes the Condominium Board to collect the real estate taxes as a portion of the Common Charges until such time when the Units are individually assessed.

Sponsor has been advised by its tax counsel that the current practice of the New York City Department of Finance is to allocate the aggregate tax assessment for the entire Property existing as of the date of the recording of the Declaration among all Units. The real estate tax estimates for each Residential Unit were calculated on the assumption that the real estate taxes for each Unit for the first year of Condominium operation will be allocated in proportion to each Unit's percentage interest in the Common Elements appurtenant to each Unit bears to the aggregate Common Interest, which is the method to be used by the Condominium Board to determine the escrow amount to be paid by a Unit Owner prior to the time that the Units are separately assessed for real estate tax purposes. Notwithstanding the foregoing, pursuant to applicable requirements, the Department of Finance is permitted to allocate the real estate taxes among the Units (in the relative proportion that the Purchase Price of each Unit bears to the Purchase Price of all Units). Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate the assessed valuation among the Residential Units in proportion to the purchase price of each Residential Unit relative to the purchase prices of all Residential Units rather than its percentage interest in the Common Elements, and, if so, Residential Units having the same percentage interest may pay different real estate taxes. Sponsor has been advised that as of the date hereof, the New York City Department of Finance has been allocating real estate taxes in condominiums based on the allocation of the Common Elements. Sponsor anticipates, based upon the advice of its Real Estate Tax Counsel, that in arriving at the assessed valuation for each Residential Unit, the Residential Section will first be assessed as an entirety. This assessment for the entire residential portion of the Building will then be apportioned among the Residential Units. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE METHOD OF ALLOCATION, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL BE AS SET FORTH ABOVE.

Prospective purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over five (5) tax fiscal years in annual increments of twenty (20%) percent each. Any further increase in assessed valuation during such five-year period resulting from a still higher market value is similarly phased in over an additional five-year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the five-year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such five-year period is called the "transitional" assessed valuation***. See Section Entitled "Real Estate Taxes" and Real Estate Taxes Opinion Letter.***

37. Insurance.

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property stored or "finishes" installed in any Unit or in any portion of the Common Elements (such as an elevator vestibule exclusively used by a Unit Owner) or liability insurance with insuring a Unit Owner with respect to occurrences in or about each Unit

or the Limited Common Elements, that are exclusive and/or appurtenant to the Unit. Consequently, pursuant to the By-Laws, all Unit Owners are required to obtain and maintain a liability insurance policy insuring the Unit Owner against claims for personal injury death or property damage occurring in, on or about such Unit Owner's Unit and the Limited Common Elements, exclusive and/or appurtenant to his or her Unit. Further requirements with respect to such insurance are more particularly set forth in the By-Laws. In addition, all Unit Owners are urged to obtain property insurance with respect to the fixtures, finishes, furniture, furnishings and other personal property located within their respective Units. Purchasers are also advised that the 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, because of current fluctuations in the insurance market, the Board will not be required to obtain or maintain terrorism coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws. 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. ***See the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board".***

38. Residential Board and the Condominium Board.

There will be a Residential Board of Managers (the "Residential Board") which shall consist of three (3) persons elected by the Residential Unit Owners and the Parking Unit Owners. The Residential Board shall have all requisite power and authority to act as to all matters that affect only the Residential Section, the Residential Units, the Residential Common Elements, the Parking Units and the Garage, subject only to rights of Sponsor with respect to any Unsold Units. The Residential Board shall have all powers set forth in Article 2 of the By-laws as to the Residential Section, the Residential Common Elements, the Residential Units, the Garage and the Parking Units only, including, without limitation, the right to establish the "Residential Common Charges" and "Parking Common Charges", which shall be used to pay for the Residential Common Expenses and the Garage Expenses, respectively, for the operation of the Residential Common Elements and the Garage, that are to be the responsibility of the Residential Unit Owners and the Parking Unit Owners respectively.

There will also be a Condominium Board which shall consist of three (3) persons, two (2) who will be designated by the members of the Residential Board and one (1) person who will be designated by the Commercial Unit Owner, or the Commercial Board (if the same exists), as may be applicable. In the event that the Residential Board cannot agree upon the two individuals to be appointed to the Condominium Board, the two (2) members who were in receipt of the most votes shall be appointed to serve on the Condominium Board. The Condominium Board shall be constituted at the First Meeting of Unit Owners held pursuant to Section 3.1 of the Condominium By-laws. Notwithstanding any implication to the contrary, the Condominium Board shall be responsible to maintain the General Common Elements and procure and maintain the insurance coverage for the Condominium.

All determinations which affect: (a) only the Residential Units, the Parking Units, the Garage and the Limited Common Elements appurtenant to either the Residential Units and/or

the Parking Units and do not adversely affect one or more of the Commercial Units and/or the Limited Common Elements appurtenant thereto or the use of the Commercial Unit for the permitted purposes thereof, shall be made exclusively by the Residential Board or the Residential Board member(s), if applicable; and (b) only the Commercial Units and do not adversely affect the Residential Units and/or the Limited Common Elements appurtenant thereto or the use of the Residential Units for the permitted purposes thereof, shall be made exclusively by the Board member appointed by the Commercial Unit Owners or the Commercial Board, if the Commercial Unit Owners have constituted the same. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Units and/or the Parking Units and materially and adversely affects the Commercial Unit, or (ii) relate to the Commercial Units and materially and adversely affects the Residential Units and/or the Parking Units or the Residential Common Elements and/or the Garage, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

Sponsor will control the Residential Board and the Condominium Board until the earlier of: (i) the Closing of title with purchasers under the Plan to all of the Units or (ii) five (5) years after the First Closing, whichever is first to occur (the "Initial Control Period"). During the period that Sponsor controls the Residential Board, Sponsor will have control of maintenance and services to be provided to Unit Owners and will determine the Common Charges to be paid by the Residential Unit Owners. Sponsor may exercise veto power over expenses until the earlier of: (i) a period ending not more than five (5) years after the First Unit Closing or (ii) whenever the Common Interest appurtenant to the Unsold Units is less than 25 percent. After the Initial Control Period, Sponsor, as owner of Unsold Units, shall have the right to designate one (1) member of the Residential Board for so long as Sponsor owns at least one Unsold Residential Unit.

Sponsor will continue to have a voice in governance due to its right to designate a specified minority of the Residential Board for so long as Sponsor owns one or more Unsold Units. Moreover, Sponsor and any other non-resident Unit Owners will at all times have the same rights as resident Unit Owners to vote on issues that require the approval or consent of Unit Owners, *e.g.* the exercise of the Condominium Board's Right of First Refusal to purchase or lease a Unit or to borrow money in excess of $250,000 in any Budget Year, subject to adjustment in accordance with the Consumer Price Index. ***See Sections entitled "Introduction", "Control by Sponsor", "Rights and Obligations of Sponsor" and "Rights and Obligations of the Condominium/Summary of the By-Laws".***

39. No Limit on Number of Purchasers who Purchase for Investment Rather than for Occupancy.. There is no limit on the number of Unit Owners who may purchase for investment rather than personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are non-residents. 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 Sponsor. Purchasers for their own occupancy may never gain control of the Condominium Board or the Residential Board pursuant to the terms of this Plan. Owner Occupants and non-resident Unit Owners, such as Sponsor, may have inherent conflicts in the management of the Condominium. ***See the Section of Plan entitled "Introduction".***

40. Sponsor's Veto Powers.

Sponsor may exercise veto power over some actions of the Condominium Board until such time when Sponsor owns Units with an aggregate Common Interest in the Common Elements constituting less than 25 percent of the Common Elements of the Condominium, but in no event later than five (5) years after the First Closing. The Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, unless the same are required to comply with Applicable Law, or (b) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees initially employed for the Condominium, or (d) enter into any service or maintenance contract for work or otherwise provide services in excess of those initially contracted for the Condominium, except as required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Residential Unit or a Parking Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board to comply with Applicable Law, matters that are required to ensure the health and safety of occupants of the Building, remedy any notice of violation or remedy any work order of the Condominium's insurer. ***See Section entitled "Control by Sponsor" for further details.***

41. Board's Right of First Refusal.

With certain exceptions, any sale or lease of a Residential Unit will be subject to the right by the Board to acquire or lease such Residential Unit, as the case may be, on the same terms as were offered by such Residential Unit Owner to the potential purchaser or lessee thereof. This right of first refusal in favor of the Condominium Board does not apply to a sale or lease of an Unsold Residential Units and is also not applicable to any sale or lease of any Commercial Units any portion thereof. ***See the Section entitled "Rights and Obligations of the Residential Unit Owners" in Part I of the Plan and the By-Laws contained in Part II of the Plan.***

42. Alterations by Purchasers.

Sponsor as well as the Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and the Certificate of Occupancy (referred to herein as the "PCO") has been obtained, therefore. In addition, certain services, such as cable, computer, and other similar services may be provided by outside suppliers and delays in these services will not be the responsibility of Sponsor. All alterations to a Unit or the Building or services for a Unit Owner or the Building shall be performed in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees, or other contractors or subcontractors employed in the Units or the Building; and in all events, in compliance with the Declaration, the Condominium By- Laws, the Rules and Regulations, the overall building standards and

Applicable Law. In furtherance of the foregoing, the Board may require that the Board also assume and/or subject itself to the applicable union contracts. ***See the Section of the Plan entitled "Rights and Obligations of Unit Owners" and the "By-laws" in Part II of the Plan.***

43. No Invasive Testing.

Prior to Closing, Purchasers shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows or windowpanes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. ***See Section entitled Procedure to Purchase in Part I of the Plan and the Purchase Agreement set forth in Part II of the Plan***.

44. Limited Warranty.

The Housing Merchant Implied Warranty contained in Article 36-B of the New York General Business Law *does not apply* to this offering. The Building is being constructed pursuant to a construction management agreement with Cauldwell-Wingate Company, LLC (the "CM"), having an address at 380 Madison Avenue, New York, NY 10168. Sponsor's contract with the CM provides that the CM warrants against all construction defects for a period of one (1) year following the issuance of a temporary certificate of occupancy for each Unit. Accordingly, the warranty in favor of an individual Unit Owner may be for less than one (1) year from the date of that such Unit Owner acquires his or her Unit and no warranty will be available for Purchasers who close more than one (1) year after the issuance of the TCO for their respective Unit. In addition, Sponsor is purchasing a manufacturer's warranty for the roof materials which provide that such materials are guaranteed to be free of defects for twenty (20) years, which warranty will commence upon the completion of the installation of the roof. There will also be a five (5) years warranty for the installation of the roofing materials.

In addition, appliances and certain building equipment will be subject to manufacturer's warranties. The warranty for the Common Elements of the Condominium, to the extent that the same does not constitute equipment or other materials that are covered by a manufacturer's warranty, will be for a term of one (1) year from the date that a temporary certificate of occupancy is issued for all Residential Units in the Building.

Sponsor shall not be obligated to correct, repair or replace any conditions relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. Notwithstanding anything contained herein, Sponsor is obligated to construct the Units and Common Elements in accordance with the provisions of this Plan, all applicable Legal Requirements and the Description of Property and Specifications set forth in Part II of this Plan. Purchasers should consult with their attorneys as to the impact of the foregoing disclosure in the event Sponsor fails to meet its obligations under the Plan and pursuant to Legal Requirements. Sponsor will deliver, assign or otherwise grant to the Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from its contractors, suppliers or others in connection with the construction, renovation and equipping of the Building. The delivery, assignment or grant to

the Condominium Board shall occur as of the later of the date of recording of the Declaration or the date on which Sponsor receives such assignable warranties and other undertakings, except that those warranties and undertakings received by Sponsor which relate to the appliances, equipment, furnishings or fixtures located in any Residential Unit shall be assigned to Purchaser of such Unit on the date of closing of title thereto. Certain warranties with respect to the Building will be held by the Board on behalf of all Unit Owners as to whose Units such warranties pertain. Sponsor makes no representation and Purchasers are hereby advised that the term of any such warranty may have expired before the closing of such Purchaser's Residential Unit.

Notwithstanding any of the limitations on warranties contained in this Plan, no such limitations shall relieve Sponsor of its obligation to construct the Building in accordance with the plans and specifications filed with the New York City Department of Buildings, as described in the Description of Property contained in Part II of the Plan, and all Applicable Law and regulations. In addition, any conflicts between the warranties described herein and the limitations contained herein, collectively, and Sponsor's obligation to construct the Building in accordance with Applicable Law and the filed plans and specifications shall be resolved in favor of the latter. At Closing, Sponsor shall assign such warranties to the Condominium Board. Each Purchaser will receive, at Closing, the manufacturer's warranties for the appliances located in their Units. ***See Section entitled "Rights and Obligations of Sponsor" for further information.***

45. No Assurance, Bond or Other Security of Performance of Sponsor Obligations.

The assets and borrowing capacity of Sponsor are sufficient to meet the obligations of Sponsor hereunder. Such obligations include the costs of construction, payment of Common Charges, and real estate taxes on account of the Unsold Units, as well as the costs of obtaining a permanent certificate of occupancy. No bond or other form of security has been posted by Sponsor to guarantee its performance of its obligations hereunder, and therefore, there is no assurance of Sponsor's obligations hereunder. ***See the Section entitled "Rights and Obligations of Sponsor" for further details.***

46. Additional Building Work.

The construction of a building is a complex process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily will involve noise, disruption, construction dust, debris and inconvenience. Thus, for a period of time following the First Unit Closing (through, including and beyond the closing of title to any particular Residential Unit), work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; and (ii) individual Residential Unit Owners within their Residential Units (to perform custom renovations, etc.), and the Commercial Unit Owners within any of the Commercial Units.

During the First Year of Operation and for approximately twelve (12) months thereafter, construction workers, related personnel of Sponsor and others will be at the Property from time to time performing work, making adjustments and performing various other tasks related to the

completion of construction, fitting out of, and moving into, the Residential Units, the Commercial Units and other portions of the Building which may compromise the security of the Building from time to time. Various systems, including but not limited to, the water supply, air-conditioning, heating, cooling, ventilating and elevator, may require more than a year after any particular Unit closing to complete and may be disrupted temporarily from time to time. The elevator may be taken out of service from time to time to facilitate renovation for at least a year following the First Unit Closing, and from time to time thereafter, as needed, in connection with renovation being performed in Residential Units by the Unit Owners thereof. Various other adjustments, to windows and elevator and other systems, may require twelve (12) months or more after the First Unit Closing to complete.

Sponsor may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, or painting, until any particular floor is fully occupied by a Unit Owner or, if additional renovation within a Unit is anticipated, for some period thereafter. All the foregoing work and conditions will create noisy and otherwise disruptive conditions in the Building during the period such work is being performed. If any such work is required, such work shall take place only between the hours of 8:00 a.m. and 5:00 p.m. During any such work Sponsor will carry "Builder's Risk" or other liability insurance naming the Condominium Board, as agent for the Unit Owners, as an Additional Insured.

To the extent that other Unit Owners are performing work in their Units, the Condominium Board, which will likely be controlled by individuals appointed by Sponsor, will require that Unit Owners performing any work will: (i) work only during the work hours set forth above; (ii) procure permits if the same are required by Applicable Law, (iii) comply with protocols related to removal of debris and the use of the elevator and (iv) carry adequate insurance naming, among others, the Condominium Board as agent for the Unit Owners, as additional insureds. Provided that Sponsor has used all proper safeguards and reasonable care in performing construction to other portions of the Building, Sponsor shall not be liable to repair damage to a Unit Owners' property while completing construction. Certain portions of the Common Elements may be completed before or after completion of any individual Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Residential Unit Owners may not be available until such other portions of the Building are completed and fully operational.

Sponsor shall have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. Further, the Condominium Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent certificate(s) of occupancy have been obtained, therefore. Even where such alterations are permitted, the Condominium Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance may be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Residential Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided are only good faith estimates. **See *"Introduction" and the Section entitled "Rights and Obligations of Sponsor"***.

47. Tenant Protection Plan.

Certain work to be performed in the Building after the First Unit Closing by Sponsor or work to be performed by individual Purchasers in their respective Units may be subject to the applicable requirements of the New York City Building Code to file a Tenant Protection Plan (in each instance, a "TPP"). In the event that any such work to be performed by Sponsor or Purchaser requires the filing of a TPP, pursuant to Section 28104.8.4 of the Building Code, Sponsor or the Board shall ascertain that a TPP to be filed with and approved by the DOB and the same shall be posted at a location in the Building as required present to applicable Building Code requirements. ***See the Section entitled "Rights and Obligations of Sponsor".***

48. Mechanical Equipment.

The Building incorporates highly sophisticated mechanical equipment, including a back-up generator, elevator and related equipment, and HVAC equipment, designed to provide for the physical comfort and convenience of the Building's occupants. Within Residential Units and throughout the Residential Common Elements, heating and cooling from HVAC systems will be subject to normal variations and tolerances. During normal operation of this equipment (which may include required periodic testing), some occupants of Residential Units adjacent to or in the vicinity of the equipment floors, equipment areas and the roof of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Condominium Board with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury high-rise residential buildings and in compliance with applicable Legal Requirements, including the New York City Building Code and Title 24, Chapter 2, Section 24-201, *et. seq.* of the New York City Administrative Code (the "New York City Noise Control Code"). Purchasers are prohibited from impeding access to any mechanical equipment which may be in the ceilings, walls or closets of Residential Units, including without limitation the HVAC equipment located in the ceiling above certain closets, condenser unit equipment on the floor of certain closets and other areas in Residential Units. The Condominium Board and its employees, agents and contractors may require periodic access for the maintenance, repair and replacement of such mechanical equipment. Purchasers are prohibited from blocking such access or building any installation or fixture which inhibits or prevents such access or is otherwise in violation of Applicable Law.

Notwithstanding that all HVAC equipment located within a Residential Unit, including without limitation the HVAC equipment located in the ceiling above certain closets, condenser unit equipment on the floor of certain closets and other areas in Residential Units constitute part of such Residential Unit, for the proper operation and maintenance of the HVAC systems throughout the Building, the Board shall enter into a maintenance contract on behalf of all Residential Unit Owners to service each Residential Unit's HVAC equipment. Each Residential Unit Owner shall periodically be required to provide access to their Unit and its HVAC equipment to permit routine inspection, testing, and maintenance, as well as any repairs and replacements. The cost for the maintenance service contract shall constitute a Residential Common Expense included in each Residential Unit Owner's Common Charges, except that in the event of the cost of any extraordinary maintenance and/or repairs, *i.e.*, any maintenance and/or repairs not included in the cost of the such elevator maintenance agreement or not

otherwise covered by such agreement) shall be paid by the Board and assessed as a special assessment against the Owner of the Residential Unit that is exclusively served by the HVAC equipment requiring such repair and/or maintenance.

Except in the event of an emergency, Residential Unit Owners shall receive a minimum of one day's notice from Sponsor or Sponsor's agent in connection with the foregoing rights of access.

Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located in the Building and on the Roof. The Board with respect to the Common Elements will be responsible for ensuring that the mechanical equipment is operated in accordance with Law, including requirements governing acceptable levels of noise and odor emissions. Sponsor is not responsible for, nor can Sponsor make any guarantees regarding the level or noise or odors resulting from the operation of the Building or the Units. ***See "Rights and Obligations of Unit Owners" in Part I of the Plan and the "Description of Property" contained in Part II of the Plan.***

49. Commercial Units.

(a) There will be three (3) Commercial Units, which may be used for any legal purpose. Sponsor anticipates that the Commercial Units will initially be occupied for retail and ancillary uses or as a restaurant, including an establishment that requires a black iron vent/Ansul system to be installed and/or is otherwise required by law or governmental code. The Commercial Units also include certain "Commercial Common Elements" located on a roof of the Building to provide a location for any such venting system. Notwithstanding the foregoing, certain uses are expressly prohibited, as more fully set forth in the Section of the Plan entitled "Commercial Units" and in the Declaration including without limitation the following: pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment, pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment, In no event shall any use of a Commercial Unit be permitted that results in the issuance of noise that create a nuisance or unreasonably interfere with the peaceful possession or proper use of the Property by Unit Owners or the occupants of their respective Units, as shall be determined in the Board's sole discretion. The Board will have no right to restrict or limit any of the uses of the Commercial Unit that are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. No representation or warranty is made with respect to such initial or any subsequent uses of such Commercial Unit or with respect to who the owner(s) or tenant(s) of the Commercial Units may be at any time. As a result, the Commercial Units may be used for non-retail purposes. Sponsor reserves the right, but is under no obligation, to change the number of Units by, among other things, combining, subdividing and reconfiguring the Commercial Units and, in connection with such combination, subdivision and reconfiguration, redesignating in an amendment to the Declaration a portion of a subdivided Commercial Unit as further described in this Plan.

The Commercial Units, in the aggregate, will include space located on Floor 1. Subject to the limitations described in the paragraph (b) below, the Commercial Units may be used for any lawful purpose. In the event any of the Commercial Units are offered for sale, the Plan will be amended accordingly or Sponsor shall obtain a "No Action Letter" as to any such sale. As of the date hereof, Sponsor has not yet entered into a lease agreement for any of the Commercial Units. At such time when Sponsor or its affiliate enters into a lease agreement for any one or more of the Commercial Units, the Plan will be amended accordingly.

The use of the Commercial Units may generate noise or other disturbances over which the Residential Unit Owners will have no control. The Commercial Unit may operate 24 hours per day, 365 days per year. The Commercial Unit Owners shall have the right to subdivide and combine portions of the Commercial Unit (if the same was previously divided), subject to the provisions of the Declaration and the By-Laws.

The Commercial Unit Owners and their respective tenants shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing such Commercial Unit or any portion of the Building servicing such Commercial Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or Facilities forming a part of or servicing such Commercial Units.

(b) In addition to the foregoing, the Commercial Unit Owners and its tenants shall have the right, without the approval of the Condominium Board, Residential Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any, and an easement, in all cases, subject to Applicable Law and the Condominium Documents:

(1) to make alterations, additions, improvements, or repairs in or to the interior portions of the Commercial Units, whether structural or non-structural, ordinary or extraordinary, including, without limitation, any alterations with respect to the type, number, or layout of rooms in the Commercial Units, including without limitation, those alterations that will utilize the any Excess Development Rights that are appurtenant to the Property as of the date of the First Unit Closing;

(2) to amend the Certificate of Occupancy of the Building with respect to the use or number of Commercial Units, provided, however, the Declaration and By-Laws of the Condominium prohibit the Commercial Unit Owners from amending the Certificate of Occupancy for the Building in any manner so as to specifically permit the prohibited uses set forth above;

(3) to erect, maintain, repair and replace one or more signs and lighting, of such size and content as such Commercial Unit Owner shall determine within the signage band located above the storefront windows, starting 9'-6" above the sidewalk and will end 25' above sidewalk, below HVAC louver band with the signage mounted on the

interior of the Commercial Unit, including, without limitation, any storefronts of such Commercial Unit, for the purposes of advertising (a) the sale or rental of all or any portion of the Commercial Unit or (b) the operation of any business for which such Commercial Unit is used. No signage shall be installed outside of signage band or Entrance canopies including any storefronts or windows of such Commercial Unit. Additional signage can be mounted on the Commercial Unit canopies; however the size, materiality and finish and mounting of such signage must match the signage located above the canopy located above the entrance to the Residential Units;

(4) subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior facade and/or the windows of the Commercial Units, including, without limitation, any storefronts, and (ii) create additional means of egress and ingress to such Commercial Unit (provided however that such additional means of ingress and egress shall in no event encroach on the Residential Common Elements); and

(5) the right to amend the Declaration of Condominium and the Condominium Floor Plans to combine the Commercial Units, or to subdivide the original Commercial Units, so as to incorporate the Excess Development Rights into one of more of the Commercial Units; and

(6) to make all arrangements for the prompt repair and restoration of the Commercial Unit to the extent the Commercial Unit is damaged or destroyed by fire or other casualty.

(c) No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Commercial Units or as to who the tenants or occupants of any portion of the Commercial Units may be at any time. If Sponsor decides to sell any of the Commercial Units prior to the First Unit Closing, Sponsor will obtain a "no-action" letter from the Office of the Attorney General permitted such sale. Any sale of a Commercial Unit will be disclosed in an amendment to the Plan.

(d) The Commercial Units may be combined or divided by any of the Commercial Unit Owners. If any such combination occurs prior Any such sale or division by the Commercial Unit Owner shall be fully disclosed in a duly filed amendment to the Plan. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Commercial Unit.

(e) The Condominium Board, at the request of Sponsor or any of the Commercial Unit Owners, will enter into recognition and non-disturbance agreement with any tenant with whom Sponsor or the Commercial Unit Owners has entered into a lease for the Commercial Units or any portion thereof. Under the terms of the recognition agreement, the tenant will acknowledge that its lease is subject and subordinate to the Declaration and the By-Laws. Such agreement will further provide that while the Condominium Board may foreclose

its lien in the event of a default by the Commercial Unit Owner, in question, if the tenant(s) pay, on a continuing basis, rent due under its lease to the Condominium Board, the Condominium Board will agree that the rights of the tenant under the lease(s) will not be disturbed in the event of a default by the Commercial Unit Owner to whom such non-disturbance agreement was issued.

(f) The Commercial Unit Owners, in the aggregate, shall be entitled to appoint one (1) individual to serve as a member of the Condominium Board. If, in the future, the Commercial Units are no longer owned by a one (1) person, the Commercial Unit Owners shall have the right to constitute a Commercial Board. Each Commercial Unit Owner shall be entitled to appoint a representative to such Commercial Board. The Commercial Board will the right to make determinations on behalf of the Commercial Units. In addition, the Commercial Board shall have the right to elect the representative of the Commercial Units to the Condominium Board. The representative of the Commercial Units shall have the right to cast their vote on matters that affect the Condominium in its entirety, *e.g.* the budget to maintain the General Common Elements, insurance to be obtain for the Condominium, contracts for work that pursuant to the By-laws, is required to be paid for, in part, by the Commercial Unit Owner.

See Section entitled "Commercial Units" in Part I of the Plan and Article 11 of the Declaration and Articles 2 and 9 of the By-Laws of the Condominium, contained in Part II of the Plan.

50. Special Allocations of Common Charges.

As permitted by the New York Condominium Act, Section 339(m), the Condominium Declaration, the By-Laws and the budget for the First Year of Condominium Operation provide that the Commercial Unit Owners and the Parking Units Owners, each in the aggregate, ***will not*** be liable for their respective s' *pro rata* portions of the expenses of the Condominium. Instead, the Commercial Unit Owners, in the aggregate, will pay 2.6859 percent of certain line items included in the Common Expenses, *i.e.* wages for the porter, including benefits and related costs, natural gas (for the emergency generator); repairs and maintenance for the fire and safety systems and the generator, snow removal and added window cleaning, insurance, management fees, legal, audit and professional fees, the Resident Manager's Unit, income taxes and the contingency and the service contracts for the fire extinguishers, fire alarm, central station monitoring, sprinkler and telephone and other expenses:, and office expenses. The allocation of the cost of services is predicated upon the non-use or disproportionately lower usage of such services by the Commercial Unit Owner of the Commercial Unit. The Commercial Units will be sub-metered for water and sewer charges and the Commercial Unit Owners shall pay the Board for the amounts due pursuant to such submeters. The Parking Units have been allocated 0.9523 percent of the following expenses: labor, electricity, service and supplies, insurance, management fees, legal, audit and professional, Resident Manager's Unit, income taxes and contingency. ***See Schedule B and the accompanying footnotes and the Section of Part I entitled "Commercial Units" for additional information. Parking Unit Owner, is the aggregate, will pay 100% of the Garage Expenses.***

51. Window Guard Requirements.

Each Residential Unit Owner is responsible to notify the Residential Board in writing when a child or children under the age of six (6) years lives or resides (even temporarily) in the Residential Unit. It is the responsibility of each Residential Unit Owner to ensure that all operable windows opening into the Residential Unit comply with all Applicable Law relating to window guards and, if necessary, install, operate and maintain, at such Residential Unit Owner's expense, any additional equipment required by applicable law in effect from time to time. Sponsor makes no representation, warranty or assurances as to whether Residential Unit Owners will comply with the foregoing obligations. ***Please refer to Sections of the Plan entitled "Rights and Obligations of Unit Owners" and the "Board of Managers" in Part I of the Plan for further details***.

52. Certification of Sponsor's Principals Executed Solely for Martin Act Purposes.

As required by the applicable regulations, Sponsor and principals of Sponsor have executed a certification of this Plan, which appears in Part II hereof. Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or the Condominium on their behalf) in connection with or arising solely by reason of such principals' execution of the Certification of Sponsor and Principals, absent liability pursuant to another statute or the successful assertion of a claim to "pierce the corporate veil." *See* Board of Managers of Bayard Views Condo v. FPG Bayard, LLC, 187 A.D.3d 697 (2nd Dept. 2020) and Board of Managers of Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al., 106 A.D. 3rd 542 (1st Dept. May 16, 2013). ***See Section entitled "Rights and Obligations of Sponsor."***

53. Sponsor's Reservation of Right to Rent Units.

Sponsor will endeavor in good faith to sell rather than rent all of the Residential Units in a reasonably timely manner; however, there is no certainty as to the period of time required to sell all of the Residential Units. However, pursuant to the terms of this Plan, Sponsor may retain ownership of the Commercial Units and hereby reserves the unconditional right to rent rather than sell all of the Residential Units after the First Unit Closing has occurred. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to selling more Units than the 15% necessary to declare the Plan effective *(i.e.* 6 Units based on 37 Residential Units located in the Building) and therefore owner-occupants may never gain effective control and management of the Condominium. By reason of the foregoing, residents of the Condominium may be comprised of Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners and a Residential Unit Owner seeking to resell or refinance a Residential Unit may also experience difficulty in obtaining a loan. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to selling more Residential Units than the fifteen percent (15%) necessary to declare the Plan effective, *i.e.* six (6) Residential Units. and therefore owner-occupants may never gain effective control and management of the Condominium.

Sponsor reserves the right to sell five (5) or more Residential Units in the Condominium and purchasers of such block(s) of Units will become a "successor sponsor" under this Plan. A "successor sponsor" will have those additional rights and obligations (including the obligation to comply with all Legal Requirements) applicable to a "sponsor" or "successor-sponsor" as more fully described in the Plan including the assumption of the status and all the obligations of Sponsor for those Units to be sold pursuant to this Plan.

Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more Residential Units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may not gain control and management of the Condominium, until the expiration of the Initial Control Period (as such term is defined in the Condominium By-Laws). Notwithstanding the expiration of the Initial Control Period, as the Sponsor has the unconditional right to rent Units, it may always hold a majority of the Units and thereby control the Board indefinitely. ***See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan.***

54. Special Rights of Sponsor.

(a) Sponsor's Use of the Building for Sales and Promotional Functions. There will be a sales office located within the Building. Sponsor and its designee(s) shall also have the right until the tenth (10th) anniversary of the First Unit Closing, even if Initial Control Period (as defined herein) has previously expired, or until no Unsold Units remain, if earlier, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building and may interfere with owner-occupants' enjoyment of the Building. ***See the Section of the Plan entitled "Rights and Obligations of Sponsor."***

(b) Easements. Sponsor shall have an exclusive easement (i) to erect, use, lease, maintain, repair, replace and operate (A) antennae, satellite dishes and other communications equipment, and (B) pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Applicable Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Residential Limited Common Elements appurtenant to Residential Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting permitted by Applicable Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. Sponsor shall be entitled to permit any one or more such easements to be utilized by the Commercial Unit Owner and/or Permitted Users. Sponsor reserves the right to install additional mechanical equipment (including fireplace flues) on the roof of the Building. ***See Section entitled "Rights and Obligations of Sponsor" for details.***

(c) Sponsor's Use of Units. Notwithstanding the foregoing or anything contained herein, in the By-Laws or any Rules and Regulations to the contrary, Sponsor (and its successors) may, without the permission of the Board or any other Person use or grant

permission for the use of any Unsold Residential Unit for any lawful purpose, including, but not limited to, the use of any Unsold Residential Unit as models and sales and/or promotion offices in connection with the sale or rental of the Residential Units, subject to compliance with Applicable Law. ***See the Section of the Plan entitled Introduction for additional information regarding the Residential Units, the Parking Units, the Storage Spaces and the Bicycle Spaces.***

(d) Sponsor's Right to Amend the Condominium Documents. Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to applicable law and regulations or to expedite the sale of Units, or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree and any substitution of appliances, equipment or materials shall be of equal or better quality. Equal or better quality shall mean as recognized by industry standards for performance, efficiency, duration of useful life and/or classifications, as applicable. Any such material and adverse modification, addition or change will be reflected in a duly filed amendment to the Plan. There is a rebuttable presumption that a Unit area that is diminished by five (5%) percent than the square footage set forth in Schedule A is not material. ***See Section of the Plan entitled "Changes in Prices and Units" for details.***

(e) No Amendment or Modification Effective Against Sponsor. No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or any Residential Rules and Regulations (other than those required by Applicable Law) shall be effective (i) against Sponsor unless Sponsor has given its prior written consent, which consent shall not be unreasonably withheld or delayed, or (ii) to adversely affect the Commercial Unit Owners unless the affected Commercial Unit Owner has given its prior written consent thereto. ***See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.***

55. Marketing Materials. In no event shall the presence of any furniture, furnishings, finishes, lighting fixtures, equipment or decorations, wall coverings, window treatments, carpeting, landscaping, plantings, green walls, and the like (collectively, the "Furnishings") in any portion of the Building or Residential Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Residential Units imply or represent that any such Furnishings will be located within any portion of the Building or Residential Units. The presence of Furnishings in any photograph, rendering, or likeness contained in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Residential Units that differ from the designations utilized on the Floor Plans of the Residential Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such

areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials. ***See "Description of Property" contained in Part II of the Plan.***

56. Certificate of Occupancy. No closing shall take place and no Unit will be sold until a temporary or permanent certificate of occupancy has been obtained for such Unit or the Building, respectively. In the event that a closing occurs subsequent to the issuance of a temporary certificate of occupancy (a "TCO"), but prior to the issuance of a permanent certificate of occupancy (a "PCO"), it will remain the obligation of Sponsor to obtain such PCO, at its sole cost and expense, and such PCO must be obtained within two (2) years from date of the First Unit Closing. ***See Section entitled "Rights and Obligations of Sponsor".***

Purchasers are advised that in New York City, newly constructed and recently renovated buildings are sometimes offered as condominium projects without a PCO covering the entire building but with only a TCO, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Residential Law and local building codes and rules. Both a TCO and a PCO are issued by the DOB. A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date which is generally 90 to 180 days after the date of issuance thereof. When a TCO expires and is not renewed, it may be difficult or impossible to purchase insurance, refinance, or sell units. In New York City, it is customary for sponsors to commence unit closings when a TCO is issued. Sponsor herein anticipates that closing will commence after the issuance of a TCO, but prior to the issuance of a PCO.

Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a PCO for the entire building within two (2) 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 PCO within such two-year period. Work performed by Unit Owners in their respective Units after Closing may prevent or delay the issuance of a PCO. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire building and shall exercise all commercially reasonable efforts to obtain the PCO within such two-year period, provided, however, such Sponsor shall not be required to commence litigation, while always keeping the TCO in force and effect. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor from completing any Work required to obtain a PCO. Furthermore, because Sponsor and individual Unit Owners may be permitted to undertake renovations to individual units prior to the procurement of a PCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO, however, in the event that the PCO is delayed for more than two (2) years because one or more Unit Owners (other than Sponsor) have performed work in their respective Residential Unit(s) which work has not been signed off by the New York City Department of Buildings, Sponsor may, at Sponsor's option, forfeit the escrow deposited to secure the PCO to the Condominium Board, and thereafter, the Condominium Board shall be liable to secure the PCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a PCO. A "Factsheet" on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co factsheet.pdf. ***See Section entitled "Rights and Obligations of Sponsor".***

57. Natural Finishes: Wood and Stone. The engineered wood floors include finishes that are natural products (including, without limitation, wood flooring, furniture, cabinetry, and molding) and are subject to certain risks, which include, but are not limited to: cracks or openings between the floorboards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. Additionally, wood finishes 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 Residential Unit. 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 to avoid denting. As recommended by the National Wood Flooring Association, Unit Owners are advised to be extremely 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 refer to the National Wood Flooring Association, available at http://www.nwfa.org. All wood finishes 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 Section entitled "Description of Property and Improvements in Part II of the Plan, for future details***.

58. Stone Surfaces.

The Residential Units contain natural stone finishes, including granite, marble and/or limestone, which materials inherently have variations in color and appearance, and such variations may be apparent within the installations, to the extent used, in floors, walls, counters, backsplashes, etc. Sample materials displayed in the sales office or appearing in renderings may differ within a range, from the materials installed in the Residential Units.

Natural stone is often porous and/or calciferous, having the potential to absorb and/or chemically react to certain substances In addition, marble and stone may crack and scratch with use. Purchasers are advised that special care will be necessary to maintain natural stone finishes. which require cleaning with neutral cleaners that are free of acidic or alkaline solutions, bleach, ammonia or abrasives which chemicals can cause sealants to deteriorate and may also damage and/or stain the stone surfaces. To reduce (but not eliminate) the possibility of absorption, etching, discoloration and/or staining, Sponsor may apply a sealant to such stone surfaces prior to delivery of such Residential Unit. Any such sealant will protect the stone surface against absorption of water and other liquids that may cause staining and/or discoloration; however, such sealants may not entirely prevent the absorption of liquids and/or oils, or the discolorations or staining of such surfaces. Stone surfaces will likely require resealing regularly to protect and preserve the beauty of such surfaces and to minimize staining and discoloration. Purchasers are advised that they should use stone cleaners that have been specially developed for cleaning

stone and are recommended for proper maintenance of such materials. Each Residential Unit Owner shall be solely responsible to maintain the stone surfaces installed in their Residential Unit, including the engagement of a professional to reapply the sealer at regular intervals. Purchasers should consult a professional regarding the proper care and maintenances necessary to preserve the appearance of any stone surfaces in their Residential Unit. ***See Section entitled "Rights and Obligations Unit Owners" and "Description of Property" for further details.***

59. Financial Crimes Enforcement Network Disclosure

The Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury ("FinCEN"), has recently extended and expanded an earlier issued Geographic Targeting Order ("Order") that applies to any corporation, partnership, limited liability company, or other similar business entity ("Covered Purchaser") using cash, a cashier's check, certified check, traveler's check or money order in any form, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase a Residential Unit in the Borough of Manhattan from Sponsor for a total price in excess of $300,000 (a "Covered Transaction"). The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the Title Company at Closing all documents and information necessary in order for the Title Company to comply with the requirements set forth in the Order, including, without limitation, without limitation the requirement to file a completed FinCEN Form 8300. Any failure by the Covered Purchaser to deliver such documents and information shall be deemed an Event of Default under the Agreement. For additional information, or to vile online, Purchasers are advised to refer to the website maintained by the Department of the Treasury: https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf.

Effective March 1, 2026, the Residential Real Estate Rule requires certain professionals involved in real estate closings and settlements to submit reports to FinCEN regarding certain non-financed transfers of residential real estate to legal entities or trusts persons associated with a transaction by filing RER Form 508C. Parties may comply with these requirements by submitting such report online at the Department of the Treasury website. To file and for additional information, please refer to the website of the Department of the Treasury at https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with their attorneys or other financial advisor.

In addition to the FINCEN Reporting requirements, in the event that any Units are purchased in the name of an entity or a trust, the New York City Department of Finance requires a Purchaser to disclose the names of all of its members/shareholders, with their contact information and Social Security numbers or Employer Identification numbers, if applicable, on an addendum to the New York City Real Property Transfer Tax Return. ***See the Section entitled "Procedure to Purchase" in Part I of the Plan for further discussion.***

60. Pets.

Residential Unit Owners may harbor pets in their Residential Units, without the consent of the Residential Board. Notwithstanding the foregoing, the Condominium Board shall have the right to require that a Unit Owner remove any pet which causes a nuisance, health hazard or unsanitary condition. Each Unit Owner who harbors any type of pet in his or her Residential Unit shall: (a) be deemed to indemnify and hold harmless the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by all Rules and Regulations adopted by the Condominium Board with respect to the harboring of pets in the Residential Units. ***See the Section entitled "Rights and Obligations of Unit Owners" and the "House Rules" annexed to the By-laws of the Condominium in Part II of the Plan.***

61. Income Tax Treatment of the Condominium; One Big Beautiful Bill of 2025.

Pursuant to Section 528 of the Internal Revenue Code, in certain instances, condominiums may be eligible to be treated as a "homeowners association" within the meaning of the Internal Revenue Code exempt from taxation on Common Charges collected from the Unit Owners, provided that the Condominium complies with the requirements of Section 528. If such election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as interest earned on any bank accounts, and possibly income from assessments from Commercial Unit Owner (in each case, less expenses directly connected with the production of such income).

On July 4, 2025, the One Big Beautiful Bill of 2025 (the "OBBBB") went into effect, which modified the tax laws that were previously effected pursuant to the Tax Cust and Jobs Act of 2017 (the "2017 Act"), including the deductions related to home ownership. The OBBBA raises the maximum deduction of state and local taxes to $40,000 for single and joint filers, but with several limitations: the full deduction phases out for taxpayers with modified adjusted gross income above $500,000 ($250,000 in the case of a married individual filing separately) and reverts to $10,000 for incomes of $600,000 and above. While the deduction and the phase-out levels will increase by 1% a year, these changes are in effect through 2029, after which date the maximum deduction for state and local taxes reverts to $10,000, as permitted pursuant to the 2017 Act. For married couples who file separately, the deduction increases to $20,000 and returns to its previous level of $5,000 in 2030. Sponsor is not making any representation whatsoever of any deductions that may be available to Purchasers of the Units offered for sale pursuant to the Plan. Purchasers are advised to consult with their own tax advisors regarding the impact the OBBBA on their liability for the payment of income taxes and the availability of deductions for interest and state and local taxes that are payable with respect to ownership of a Residential Unit and a Parking Unit, if applicable. Accordingly, Purchasers should not rely on any statement made in this Plan in determining the tax consequences of their purchase of a Unit. ***See the Section of the Plan entitled Income Tax Deductions To Unit Owners and Tax Status of Condominium.***

62. Smoking Policy.

The City of New York has enacted Local Law 147 of 2017 requiring all buildings to adopt and distribute a smoking policy to residents on an annual basis. The Condominium By-Laws set forth the following as the initial Smoking Policy of the Condominium:

The Condominium shall be a smoke-free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Residential Units and on Balconies, Loggias and Terraces appurtenant to Residential Units, and in all common areas of the Building, including, without limitation, the Common Roof Terraces that are designated for use by the Residential Unit Owners and the porte cochere that provides access to the Garage. Outside of the Building, smoking shall only be permitted a distance no less than 25 feet from all entries, outdoor air intakes and operable windows located in Residential Units. Any violation of this policy by an occupant of a Residential Unit, including any violation by a guest thereof, shall be subject to such remedies and the imposition of such costs as are available to the Board under Section 6.31 of the By-Laws, including, without limitation, such fines and penalties as the Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Board. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive.

The Board shall have the right to obtain an injunction against a Unit Owner from a court of law against a Residential Unit Owner or an occupant of a Residential Unit enjoining such person from smoking in the Residential Unit or the Common Elements and the Board shall have the right to seek the eviction of any tenant who smokes in a Unit or the Common Elements. If the Board is required to commence a proceeding in court to enforce the Smoking Policy, the Unit Owner that owns the Unit in which the person who violated the smoking policy resides, shall be responsible for all legal fees and expenses incurred by the Board in any such action to enforce the smoking policy. In addition to all other remedies available to the Board, violation of this policy shall subject the Unit Owner to (i) a fine in an amount to be determined from time to time by the Board and (ii) reimbursement of any fees or expenses incurred by the Condominium (including legal fees) in enforcing this provision. ***See Section 6.31 of the Condominium By-Laws, the Purchase Agreement and the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board."***

63. Windows.

The Units will have large glass windows, which should be covered during the portions of the day when the sun is strongest to maintain the temperature of the Units' rooms at comfortable levels and to conserve energy. It is not unusual for there to be distortion in the peripheral portions of large windows. Distortion can be caused by changes in temperature, changes in elevation from where the insulating glass units were fabricated, changes in barometric pressure, wind loads, glazing pressure around the periphery of the glass and the heat treatment process used for heat-strengthened and tempered glasses. Distortion is very subjective

and the degree of distortion can change due to environmental conditions as listed above. As required by DOB code and local law, certain portions of the Building's windows and glass railings will contain ultra-violet markings, or other markings, that may be visible to Building occupants under certain lighting conditions. The intent of said "bird-deterrent" markings is to mitigate the likelihood of bird strikes on the Building's façade, as set forth in NYC Local Law 15 of 2027. The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of windows, which can be washed from a Balcony or Terraces or Loggia, as applicable, shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof as such Unit Owner's sole cost and expense. The exterior of other Residential Section windows shall be washed by the Condominium and the cost thereof shall be charged to the Residential Unit Owners as a Residential Common Expense. In the event that any portion of the glass of a Residential Unit's window is broken from the interior of such Unit (or otherwise due to the actions of such Unit Owner), the replacement and/or repair of such glass will be made by the Owner of such Residential Unit at his, her or its expense; and, in the event that any portion of the glass of a Residential Unit's window is broken from the outside of such Unit, the replacement and/or repair of such glass will be made by the Board and the expense thereof will be charged to the Residential Unit Owners as a Common Expense. Unit Owners shall have the right, at their sole cost and expense, to replace the windows in their Unit provided, however, that Residential Unit Owners shall only replace the windows in their Unit with a style of window approved by the Board and any applicable government agency. In the event the Board shall determine, in its sole but reasonable discretion, that (a) because one or more windows in a Unit are dangerous, or no longer airtight or watertight, the Unit Owner shall replace the window or windows at its sole cost and expense or (b) all of the windows in the Building should be replaced, the cost of the replacement shall be allocated among the Unit Owners as follows: (i) each Unit Owner shall pay for the cost to acquire and install the windows in the Unit Owner's Unit; and (ii) all of the Unit Owners shall share the common costs (*e.g.,* architect's and engineer's fees, site safety, sidewalk bridges, permits and necessary approvals, the cost to dispose of the old windows and environmental remediation, if required, and related costs, based on each Unit Owners' percentage interest in the Common Elements. See Description of Property and Improvements in Part II of the Plan.

64. Restriction on Hanging Electronic Equipment.

Televisions, audio speakers and other noise generating equipment should not be hung on demising walls separating residential units in a way that could transmit noise from one Residential Unit to the adjacent Residential Unit. Moreover, Residential Unit Owners shall not be permitted to make any attachments or penetrations to demising walls separating residential units in any manner that adversely impacts the fire resistance and/or smoke rating of such walls, as required by applicable Legal Requirements. ***See the Section entitled "Rights and Obligations of Unit Owners" in Part I of the Plan.***

65. Mold.

The prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends mostly on the manner in which such Unit Owner

maintains his/her Unit. Unit Owners will need to take actions to prevent conditions such as the pooling of water which cause the mold or mildew and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental or consequential damages based on strict liability, or breach of express or implied warranty, unless caused by the negligence or misconduct of Sponsor. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement. ***See the Purchase Agreement, set forth as Exhibit C in Part II of the Plan, for more information.***

66. Building Settling.

As described more particularly in the "Description of Property" in Part II of the Plan, all buildings and the attached nonstructural components endure, and Sponsor shall not be responsible for, short-term and long-term creep and shrinkage along with various deformations and movements under different loadings: differential column shortening, lateral story drift, building racking, deflection and thermal deformation, and similar results. Residential Unit Owners should expect structural movement that may result in uneven floors, minor cracking in partitions, floor, and ceiling finishes and other cosmetic issues, which process may be accelerated by excessive loading on building floors, and Sponsor shall not be obligated to correct any of the foregoing conditions. The maximum weight load for the typical floor within a Unit is 40 lbs. per square foot. Notwithstanding the foregoing, Sponsor shall remain obligated to construct the Building in accordance with all applicable code and the Plans and Specifications. ***See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.***

67. Local Law 11.

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

Under FISP, periodic inspections are required to maintain a building's exterior walls and appurtenances thereto in a safe condition. A filing is required for all buildings with exterior walls or parts thereof that are greater than six stories in height, including the basement, but not the cellar, as defined in the Building Code, and regardless of the information in the certificate of occupancy. Buildings required to file a report shall do so once every five-year report filing cycle established by the DOB. A report shall be filed within sixty days of the date on which the visual critical examination is completed (final inspection date) and not more than one year after completion date of the required physical close-up inspection.

Typical components of the inspection report include a description of the building and any previous repairs or revisions to the exterior of the building, a description of the procedures used in making the critical examination, a summary of findings and recommendations, a statement of the scope of the inspection and findings, and the conclusions and a determination as to whether the building is categorized as "safe", "SWARMP", or "unsafe". The inspector looks for deterioration (cracks, spalls, joint deterioration), any movement detected, and

apparent watertightness of the exterior surfaces. Appurtenances are observed which also include exterior fixtures, flagpoles, signs, parapets, railings, copings, guard rails, window frames, balcony and enclosures, window air conditioners, window guards, flower boxes, and any equipment attached to or protruding from the façade. Railings enclosing the Outdoor Spaces are to be inspected to ensure that their components are positively secured against upward movement. If any enclosure for an Outdoor Space is found not to be secured, the condition is classified as "unsafe".

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

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

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

The LL11-98 (FISP) requirements for new building state that a report shall be filed five years from the date the first TCO is issued if that five-year date falls within the applicable filing window according to the last digit of the building's block number. If the five (5) years from the date the first TCO or PCO issued falls outside the applicable filing window, according to the last digit of the building's block number, then the initial report shall be filed within the applicable two-year filing window for the next five-year cycle.

Local Law 11 report will be due in accordance with the NYCDOB schedule in effect at the completion of construction. Based on the anticipated date for the completion of construction of July, 2027, the initial critical examination of the building shall be conducted in 2035, the

fifth year following the erection of the exterior walls and/or enclosures inspection. Based on the current NYCDOB schedule the inspection will be scheduled during Cycle 12a.

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

68. Construction Disputes.

Notwithstanding anything contained herein, Sponsor is obligated to construct the Common Elements substantially in accordance with the provisions of this Plan, all applicable Legal Requirements and the Description of Property and Specifications set forth in Part II of this Plan. Prior to bringing any lawsuit, arbitration or administrative proceeding (a "Proceeding") against Sponsor and/or Sponsor's consultants, professionals, members, managers, or Sponsor principal (collectively, the "Sponsor Parties") relating to the construction of all or part of the Building (including the Units and the Common Elements), the party intending to commence such Proceeding must have a report prepared (the "Correction Report") by an independent, licensed architect or engineer (the "Inspecting Professional"). The Correction Report must identify the specific components and areas of the Building that are not in compliance with the specific provisions of the Offering Plan, the Plans and Specifications filed with DOB, and/or the local construction codes (a "Claim"). Sponsor shall have a 90-day period after the receipt of the Correction Report to correct any of the Claims or explain why the Claim is incorrect, prior to the Proceedings being brought by the Unit Owners or the Board. Sponsor shall have no responsibility for damages to the Units or the Building arising out of the Unit Owner's, the Managing Agent's or the Board's failure to thoroughly inspect, maintain or repair the Property.

At least thirty (30) days prior to the Board commencing a Proceeding against the Sponsor Parties, the owner of each Unit that is not owned by Sponsor or an affiliate of Sponsor, shall receive (a) a copy of the Correction Report and Sponsor's response to it, if any; (b) a description of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (c) a copy of the engagement letter or retainer agreement between the Board and the attorney selected by the Board to assert or provide assistance with the Claim; (d) a budget for the cost of bringing the Claim, whether incurred by the Board directly or for which the Board or the Unit Owners may be liable as a result of prosecuting the Claim; (e) a summary of the steps previously taken by the Board to resolve the Claim; (f) a statement that initiating the Proceeding may affect the market value, marketability, or refinancing of Units while the Claim is pending; (g) a description of the manner in which the Board proposes to fund the cost of prosecuting the Claim; and (h) a letter from the attorney retained by the Board with an analysis of the Claim and the likelihood of success. ***See the Section of the Plan entitled "Rights and Obligations of Sponsor".***

69. Reservation of Excess Development Rights.

All excess air or developmental rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan (the "Excess Development Rights") will be allocated to the Declarant or its assignee (the "Development Rights Owner"). Such Development Rights will be for the either the exclusive use of Sponsor/Declarant and/or the Commercial Unit Owner and may be used, as permitted by Applicable Law. Sponsor estimates that there will be a small number of unused Development Rights following the completion of the construction of the Building. By reason of this reservation of the Excess Development Rights, Sponsor or the Commercial Unit Owner may incorporate such Excess Development Rights into the Commercial Units or the owner of the Excess Development Rights may transfer or sell such Excess Development Rights to the owner(s) of adjacent properties or offsite and in such case such properties may be increased as a result of such transfer or sale. Notwithstanding the foregoing, the Excess Development Rights will not be used to add additional floors to the top of the Building or to physically expand the Building, except that the same may be used to construct additional footage within the Commercial Units. In the event such Excess Development Rights are transferred to the owner(s) of adjoining properties or offsite, a Unit Owner's views and exposure to light may be impacted. ***See the Section entitled "Description of Property" and "Commercial Units" for additional information.***

70. Statute of Limitations

The Purchase Agreement provides that Purchaser, as Residential Unit Owner (and a Parking Unit Owner, if applicable) shall have a maximum of three years from closing of the acquisition of the Unit(s) to bring a claim against Sponsor, with the exception of (i) causes of action arising out of Sponsor's obligations under the Offering Plan or Martin Act and (ii) enforcement of judgments already obtained. This three-year period is shorter than the six-year statute of limitations for breach of contract contained in New York Civil Practice Law and Rules §213(2). By executing the Purchase Agreement, Purchaser shall be deemed to have acknowledged and agreed that said three-year period maximum is reasonable. Therefore, Purchasers agree that, notwithstanding anything to the contrary set forth in the Plan, the Purchase Agreement, at Law, in equity, or otherwise, any action or proceeding brought by, through or on behalf of Purchaser against Sponsor, its principals, affiliates or agents, under or related to this Plan or the Purchase Agreement, or related to the Building or a Purchaser's Unit, to be valid, must be commenced by the earlier to occur of (x) three (3) years, or (y) the expiration of the otherwise applicable statute of limitations, in either case from the date the claim giving rise to such action or proceeding accrues in accordance with applicable Law. By executing the Purchase Agreement, Purchaser shall be deemed to have acknowledged and agreed that said 3-year period is reasonable***. See the Purchase Agreement in Part II of the Plan.***

71. Fire Door System; Private Elevator Lobbies.

Residential Units designated as Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE (each, a "Full Floor Unit") shall consist of the entire floor and will each contain a Private Elevator Lobby,

which is included in the measurements of each Full Floor Unit, labeled as such on the Floor Plans for the same (each a "Private Elevator Lobby" or, collectively, the "Private Elevator Lobbies"). Each Private Elevator Lobby (a) is an "intervening public hall" pursuant to 2022 Building Code §1014 ("BC §1014"), (b) will be constitute a "public corridor" pursuant to 2022 Building Code §1018 ("BC §1018") serving as emergency exit egress into the stair hall for each respective Floor; and (c) shall be equipped with fire doors that will provide access to the public egress stairs from the Private Elevator Lobby ("Fire Doors"). The Fire Doors will be equipped with door closers and fail -safe electric locks that interface with the fire alarm system for the Building ("Fire Alarm System"). Such Fire Doors will remain locked at all times to prevent access by any person, including the Unit Owners of each Full Floor Unit, and the public, except that the Fire Doors shall automatically unlock simultaneously from the stairwell side upon the activation of the Fire Alarm System or can be unlocked simultaneously from the central location. The Fire Doors are designed to serve as barriers to limit the spread of fire and restrict the movement of smoke. In the event of a fire or other alarm event, the electric fail-safe locking mechanisms on the Fire Doors providing access from the stair halls to the Private Elevator Lobby(ies) will be released to permit access to the stair halls from the Private Elevator Lobbies (which will then be open for public egress until the situation is rectified). The Fire Doors will be Common Elements; however, the Private Elevator Lobby shall be a portion of each Full Floor Unit. Reference should be made to Section 18.1 of the Declaration for the rights of all Unit Owners to an easement into and through the Private Elevator Lobbies in the event of an activation of the Fire Alarm System and to Section 6.10 of the Condominium By-laws for the respective obligations of the Unit Owners who own the Full Floor Units and the Residential Board and/or the Condominium Board with respect to the maintenance of the Private Elevator Lobbies and the Fire Doors, respectively. The Private Elevator Lobbies and the Residential Unit Owners, who own the Full Floor Units, shall be subject to the following obligations, requirements, and restrictions in accordance with Applicable Law:

(i) The Residential Board shall be obligated to ensure that the Fire Doors are maintained in compliance with all applicable Building Code and Fire Code requirements. Accordingly, all maintenance and repair of the Fire Doors and the Fire Alarm System shall be performed by the Residential Board and/or the Condominium Board, as applicable, and the cost and expense thereof will be charged to all Residential Unit Owners, as a Residential Common Expense or to all Unit Owners, as a Common Expense, if applicable.

(ii) All maintenance and repair of the Private Elevator Lobbies shall be performed by the Residential Unit Owner who owns such respective Full Floor Unit, at their sole cost and expense, including the obligation to ensure that their respective Private Elevator Lobby remains in compliance with all applicable Building Code and Fire Code requirements, which may be in addition to all other code compliance obligations that may be relevant to ownership of a Residential Unit in the Condominium.

(iii) With respect to the Private Elevator Lobby, Sponsor, the Unit Owners, the Managing Agent, the Residential Board and/or the Condominium Board, if applicable, and all Permitted Users of the Residential Units shall have, in common with all of the others, an easement and easement in, through, and upon

the Private Elevator Lobbies for emergency egress and to perform maintenance to, repairs to, and inspections of the Fire Doors, respectively. Please refer to Section 18.1 of the Declaration for the easement granted to the Unit Owners, residents and occupants of the Building for access to and through the Private Elevator Lobbies for emergency egress and to the Residential Board and/or the Condominium Board for the purpose of maintaining Common Elements located within the Residential Units, including the Private Elevator Lobbies. In addition, the Private Elevator Lobbies and the Fire Doors are subject to periodic inspections by local government authorities having jurisdiction.

(iv) Use of a Private Elevator Lobby must comply with all applicable building codes pertaining to "public corridors," including without limitation BC §1014 and New York City Fire Code (the "Fire Code"), Chapter 10 "Means of Egress". As required by Applicable Law and required by the Residential Rules and Regulations, passage through the relevant Fire Door to the stair hall located at either end of each Private Elevator Lobby shall not be restricted in any way. The Residential Unit Owner of each Full Floor Unit should refrain from placing any valuable items within a Private Elevator Lobby and is prohibited from positioning any furniture or other personal property in a manner that would obstruct access to or passage to and from the Fire Doors and stair halls.

(v) The Unit Owner of each Full Floor Unit is prohibited from modifying or tampering with the Fire Doors. Any and all repairs, replacements, and other modifications to the Fire Doors and the Fire Alarm System must be made by the Residential Board and/or the Condominium Board, if applicable, in compliance with Applicable Law. In the event of any failure by any Unit Owner or the Residential Board to comply with the provisions of the Declaration, By-Laws and/or Applicable Law with respect to the Private Elevator Lobbies and/or the Fire Doors, as applicable, such failure may result in a violation being posted against the Unit and/or the Building, which must be removed (which removal may involve, among other things, paying one or more fines) by (a) such Unit Owner at such Unit Owner's sole cost and expense, in the event such failure is by any Unit Owner, or (b) the Residential Board, in the event that such failure is by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense.

See the Sections entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of the Condominium Board" in Part I of this Plan and the form of the Declaration and the By-Laws set forth in Part II of the Plan for additional details.

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INTRODUCTION

Nature of the Transaction

Amsterdam 88 LLC ("Sponsor"), hereby presents this offering plan, as the same may be amended from time to time (the "Plan") for the establishment of condominium ownership of the land (the "Land") together with the building being erected thereon known as 568-574 Amsterdam Avenue to be known as and having a street address of 200 West 88th Street, New York, New York 10024 (the "Building", the "Land", and the appurtenances thereto are being referred to herein collectively as the "Property") pursuant to the terms of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"). The Property will be submitted to the provisions of the Condominium Act by recording of the Declaration by Sponsor in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will be subject to and will comply with all statutes and regulations applicable to condominiums in the State of New York.

The property is designated as Block 1235, Lots 33, 34, 35 and 36, on the Tax Map of the City of New York. Sponsor will be merging the tax lots into a single tax lot prior to the recording of the Declaration, which is expected to be designated as Lot 36. Sponsor acquired title to the Property on December 18, 2018.

The Condominium Offering Plan

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of the Units in the Condominium. The Plan contains all the detailed terms of the transaction. Sponsor may from time to time amend the Plan by filing an amendment with the New York State Department of Law (the "Department of Law") and serving such amendment on Purchasers and Unit Owners.

The Plan is presented in two (2) parts (contained in one volume), which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed description of the Property and the floor plans for the Residential Units, discussed in the Plan, certifications of Sponsor and certain experts. Copies of the Plan, including all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection by prospective purchasers and their attorneys without charge and for copying at a reasonable charge at the office of Sponsor and the Selling Agent. Such documents are also available for inspection without charge and for copying for a reasonable fee at the offices of the New York State Department of Law, Real Estate Financing Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. All these documents are important and should be carefully read by prospective purchasers and their attorneys. Prospective purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase a Unit. The Plan may be borrowed upon payment of a $300.00 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition, ordinary wear and tear excepted,

or (ii) the execution by the prospective purchaser of a Purchase Agreement subsequently accepted by Sponsor.

All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Definitions," unless otherwise indicated.

The Condominium.

Sponsor is constructing the Building on the Land, which will be subject to a certificate of occupancy. The Building that will be known as the "200 West 88th Street Condominium" and is being referred to herein as the "Condominium." Sponsor has filed plans for the construction of the new Building that will contain the Condominium. The Building will have eighteen (18) stories above ground plus a cellar located below ground. The Condominium will contain thirty-seven (37) residential units (the "Residential Units"); thirteen (13) Parking Units, thirty-six (36) Storage Spaces and three (3) commercial units (each a "Commercial Unit"). In addition, there will be a bike storage room in the cellar with spaces for 25 bicycles, which is inclusive of two (2) bicycle spaces that will be accessible for use by disabled persons. Sponsor is offering the Residential Units and the Parking Units for sale herein. All the Residential Units will be vacant and it is Sponsor's intention to offer the same for sale, vacant and not subject to any leases, tenancies or rights of occupancy. Prior to the Filing Date of this Plan, Sponsor has not entered into Purchase Agreements or accepted any deposits or advances of funds for the Residential Units hereof offered for sale herein.

Offering Units for Sale

There will be thirty-six (36) Residential Units available to be offered for sale by Sponsor (plus one (1) additional Residential Unit that will be sold to the Condominium Board to be used as a residence for the Resident Manager) and thirteen (13) Parking Units located in the Garage pursuant to this Plan. There will also be three (3) Commercial Units, which are not offered for sale pursuant to this Plan.

Sponsor is not required to offer all Residential Units for sale at all times and, subject to the provisions hereof, Sponsor is not offering 28 Residential Units for sale as of the date of the initial offering. Sponsor may offer Units in any order determined by Sponsor. However, at all times, prior to the date the Plan is declared effective, Sponsor will offer for sale at least fifteen (15%) percent of the total number of Residential Units in the Building. Sponsor has not committed to selling more than the 15% of Residential Units necessary to declare the Plan effective (*i.e.*, six (6) Residential Units). Notwithstanding the foregoing or anything implied herein to the contrary, the Plan may only be declared effective only based upon the sale of fifteen (15%) percent of the total number of anticipated Residential Units in the Condominium *i.e*. 37 Residential Units, rather than the number of Residential Units offered by Sponsor at any time before the Plan is declared effective. Any advertising material that contains percentages of Residential Units sold must calculate the percentage of Residential Units sold using the total number of anticipated Residential Units in the Condominium, *i.e*. 37 Residential Units, rather than the number of Residential Units offered at that time. In no event shall Sponsor enter into a lease agreement for any Residential Unit (other than a Commercial Unit or an Interim

Occupancy Agreement executed in connection with a Purchase Agreement), prior to the occurrence of the First Unit Closing.

The prices for each of the Residential Units presently offered for sale under the Plan are listed in Schedule A - Offering Prices and Related Information (Schedule A) and the prices for the Storage Spaces, the Bicycle Spaces are listed on Schedule A-1 and Schedule A-2, respectively) All fixtures and equipment described in the Plan are included in the offering price. **ALL PRICES HAVE BEEN SET BY SPONSOR AND THE SAME ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.**

Sponsor will amend the Plan when it begins to offer for sale the Residential Units that are not being offered for sale on the date of this Plan. However, as of the date of this Plan, there is no timeline for the release of the Residential Units onto the market. Sponsor's decision not to offer all of the of the Residential Units as of the date of this Plan will not impact the timetable for the projected completion of the amenities and services.

Sponsor will endeavor in good faith to sell all of the Residential Units rather than rent the same in a reasonably timely manner; however, there is no certainty as to the period of time that will be required to sell all of the Residential Units. *However, Sponsor reserves the unconditional right to rent rather than sell any of the remaining Residential Units after the First Unit Closing has occurred*. Because Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, Sponsor is not committed to selling more than the 15% of the Residential Units necessary to declare the Plan effective (*i.e*. six (6) Residential Units). Since Sponsor is not limiting the conditions pursuant to which it will rent rather than sell the Residential Units, Sponsor is *not committed to sell* more Residential Units than the 15% necessary to declare the Plan effective (*i.e.* six (6) Residential Units), owner-occupants may never gain effective control and management of the Condominium. As a consequence of the foregoing, residents of the Condominium may be comprised of Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be residents of the Building and that a significant portion of residents of the Building may not be Residential Unit Owners; for this reason a Residential Unit Owner seeking to resell or refinance a Residential Unit may also experience difficulty in obtaining a loan. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to selling more Residential Units than the fifteen (15%) percent of the Residential Unit necessary to declare the Plan effective, *i.e.* six (6) Residential Units. and owner-occupants may never gain effective control and management of the Condominium.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building be sold before a lender considers making a loan. Thus, it may be possible for a purchaser to have trouble obtaining a loan in a building or group of buildings where the sponsor or its designee has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be 70% or higher. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also

may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Sponsor reserves the right to sell five (5) or more Residential Units in the Condominium and purchasers of such block(s) of Units will become a "successor sponsor" under this Plan. A "successor sponsor" will have those additional rights and obligations (including the obligation to comply with all Legal Requirements) applicable to a "sponsor" or "successor-sponsor" as more fully described in the Plan including the assumption of the status and all the obligations of Sponsor for those Units to be sold pursuant to this Plan.

At Closing, each Purchaser of a Residential Unit will be required to contribute to the Working Capital Fund for the Residential Section. Such contribution, to be made at the time of Closing of the Unit, shall be an amount equal to two (2) months' Common Charges then in effect at the time of closing for each Unit purchased.

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against his or her Unit, interest and amortization payments on the mortgage, if any, which such Purchaser may, at his or her option, obtain, and charges for electricity consumed in his or her Unit.

The charges for electricity consumed by each Residential Unit Owner individually will be separately metered and billed to each Unit Owner by Con Ed. Water charges and sewer rents, assessed by The City of New York, will be billed to the Unit Owner as a Common Expense. The costs and expenses of central heat with respect to the Residential Section will be included in Residential Common Charges; Residential Unit Owners will be required to pay charges for electricity consumed by the fan coil HVAC Units for each Residential Unit which provides air conditioning and heating to each Residential Unit. Electricity in the Commercial Unit will be separately metered and water and sewer provided to the Commercial Units will be sub-metered. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Residential Unit. See the Notes to Schedule A with respect to the basis of such estimates. See Schedule B-1 for the projected Budget for Individual Energy Costs for the First Year of Condominium operation.

Resident Manager's Unit.

On or prior to the closing of title to all Residential Units offered herein, but in no event later than five (5) years following the date of the First Unit Closing, Sponsor will sell the Resident Manager's Unit, anticipated to be Unit 2A to the Condominium Board to be used as a residence by the Resident Manager (the "Resident Manager's Unit" or the "RMU"), The Purchase Price for Unit 2A will be $2,000,0000. Based on a total expense of $2,070,839.43 (a Purchase Price of $2,000,000.00 plus closing costs of $70,839.32). At the Closing of each Residential Unit, Purchaser thereof, as a closing cost of such Purchaser's Residential Unit, will be required to make a payment (each such payment, an "RMU Payment", and, collectively, the "RMU Payments") to the Condominium Board in an amount equal to such Residential Unit's pro rata share of the Purchase Price of the Resident Manager's Unit plus closing costs, as aforesaid, determined in proportion to the Residential Common Interest appurtenant to all Residential Units (other than the Resident Manager's Unit) and in the amount more particularly

set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan ("Schedule A"). ***See "Notes to Schedule A" in Part I of this Plan for more information***. The RMU Payment must be paid by official bank check or Purchaser's personal certified check payable to the Condominium Board, or by wire transfer of immediately available funds, if directed. Sponsor reserves the right to substitute a different Residential Unit for Unit 2A, to be sold to the Condominium Board as the Resident Manager's Unit, and in such case the Purchase Price of such different Residential Unit will be no more than 25% more than the Purchase Price of Unit 2A. Sponsor shall disclose any change in the Resident Manager's Unit being sold to the Condominium Board in an amendment to the Plan.

ALTHOUGH THE CLOSING OF TITLE TO THE RESIDENT MANAGER'S UNIT MAY NOT OCCUR UNTIL AFTER A PURCHASER HAS CLOSED ON HIS OR HER RESIDENTIAL UNIT, EACH PURCHASER OF A RESIDENTIAL UNIT WILL BE REQUIRED TO MAKE ITS RMU PAYMENT TO THE CONDOMINIUM BOARD AT SUCH PURCHASER'S CLOSING.

The RMU Payments shall be deposited in a segregated account separate from the account for the Working Capital Fund. At the closing of title to the Resident Manager's Unit, the Condominium Board shall use the RMU Payments to pay for a portion of the Purchase Price thereof. If, at the time of Closing, there are insufficient funds in the Condominium Board's accounts in which the RMU Payments have been deposited, the portion of the Purchase Price not covered by the RMU Payments (the "RMU Balance") will be payable by a promissory note made by the Condominium Board in favor of Sponsor (the "RMU Note") which will mature three (3) years after the closing on such Resident Manager's Unit. The RMU Note shall bear interest at an annual rate equal to the prime rate as published by Citibank, N.A. and shall require monthly payments of interest only on the outstanding principal balance. The outstanding principal balance together with any interest accrued thereon shall be due and payable by the Condominium Board at maturity (*i.e.,* on the third anniversary of the closing on the Resident Manager's Unit). The RMU Note will be secured by a mortgage creating a priority lien on the Resident Manager's Unit. Sponsor does not intend to refinance or extend the term of the RMU Note or the loan evidenced thereby at maturity. Purchasers are advised that refinancing by another lender may not be available and that, to repay the RMU Note at maturity, the Condominium Board may be required to assess the Residential Unit Owners.

If a Closing of a then Unsold Unit occurs after the date on which Sponsor conveys the Resident Manager's Unit to the Condominium Board, but while the RMU Note remains outstanding, Purchasers shall make the RMU Payment due at Closing to the Condominium Board, which payment shall be immediately remitted to Sponsor to reduce the principal balance of the RMU Note. If a Closing of a then Unsold Unit occurs after the maturity and satisfaction of the RMU Note, Purchasers shall be required make the RMU Payments to the Condominium Board at their respective Closings, which amounts shall be used to replenish the Condominium's account(s).

In the event the Condominium Board defaults under the RMU Note, including, but not limited to a default as the result of the Condominium Board's failure to pay the balance of the RMU Note that is due at maturity (other than by reason of Sponsor's failure to pay its monetary obligations to the Condominium Board), Sponsor may foreclose on the Resident Manager's

Unit and if the proceeds from the sale of such Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Residential Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's Unit and, accordingly, alternate arrangements will be necessary to house the Resident Manager in the Building or within such distance of the Building as is then required by law.

Storage Space Licenses and Bicycle Space Licenses Offered For Sale.

Each Purchaser of a Residential Unit may also purchase the use of a Storage Space and/or a Bicycle Space pursuant to a license agreement. Licenses for Storage Spaces and Bicycle Spaces will be offered only to purchasers of Residential Unit Owners and to Residential Unit Owners. Subject to the certificate of occupancy for the Building, Applicable Law, and the By-Laws, Storage Spaces and Bicycle Spaces may be used for accessory residential storage or for the parking/storage of bicycles, respectively, by a Residential Unit Owner or a tenant of a Residential Unit.

Sponsor hereby offers Purchasers the opportunity to purchase the rights to one of the Storage Spaces or one of the Bicycle Spaces pursuant to a license agreement (each such license being a "Storage Space License" or a "Bicycle Space License", and each such license agreement being a "Storage Space License Agreement" or a "Bicycle Space License Agreement", respectively) at the offering prices listed on Schedule A-1. The form of the Storage Space License Agreement and the Bicycle Space License Agreement, to be used for licensing the use of such Storage Spaces and Bicycle Spaces, to individual Unit Owners are included in Part II of this Plan as Exhibit G and Exhibit H, respectively The size of the Storage Spaces is disclosed on Schedule A-1. The Storage Space Room and the Bicycle Space Room in which the Storage Spaces and Bicycle Spaces, respectively, are each located in the Basement of the Building and the same are not climate controlled.

The price for each Storage Space License and each Bicycle Space is set forth on Schedules A-1 and A-2, respectively, in Part I of the Plan. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Holders of Storage Space Licenses or Bicycle Space Licenses, including Sponsor with respect to unsold Storage Space Licenses and unsold Bicycle Space Licenses, will be responsible for the payment of: (i) all costs and expenses associated with the operation of the Storage Spaces and/or the Bicycle Spaces; and (ii) monthly license fee to the Condominium, initially in the amount that appears on Schedule A-1 and A-2 (the "License Fees"), and any special assessments imposed by the Condominium Board related to such spaces. Following the First Year of Condominium Operation, the License Fees shall be subject to increase in an amount equal to no more than the percentage increase of the Common Charges paid by the Residential Unit Owners based upon budgets approved by the Board. Sponsor shall be liable to pay the monthly license fees and other costs of maintaining the Storage Spaces and/or the Bicycle Spaces, as the case may be, until such time when an initial Storage Space License or the initial Bicycle Space License, as applicable, is issued to a Purchaser.

The Condominium Board shall have, without limitation, the same rights, and remedies with respect to the collection of such License Fees as it does with respect to Common Charges and the Condominium Board shall have the right to file a common charge lien against the Residential Unit belonging to such Licensee. Sponsor makes no representation whatsoever regarding the future License Fees for Storage Spaces and/or Bicycle Spaces. Further, Sponsor make not representation as to the future availability of Storage Spaces and/or Bicycle Spaces.

Sponsor reserves the right to offer Purchasers of Residential Units as many Storage Space Licenses and Bicycle Space Licenses on a first-come, first-served basis until such time as all of the Storage Space Licenses and/or Bicycle Space Licenses have been purchased. Sponsor reserves the right to limit the number of Storage Space Licenses and/or Bicycle Space Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion. Storage Space Licenses and Bicycle Space Licenses will be sold only to Purchasers of Residential Units. Prospective Purchasers will be required to deliver a deposit in the amount of fifteen percent (15%) of the Purchase Price of the Storage Space License upon execution of a Rider to Purchase Agreement for the Purchase of a Storage Space License, the form of which is included in Part II of this Plan.

At or prior to delivery of the Storage Space License to a Purchaser, Sponsor hereby reserves the right, with or without prior notice to such Purchaser, to substitute the Storage Space designated in such Purchaser's Agreement (the "Original Storage Space") or in the Storage Space License Purchase Agreement therefor for an alternate Storage Space (the "Substituted Storage Space"), provided that such Substituted Storage Space is equally sized or larger than the Original Storage Space and provided further that any monthly license fees payable by such Purchaser to the Condominium in connection with such Substituted Storage Space are comparable per square foot to those payable in connection with the Original Storage Space. Any exercise of Sponsor's rights to designate a Substituted Storage Space shall not result in an increased deposit or Purchase Price due for such Storage Space License under the Agreement and shall not afford a Purchaser any abatement in Purchase Price or excuse a Purchaser from its obligations under its Agreement.

Storage Space Licenses and Bicycle Space Licenses may be purchased only by Purchasers or Owners of Residential Units and may thereafter only be licensed to Residential Unit Owners, except with respect to Sponsor or any holder of Unsold Residential Units. Upon the issuance of a Storage Space License and/or a Bicycle Space License to a Residential Unit Owner or the transfer of a Storage Space License or a Bicycle Space License to an assignee, such Residential Unit Owner or assignee, as applicable, shall provide the Managing Agent with a copy of the Assignment of the Storage Space License Agreement or the Assignment of the Bicycle Space License Agreement.

Purchasers may be required to consummate their purchase of use rights with respect to a license simultaneously with their Unit(s)' closing even though a TCO has not been issued (and access may not be available) for the areas of the Building designated for the Storage Spaces. In the event that any Purchaser is required to close on their Storage Space and/or Bicycle Space prior to the issuance of a TCO or such time when access to the Storage Room and/or the Bicycle Storage Room is made available to Purchaser, all funds paid for the Storage Space License and/or Bicycle Space License will be held in escrow by Sponsor's attorneys until

such time as the Storage Space and/or the Bicycle Space is covered by a TCO or a PCO and is made available to the Unit Owner.

As set forth in Section 6.19.1 of the By-laws, Sponsor shall have the exclusive right to issue the initial Storage Space License and the Bicycle Space License for each of the Storage Spaces and the Bicycle Spaces, respectively. Any proceeds received for the initial issuance of the Storage Spaces and the Bicycle Spaces shall be the sole property of Sponsor. Following the issuance of the initial license for each Storage Space and Bicycle Space, the same may be assigned by the licensee thereof to either another Residential Unit Owner or Purchaser of a Residential Unit, including the Residential Unit being sold by the licensee thereof.

To protect the security of the Building, any Licensee of a Storage Space of a Bicycle Space must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restrictions shall not apply: (i) to Sponsor or its successor (and Sponsor may permit the use of any unlicensed Storage Space or Bicycle Space by any party); or (ii) to the Board, as licensee, or its successors.

Parking Units.

Sponsor is also offering thirteen (13) Parking Units for Sale pursuant to this Plan, which may be purchased *only* by a Purchaser of a Residential Unit or a Residential Unit Owner. The Parking Units will be offered for sale in such order as may be determined by Sponsor in its sole discretion. Persons who purchase a Parking Unit, will execute a rider to their Agreement, in the form included in Part II of this Plan. Parking Units may be used solely for accessory parking only by a Residential Unit Owner or a tenant of a Residential Unit. In no event may any Parking Unit be used as a dwelling space or for storing property other than a motor vehicle intended for private use or for any property, including property stored in an automobile parked in the Parking Unit that: (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. No materials that pose a health or safety threat or which otherwise create a nuisance may be stored in any Parking Unit or in any vehicle parked in a Parking Unit. Doing so may result in a violation placed against the Building by the Department of Buildings that will be the obligation of the Parking Unit Owner who created such condition to remove.

A Parking Unit may be used only for accessory parking, as defined in the Zoning Resolution; provided, however, Unsold Parking Units may be used for any legally permitted purpose, subject to Article 10 of the Declaration and the certificate of occupancy. Except with respect to Unsold Parking Units, Parking Units may be leased by the Unit Owners thereof to tenants of Residential Units only and for periods of one year or longer, as provided in the By-Laws. Except with respect to Unsold Parking Units, Parking Units may be leased by the Unit Owners thereof to tenants of Residential Units only and for periods of one year or longer, as provided in the By-Laws. Unsold Parking Units may be leased by Sponsor or by a successor owner of Unsold Parking Units for periods of not less than one week and not more than one month. In the event that any Unsold Parking Unit is licensed for use by a non-resident of the Building, Sponsor shall make the same available upon thirty (30) days after written notice from any resident of the Building. In the event that Sponsor elects to license any Unsold Parking

Unit to a resident, any such license agreement will be on a month-to-month basis only, with Sponsor reserving the express option to terminate such license agreement if the Parking Unit is sold in accordance with the terms of the Plan.

During the First Year of Operation or within the twelve (12) months thereafter, it is anticipated that the Parking Units, the Storage Spaces and the Bicycle Spaces may not be complete or available for use by Purchaser following the closing of title to any specific Residential Unit. However, a Purchaser who has executed a rider to his or her Agreement to purchase a Parking Unit, a Storage Space, and/or a Bicycle Space will be required to complete the purchase of its Residential Unit, inclusive of the purchase of any Parking Unit, Storage Space or Bicycle Space which such Purchaser has contracted to purchase, without credit or offset, notwithstanding that the subject Parking Unit, Storage Space and/or Bicycle Space is not substantially complete, not yet covered by a temporary certificate of occupancy or not available for Purchaser's use at the time of the closing of such Purchaser's Residential Unit. Notwithstanding the fact that the applicable Parking Unit, Storage Space and/or Bicycle Space is not available for use by Purchaser, at Closing, Purchaser shall deposit into escrow, with Sponsor's attorneys, the balance of the purchase price for the Parking Unit, the Storage Space and/or the Bicycle Space, as appliable, and such amount, together with the Contract Deposit for the relevant Parking Unit, Storage Space and/or Bicycle Space, as applicable, shall be held in escrow by Escrow Agent and shall not be released to Sponsor until the subject Parking Unit, Storage Space, and/or Bicycle Space, as the case may be, is covered by a temporary certificate of occupancy and the same is made available to Purchaser. Furthermore, until the use of a Parking Unit, Storage Space or Bicycle Space, as the case may be, is made available to its Purchaser, Sponsor shall remain responsible for the Common Charges and real estate taxes as to any Parking Unit, and the applicable monthly license fees for the subject Storage Space and or Bicycle Space.

Residential Common Elements; Amenities.

The Condominium will include certain amenity spaces designated as Residential Common Elements that will be for the use of the Residential Unit Owners including: (i) a resident lounge; a dining room and catering kitchen/pantry, a game room with a nook for game storage and a children's playroom located on Floor 3; (ii) two (2) Common Roof Terraces, one located on the roof set back above Floor 6 and adjacent to Floor 7 and the other located above the main roof of the Building above the Floor PHA; and (iii) a fitness center, a spa and steam room, a screening room, a music room, a "maker" room and a pet spa to be located in the basement of the Building. The Amenities will be designated as Residential Common Elements and will be available on a non-exclusive basis to the owners of the Residential Units.

Limited Common Elements.

Certain Residential Units will have private outdoor spaces that will be designated as a Limited Common Element, which are located adjacent to and are appurtenant to such Residential Units. Such outdoor spaces shall include balconies (each a "Balcony", more than one, "Balconies") terraces (each a "Terrace" and more than one, "Terraces") and loggias (each a "Loggia" and more than one, "Loggias", and collectively, with the Balconies and Terraces,

each a "Private Outdoor Space", as collectively, "Private Outdoor Spaces). Such Private Outdoor Spaces shall be for the exclusive use of the Residential Unit Owner of the Residential Unit to which such Terrace, Loggia and/or the Balcony, is appurtenant, subject to the right of the Residential Board to regulate its use in accordance with the By-Laws and the Rules and Regulations. The Private Outdoor Spaces may be used solely for passive recreational purposes. Applicable law and regulations currently prohibit barbecuing on the Balconies and the Loggias. Purchasers who are purchasing Units with Private Outdoor Spaces should note that there are restrictions regarding barbequing on Private Outdoor Spaces that may apply.

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to his or her Unit and is entitled to the exclusive possession thereof. He also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the Common Elements. Primary responsibility for operating the Condominium is vested with the Residential Board which is elected by the Residential Unit Owners and the Parking Unit Owners and the Condominium Board, which is elected by the Unit Owners, as described herein and in the By-Laws. Each Unit Owner is obligated to comply with the Declaration and the By-Laws and the Residential Unit Owners and Parking Unit Owners shall also comply with the rules and regulations promulgated by the Residential Board.

Each Residential Unit Owner will be solely responsible for the cost of maintenance and interior repairs of his or her Unit, and for maintaining casualty insurance with respect to the personal property within his or her Unit and liability insurance with respect to occurrences in or about his or her Unit. A Unit Owner is required to pay monthly Common Charges, which are assessed by the Condominium Board for the operation and maintenance of the Condominium in accordance with Sections 339(i) and (m) of the Condominium Act. Each Unit Owner is obligated to comply with the Declaration, the By-Laws and the Rules and Regulations of the Condominium and other policies implemented by the Condominium Board or the Residential Board, as may be permitted by the Declaration and the By-Laws.

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage his or her Unit with such lender and in such amount as he or she chooses. However, Sponsor makes no representations regarding the availability of mortgage financing for any Unit. There are no limitations or restrictions upon the rights of Sponsor to mortgage Unsold Units. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

A Unit Owner may decorate the interior of his or her Unit in any way he or she desires, subject to compliance with the By-Laws, the Rules and Regulations and Applicable Law, and will be solely responsible for the cost of maintenance and interior repairs to his or her Unit after Closing.

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 his or her Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units. In the opinion of counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Unit

Owner who itemizes deductions may be eligible, under present law, to deduct from his or her income for income tax purposes, his or her real estate taxes and the interest paid on his or her mortgage, subject to certain exceptions and limitations discussed in the "Counsel's Income Tax Opinion Letter" *See also Section entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium."* Also, each Unit Owner will pay for the cost of all electricity which he or she utilizes within his or her own Unit for lighting, heating, hot water, air-conditioning and appliances, which charges will be billed directly to the Unit Owner by Con Edison.

With certain exceptions, any sale or lease of a Unit will be subject to a right by the Condominium Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. Sponsor and its successors may sell or lease any Unsold Unit, without any restriction or limitation.

Condominium Governance.

The affairs of the Residential Section will be governed by a Residential Board of Managers (the "Residential Board" shall consist of three (3) persons elected by the Residential Unit Owners and the Parking Unit Owners, which shall have all requisite power and authority to act as to all matters that affect only the Residential Section, the Residential Units, the Residential Common Elements, the Parking Units, the Parking Common Elements and the Garage, subject only to rights of Sponsor with respect to any Unsold Units. The Residential Board shall have the right to establish the "Residential Common Charges" and "Parking Common Charges", which shall be used to pay for the Residential Common Expenses and the Garage Expenses, respectively, for the operation of the Residential Common Elements and the Garage, that are to be the responsibility of the Residential Unit Owners and the Parking Unit Owners, respectively.

There will also be a Condominium Board which shall consist of three (3) persons, two (2) who will be designated by the members of the Residential Board and one (1) person who will be designated by the Commercial Unit Owner, or the Commercial Board (if the same exists), as may be applicable. The Condominium Board shall be responsible to maintain the General Common Elements and procure and maintaining the insurance coverage for the Condominium.

All determinations which affect: (a) only the Residential Units, the Parking Units, the Garage and the Limited Common Elements appurtenant to either the Residential Units and/or the Parking Units and do not adversely affect the Commercial Unit and/or the Limited Common Elements appurtenant thereto or the use of the Commercial Unit for the permitted purposes thereof, shall be made exclusively by the Residential Board or the Residential Board member(s), if applicable; and (b) only the Commercial Unit and do not adversely affect the Residential Units and/or the Limited Common Elements appurtenant thereto or the use of the Residential Units for the permitted purposes thereof, shall be made exclusively by the Board member appointed by the Commercial Unit Owners, in the aggregate, or the Commercial Board, if the Commercial Unit Owners have constituted the same. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Units and/or the Parking Units and materially

and adversely affects the Commercial Unit, or (ii) relate to the Commercial Unit and materially and adversely affects the Residential Units and/or the Parking Units or the Residential Common Elements and/or the Garage, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

Sponsor will control the Residential Board and the Condominium Board until the earlier of: (i) the Closing of title with purchasers under the Plan to all of the Units or (ii) five (5) years after the First Unit Closing, whichever is first to occur (the "Initial Control Period"). During the period that Sponsor controls the Residential Board, Sponsor will have control of maintenance and services to be provided to Unit Owners and will determine the Common Charges to be paid by the Residential Unit Owners. Sponsor may exercise veto power over expenses until the earlier of: (i) a period ending not more than five (5) years after the First Unit Closing or (ii) whenever the Common Interest appurtenant to the Unsold Units is less than 25 percent. After the Initial Control Period, Sponsor, as owner of Unsold Units, shall have the right to designate one (1) member of the Residential Board for so long as Sponsor owns at least one Unsold Residential Unit.

Sponsor will continue to have a voice in governance due to it's right to designate a specified minority of the Residential Board for so long as Sponsor owns one or more Unsold Units. Moreover, Sponsor and any other non-resident Unit Owners will at all times have the same rights as resident Unit Owners to vote on issues that require the approval or consent of Unit Owners, e.g. the exercise of the Condominium Board's Right of First Refusal to purchase or lease a Unit or to borrow money in excess of $250,000 in any Budget Year, subject to adjustment in accordance with the Consumer Price Index. The cost of Special Form, Fire, multi-peril and liability insurance covering the Common Elements is included with other items as part of the Common Charges. As required pursuant to Section 6.2.6 of the By-Laws, after the closing of title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the fixtures, equipment, improvements and personal property situated within his or her Unit, as well as liability insurance with respect to occurrences in or about the Unit.

Generally, the cost of operating the Building will be borne entirely by the Unit Owners in proportion to their respective Common Interests. As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Typically, Common Charges will increase as cash requirements rise due to inflation and other factors. Such charges will be assessed against Unit Owners in proportion to their respective Common Interests in accordance with Sections 339-i and 339-m of the Condominium Act. The estimated Common Charges for each Residential Unit and Parking Unit offered for sale hereunder for the first year of condominium operation are set forth on Schedules A and A-3, respectively.

There are no limitations on who may purchase Units, provided however, all Purchasers must comply with all applicable Federal Laws. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, an association, a trust or any other entity which is permitted to take title pursuant to New York law.

Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Residential Board, the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute (a) a Purchase Agreement for any Unit, and (b) a Purchase Agreement or Purchase Agreements, as the case may be, for more than one Unit to any one person or entity; provided, however, that, in either event, Sponsor shall not discriminate against any person because of his or her race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required contract deposit thereunder. ***See Section entitled "Procedure to Purchase" for more details.*** Sponsor will not accept an offer of purchase from an individual younger than eighteen (18) years of age or who is incompetent under law.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING A PURCHASE AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-Laws and the Condominium Act. The same includes the following:

"Additional Deposit" shall mean the additional deposit in an amount equal to ten (10%) percent of the Purchase Price payable on the fifteenth (15th) day following the Presentation Date of the amendment declaring the Plan effective.

"Adverse Effects" or "adverse effects", as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit owner or Unit Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners, (ii) materially interfere with such Unit Owner's access to his or her Unit, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit, or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of his or her Unit.

"Ancillary Amenities" shall collectively refer to the Storage Spaces and Bicycle Spaces which are offered to be licensed to owners of Residential Units.

"Applicable Law" or "Legal Requirements" means the laws, statutes, treaties, rules, codes, ordinances, and regulations of any or all of the federal, state, city, county and local governments and rules, regulations, orders and/or directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities having jurisdiction over the Condominium, the Property or any part thereof, including Common Elements and the Units, and/or the direction of any public officer pursuant to any such laws, and to the extent a Unit Owner and/or the Board, the Property or any part thereof, including any Unit or any part of the Common Elements, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any such governmental authorities. shall mean all Applicable Law and regulations promulgated by any governmental authority having jurisdiction over the Building or the Condominium.

"Automated Parking System" shall mean the automated system which lifts automobiles from the port cochere to the Garage.

"Balcony" or "Balconies" shall mean individually a balcony and more than one (1) balconies adjacent and appurtenant to certain Residential Unita and are designated as Limited Common Elements of such Units.

"Building" shall mean the building and improvements including above and below grade segments and situated on the Land.

"Building Code" shall mean the building code promulgated by the New York City Department of Buildings.

"Building Department" shall mean the Department of Buildings of The City of New York or any successor agency.

"Bicycle Spaces" shall mean the spaces available to be licensed by the Residential Unit Owners and/or their tenants for the bicycle storage.

"Bicycle Space Licenses" shall mean the license agreements between the Residential Board and the Residential Unit Owners who license the Bicycle Spaces.

"Bicycle Storage Room" shall mean the room in the Basement of the Building in which the Bicycle Spaces are located.

"By-Laws" shall mean the By-Laws governing the operation of the Condominium, which are set forth as Exhibit D to the Declaration (and as Exhibit J to the Plan), as the same may be amended from time to time pursuant to the terms thereof.

"Closing of Title" or "Closing" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed to a Purchaser by the delivery by Sponsor to a Purchaser of a deed upon payment by a Purchaser to Sponsor of the balance of the purchase price for the Unit.

"Commercial Board" shall mean a Board created by the Commercial Unit Owners to govern the affairs of the Commercial Section.

"Commercial Section" shall mean that portion of the Building that contains the Commercial Units and the Commercial Common Elements.

"Commercial Unit(s)" shall mean individually one of the three (3) Units each designated in the Declaration as a Commercial Unit, as the same may be divided or combined in accordance with the Declaration and By-Laws.

"Commercial Unit Owner" shall mean an owner of the Commercial Unit, as the same may hereafter be subdivided.

"Common Charge Abatement Period" a period, which may be determined in the sole discretion of Sponsor, during which Sponsor agrees to abate all or a portion of the Common Charges that would otherwise be payable by the Unit Owners.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, *pro rata*, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements and the Limited Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair,

maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of the Common Interest percentages appurtenant to all Units equals 100 percent. The Common Interest attributed to each Unit is set forth on Exhibit B annexed to the Declaration.

"Common Roof Terraces" each a "Common Roof Terrace" shall mean those two (2) terraces that are intended for the use of all Residential Unit Owners. The 7th Floor Terrace is located on the roof setback above the sixth floor (the "7th Floor Terrace") and the roof terrace is located on the roof of the Building above the 18th Floor (the "Roof Terrace").

"Condominium" shall mean the "200 West 88th Street Condominium" which will be established pursuant to the terms of the Declaration and which will be governed pursuant to the terms of the By-Laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" or "Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Contract Deposit" shall mean all deposits, down-payments, advances or payments made by Purchasers prior to the closing of each individual transaction, including without limitation.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time, the form of which is set forth in Part II of the Plan.

"Department of Buildings" or "DOB" shall mean the New York City Department of Buildings.

"Department of Law" shall mean the New York State Department of Law.

"Disabled Parking Permit" shall mean a permit issued by the New York State Department of Motor Vehicles which confirms that the individual to whom such permit is issued meets the requirements and is eligible to use a parking space designated for use by Disabled Persons.

"Disabled Parking Unit" shall mean Parking Unit 5, which Parking Unit is designated as the Parking Unit for use by Disabled Persons and is subject to certain restrictions set forth in the Plan, the Declaration, and the By-.Laws.

"Disabled Parking Unit Owner" shall mean the Unit Owner that owns the Disabled Parking Unit.

"Disabled Residential Unit Owner" shall mean a Residential Unit Owner who has been issued a parking permit for Disabled Persons by the New York State Department of Motor Vehicles.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety or the Property.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as applicable, for filing.

"Fire Alarm System" shall mean the code compliant fire alarm system that will monitor the fire alarm devices installed throughout the Building and will include mechanisms to unlock those fail-safe electric locks installed on Fire Doors installed at entrances to the stair halls.

"Fire Code" means the New York City Law that establishes fire safety requirements for buildings and businesses in New York City.

"Fire Doors" mean fire rated doors installed at the entrances to the Residential Units, the stair halls, and the corridors, but in certain instances herein refer specifically to those Fire Doors installed in the Private Elevator Lobbies at the entrances to the stair halls.

"First Closing" or "First Unit Closing" shall mean the Closing of Title with respect to the first Residential Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." First Year's Budget is sometimes referred to herein as "Schedule B."

"First Year of Condominium Operation" or "First Year" shall mean the first year in which Building operates as a Condominium.

"Floor Plans" shall mean the floor plans of the Units certified by a professional engineer or licensed architect, filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"Full Floor Unit" shall mean Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE.

"Garage" shall mean the parking garage located on Floor 2 of the Building in which the Parking Units are located.

"Garage Expenses" shall mean the expenses associated with the operation and maintenance of the Garage and the Parking Units more particularly described in Schedule B herein. "General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration.

"Initial Deposit" shall mean the initial deposit tendered by Purchaser at such time when Purchaser executes and submits a Purchase Agreement.

"Initial Control Period" shall mean the period ending on the earlier of: (i) the closing of title with purchasers under the Plan to Residential Units having at least 75 percent of the aggregate Common Interest appertaining to all Residential Units, or (ii) five (5) years after the First Closing.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of The City of New York as Block 1235; Lots 33, 34, 24 and 36, expected to be known as Block 1235; Lot 36 and more particularly described on Schedule A to the Declaration.

"Legal Requirements" shall mean those requirements of those government agencies having jurisdiction.

"Lien Law" as used herein shall mean Section 71-a(3) of the New York Lien Law.

"Limited Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of Unit Owners of one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration.

"Loggia" or "Loggias" shall mean individually a Loggia and more than one, Loggias, which are covered outdoor spaces appurtenant to certain Residential Unita and are designated as a Residential Limited Common Elements of such Units for the exclusive use of the Unit Owners thereof.

"Managing Agent" shall mean the managing agent or manager of the Building at the time in question.

"Mansion Tax" shall mean the additional transfer tax payable by purchasers with respect to the acquisition of residential real property in New York State having a purchase price of more than $1,000,000.00.

"Maximum Car Dimensions" shall mean the maximum dimensions of a vehicle that may be accommodated in a Parking Unit which shall equal a maximum width 7 feet six inches, a maximum length of 17 feet 9.5 inches and a maximum height of approximately 8 feet six inches.

"NYC RPTT" shall mean the New York City Real Property Transfer Tax that is payable on the conveyance of real estate in New York City.

"NYS RETT" shall mean the New York State Real Estate Transfer Tax.

"Offering Plan" or "Plan" shall mean this plan for the offering of Units and amenities located in the 200 East 88th Street Condominium, as accepted for filing by the New York State Department of Law, as the same may hereafter be amended from time to time.

"Original Storage Space" shall mean the Storage Space designated to be purchased in a Purchaser's Purchase Agreement.

"Parking Unit(s)" shall mean, individually or collectively, as applicable, the thirteen (13) parking spaces located in the Garage on Floor 2 that are being offered for sale pursuant to this Plan.

"Parking Common Elements" shall mean those portions of the Garage that are for the non-exclusive use of the Parking Units Owners.

"Parking Common Interest: shall mean the percentage of interest in the Parking Common Elements assigned to each of the Parking Units.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws.

"PCO" shall mean the final certificate of occupancy for the Building.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing the Department of Law.

"Private Elevator Lobby (ies)" shall mean those Private Elevator Lobbies, each a Private Elevator Lobby, which constitute a portion of Residential Units designated as Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE.

"Private Outdoor Spaces" shall mean those Balconies, Terraces and Loggias that are adjacent to a Residential Unit and are designated as a Limited Common Elements appurtenant thereof.

"Property" shall mean the Land, the Building (and any structures attached thereto), all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement" shall mean the agreement to purchase a Residential Unit pursuant to the Plan.

"Purchaser" shall mean a purchaser of a Residential Unit pursuant a Purchase Agreement.

"Register's Office" shall mean the New York County Office of the Register of The City of New York.

"Reciprocal Parking Easement" shall mean the easements contained in each Parking Unit Deed that grant to all of the other Parking Unit Owners, on a non-exclusive basis, the right to use such Parking Unit in the event that a vehicle belonging to another Parking Unit Owner is placed in such Parking Unit by the Automated Parking System.

"Resident Manager" shall mean the individual who will be employed by the Condominium Board and will reside in the Building who will perform the duties of a building superintendent and a handyman.

"Resident Manager Unit" or "RMU" shall mean the Residential Unit designated as a residence for the Resident Manager, intended to be Unit 2A.

"RMU Note" shall mean the purchase money notice to be given by the Condominium Board to the Sponsor as a portion of the purchase price for the Resident Manager's Unit.

"RMU Payment" shall mean the payment to the Condominium Board to be made by each of the purchasers of the Residential Units to be used by the Condominium Board for the purchase of the Residential Unit.

"Residential Board" shall mean the three (3) member Board elected by the Residential Unit Owners to govern the affairs of the Residential Section of the Condominium.

"Residential Common Interest" shall mean the interest in the Residential Limited Common Elements allocated to each Residential Unit.

"Residential Section" shall mean the portion of the Building that contains the Residential Units, the Residential Common Elements, and the Residential Limited Common Element and the Parking Units and the Parking Common Elements.

"Residential Unit" shall mean any Unit designated as a Residential Unit in the Declaration, and all such Residential Units are, collectively, referred to as the "Residential Units" and intended to be used as residences.

"Residential Unit Owner" shall mean any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners".

"RAMSA" shall mean Robert A.M. Stern Architects, the design architect for the Building.

"Roof Terrace" shall mean the terrace on the roof of the Building that is designated as a Residential Common Element for the use of the Residential Unit Owners. "Rules and Regulations" shall mean the rules and regulations made in accordance with the By-Laws.

"Schedule A" shall mean the section of the Plan entitled Schedule A , Offering Prices and Related Information."

"Schedule A-1" shall mean the schedule included in the Plan which sets forth the Offering Prices and Related Information for the Storage Spaces.

"Schedule A-2" shall mean the schedule included in the Plan which sets forth the Offering Prices and Related Information for the Bicycle Spaces.

"Schedule B" shall mean the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." Schedule B is sometimes referred to herein as the "First Year's Budget."

"Schedule B-1" shall mean the section of the Plan entitled "Schedule B-1 - Estimated Cost of Unit Operation for the First Year of Condominium Operation".

"Selling Agent" shall mean Brown Harris Stevens Marketing LLC, a real estate broker licensed in the State of New York, retained by Sponsor to market and procure purchasers of the Residential Units.

"Smoking" shall mean the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes.

"Smoking Policy" shall mean the Smoking Policy for the Condominium which provides that the Condominium will be a "Smoke Free" building and that inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes shall be prohibited in all areas within the Building.

"Sponsor" shall mean Amsterdam 88 LLC.

"Storage Room" shall mean the room in the basement level of the Building in which the Storage Spaces are located.

"Storage Space Licenses" shall mean the license agreements between the Residential Board and the Residential Unit Owners who license the Storage Spaces.

"Storage Space(s)" shall mean the one of the 36 storage spaces located in the Storage Room that is situate in the Basement, each a "Storage Space".

"Substituted Storage Space" shall mean a Storage Space substituted by Sponsor for the Original Storage Space included in a Purchaser's Purchase Agreement.

"Temporary Certificate of Occupancy" or "TCO" shall mean a temporary certificate of occupancy for a portion of the Building which is issued by the NYC DOB before the Building is eligible for a PCO.

"Tenant Protection Plan" or "TPP" shall mean, in each instance, a tenant protection plan filed with and approved by the NYC Department of Buildings for the protection of residents in buildings where construction work is occurring.

"Terrace" of "Terraces" shall mean individually the terrace appurtenant to certain Residential Units which will be designated in the Declaration as a Limited Common Element appurtenant to such Residential Units.

"Total Amount of Offering" shall mean the total projected selling price to be received for the sale of all of the Residential Units, the Parking Units and the Ancillary Spaces.

"OBBBA" shall mean the One Big Beautiful Bill which is Federal legislation that became law on July 1, 2025.

"Transfer Taxes" shall mean the NYC RPTT, the NYS RETT, the Additional Tax and het Supplemental Tax.

"Unit" shall mean any space designated as a Unit in the Declaration together with its Common Interest. All Units in the Condominium are collectively referred to as the "Units".

"Unit Owner" shall mean any owner of a Unit. All such owners of Units are, collectively, referred to as "Unit Owners."

"Unsold Unit" shall mean those Residential Units not sold to a Purchaser under this Plan, including any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee at the time in question, or a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more principals of Sponsor is a member.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Construction of the Building.

The Condominium will be housed in a new building which will include the Residential Units, the Parking Units, and the Commercial Units, will be completed substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of The City of New York and all other Applicable Law.

Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth in the Description of Property in Part II of the Plan, items of equal or better quality. Moreover, Sponsor shall not be obligated to correct and shall have no liability or responsibility to any Purchaser for, and no Purchaser shall be entitled to any reduction in or credit against the purchase price of his or her Residential Unit or otherwise relieved from performing his or her obligations under the Agreement as a result of an immaterial inaccuracy or error in the floor plans or specifications for such Residential Unit as set forth in Part II of the Plan. Notwithstanding the foregoing, any material change shall be set forth in an amendment to the Plan, and no such amendments, modifications or substitutions may be made if the same would materially adversely affect any Purchaser who has delivered a Purchase Agreement which has been countersigned by Sponsor and returned to Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of building systems, conflicts with structural members or elements, conforming with Applicable Law, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices exists), and in such event, Sponsor will, in the amendment disclosing such change and shall serve such amendment on Purchasers. Any such changes that are not both material and adverse will not give rise to the right of a credit or rescission.

Sponsor retained Isaac & Stern as the architects of record and such firm prepared the Description of Property that appears in Part II of the Plan. Robert AM Stern, Architect ("RAMSA") designed the Building in its capacity as the Design Architect. McNamara Salvia was engaged by Sponsor as the Structural Engineers and A&D Engineering PLLC serves as the mechanical engineer.

The Building incorporates sophisticated mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Residential Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Board with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury residential buildings and in compliance with Applicable Law. Sponsor is neither responsible nor can Sponsor make any guarantees regarding the level of noise or odors resulting from the operation of the Building or the Units.

New York City Local Law 97 of 2019 is applicable to the Building. The Building was designed to comply with the requirements of Local Law 97 including the emissions limits which become effective in 2030 and 2050. Buildings that fail to meet such compliance standards may be subject to steep fines and penalties, which may increase Common Charges. Purchasers should discuss this provision with their attorneys prior to executing a Purchase Agreement.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions including, without limitation, COVID-19 or other public health emergency or pandemic, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Residential Units to begin on or about July 1, 2027.

Prospective Purchasers should note, however, that the Residential Units will be completed at various times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Residential Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25 percent or more; or (ii) the First Closing does not occur within twelve (12) months after July 1, 2027, the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the Presentation Date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Contract Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. Notwithstanding the foregoing, in no event shall any Purchaser be deemed to have waived any rights available to a Purchaser pursuant to Article 23-A of the General Business Law. As set forth in the Section of this Plan entitled "Effective Date", no closing of title to any Unit will take place prior to the Plan being declared effective.

Prospective Purchasers are advised that until the later of: (i) six (6) months after the First Unit Closing; or (ii) the closing of title to and occupancy of at least 50 percent of the Residential Units, some of the services and facilities described in the Plan may not be available including, but not limited to, the trash room located in the Basement level of the Building. Such facilities and services will all be available on a date that is no later than six (6) months following the First Unit Closing or following the Closing of title to and occupancy of at least 50 percent

of the Residential Units, whichever is first to occur, and the same will be made available by Sponsor to Purchasers of Residential Units even in the event that Sponsor elects to rent one or more of the Unsold Units (which may not occur before the First Unit Closing). The Common Charges payable by the Unit Owners reflect the costs to operate the Building when fully occupied. However, as stated herein, Sponsor may elect to waive all or a portion of the Common Charges prior to the date on which the Building is fully occupied may be reduced accordingly to reflect the corresponding diminished expenses of the Condominium.

Accordingly, Sponsor is reserving the right to delay the collection of Common Charges and License Fees, or a portion thereof, for a period to be determined by Sponsor, in Sponsor's reasonable discretion. During any such period of delay (a "Common Charge Abatement Period"), Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums. Such expenses shall not include expenses that are the responsibility of individual Unit Owners, *e.g.* real estate taxes, utility charges, cable charges, etc. At such time when the collection of Common Charges and License Fees commences, there shall be no assessment for any line item in the budget for the Condominium contained herein. Regardless of the delay in the collection of Common Charges and License Fees, Sponsor shall remain obligated to amend the budget for the Condominium as required by law and the applicable regulations. If Sponsor elects to defer the collection of Common Charges and License Fees or any portion thereof, 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 to inform subsequent Purchasers that a Common Charge Abatement Period has occurred. Any such amendment shall also disclose the duration and/or the anticipated duration of any such Common Charge Abatement Period. In addition, those Purchasers who close on their Units after the expiration of the Common Charge Abatement Period will not receive any credit or other reduction in the Common Charges and License Fees that are payable by them. Prior to the expiration of the Common Charge Abatement Period, Sponsor will send written notice to all Unit Owners of the expiration thereof at least thirty (30) days prior to the commencement of collection of Common Charges and License Fees. Thereafter, Sponsor will disclose the date on which the Common Charge Abatement Period expired in the next substantive amendment to the Offering Plan.

Property and Improvements - General Description

The Condominium will be housed in a new Building being constructed on the Land. The Building will be composed of eighteen (18) stories above ground. The Building will contain thirty-seven (37) Residential Units (including one (1) Residential Unit intended to be occupied by the Resident Manager, thirteen (13) Parking Units, thirty-six (36) storage spaces and twenty-five (25) bicycle spaces to be situated in a storage room and bicycle storage room, respectively, each located in the Basement and designated as a Residential Common Element. The portion of the Building that contains the Residential Units, the Residential Common Elements (defined below), and the Parking Units and the Parking Common Elements (as herein defined) shall be known as the "Residential Section" and the portion of the Building that contains the Commercial Unit and the Commercial Common Elements shall be known as the "Commercial Section".

There will be one (1) residential unit on the 2nd floor, three (3) residential units per floor on the 3rd through 11th floors, two (2) residential units per floor on the 12th and 13th floors, and one (1) residential unit per floor at 14th, 15th, 16th, 17th, and 18th floors, which floor have "marketing floor" designations, as follows: Floor 13 (marketing "14"); Floor 14 (marketing "PH E"); Floor 15 (marketing "PH D"); Floor 16; Floor 17 (marketing "PH B"); and Floor 18 (marketing "PH A"). Purchasers should note that the Condominium Floor Plans to be recorded in the City Register's Office will reflect the construction floor designations as the same appears in the approved plans filed with the New York City Department of Buildings The Building will also contain a cellar, which shall also be known as the basement floor, which will include the utilities and certain building services and amenities.

There will also be three (3) Commercial Units located on Floor 1. The Commercial Units are not offered for sale pursuant to this Plan. If Sponsor elects to sell one or more of the Commercial Units prior to the First Unit Closing, Sponsor may obtain a "No Action Letter" permitting such Unit to be conveyed prior to the First Unit Closing, in which event Sponsor will amend the Plan.

Detailed descriptions of the Residential Units are set forth in the Declaration and in the Description of Property contained in Part II of the Plan. The location in the Building and the size, layout, and approximate square footage of the Units and any adjacent Private Outdoor Spaces are shown on the Floor Plans which appear in Part II of the Plan. Such Floor Plans are subject to the rights of Sponsor or a successor owner of the Unsold Units to combine two or more Unsold Residential Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I, the Section entitled "Changes in Prices and Units" hereof. Any Floor Plan or sketch shown to a Purchaser, including those set forth in this Plan are only an approximation within reasonable tolerances of the dimensions and layout of each Unit. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for his or her Unit or otherwise be relieved of any obligations under the Agreement, by reason of a non-material inaccuracy or error in the Floor Plans. The calculations of square footage that appear in Schedules A and A-1 are only approximations within reasonable tolerances for the purposes of marketing the Residential Units and the Storage Spaces and may not represent the actual square footage of the same. The method of calculating the square footage of the Units does not accurately represent the interior space in the Unit and exaggerates the square footage of the Units. No such variation will affect a Purchaser's obligations under the Purchase Agreement or the Plan unless the net square foot area of the Unit as set forth on Schedule A determined in accordance with the methodology described herein is materially diminished (excluding interior partitions). If exact square footage is a concern for a Purchaser, Purchaser should have the Unit in question independently measured. Purchasers waive and disclaim any rights to rescind their Agreement and any and all other claims against Sponsor resulting from alleged non-material discrepancies in the square footage of any Residential Unit.

Except as otherwise provided herein, each Residential Unit offered for sale by Sponsor is completely equipped and contains all major fixtures and appliances normally associated with a residential condominium unit. Each Unit will contain a refrigerator-freezer, range, garbage disposal, microwave oven, dishwasher, and a clothes washer and dryer.

Residential Units.

A Residential Unit may be used only as a residence and, subject to compliance with the By-Laws, for a lawful home occupation, as defined in the Zoning Resolution; provided, however, Unsold Residential Units may be used for any legally permitted purpose, subject to the Declaration, the By-laws and the certificate of occupancy. Except with respect to Unsold Residential Units, the Residential Units may be leased by the Unit Owners thereof to tenants only for periods of one year or longer, as provided in the By-Laws and such leases are subject to the right of first refusal held by the Condominium Board. After the First Unit Closing has occurred, Sponsor or by a successor owner of Unsold Residential Units may lease the Unsold Residential Units for any period, for any use and on any terms that comply with Applicable Law and the then-existing certificate of occupancy for the Building. Sponsor's Unsold Residential Units are not subject to right of first refusal.

Any Residential Unit Owner who owns a Residential Unit that is the sole Residential Unit on any floor of the Building shall have the exclusive right to use the elevator vestibule on such floor, which will be designated as a Limited Common Element, appurtenant to such Unit, as if such Limited Common Element constitutes a portion of such Unit; provided however, that (i) such Unit Owner, at its sole cost and expense, shall be responsible for the operation, maintenance and repair of that portion of the Common Elements, (ii) such use shall be in compliance with Applicable Law, and (iii) in no event may such Unit Owner be permitted to block emergency exits or fire doors, or make any permanent installations or alterations that would impede emergency egress to or through such floor or interfere with the Board's exercise of its easements through, over and to the Common Elements, including with respect to the ability to access such floor as may be required from time to time for maintenance, repair, or replacement of any Unit or Common Element.

Each Residential Unit will be heated and cooled by an HVAC system with individual electrical heat pump units, split and ducted type, manufactured by Mitsubishi or an approved equal. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local programmable thermostat for each Air Handler (indoor) unit (each an "HVAC Unit"). The thermostat will maintain space temperature based on time-of-day settings, The HVAC Unit will be controlled by the individual Residential Unit Owners and the cost of the electricity required to operate such HVAC Unit will be the responsibility of each of the Residential Unit Owners, individually. The estimated cost of operation of the HVAC Units is set forth in Schedule B-1, Estimated Cost of Unit Operation during the First Year of Condominium Operation. Part II of this Plan contains a detailed, comprehensive description of the Property and outlines specifications more fully and specifically defining the Building, its construction, facilities and amenities. Purchasers are strongly advised to read the report in Part II of the Plan.

Storage Spaces and Bicycle Spaces

There are 36 Storage Spaces and 25 Bicycle Spaces offered which are situate in a storage room (the "Storage Room") and a bicycle storage room ("Bicycle Storage Room"), which each are located in the Basement of the Building. Each person who purchases a Storage Space Plan (each a "Storage Space Licensee" and, collectively, the "Storage Space Licensees") will enter

into a "Storage Space License Agreement" in the form included in Part II of the Plan and Purchasers who purchase the use of a Bicycle Space will enter into a Bicycle Space License Agreement for the same, (each a "Bicycle Space Licensee" and, collectively, the "Bicycle Space Licensees" and in certain instances, together with the Storage Space Licensees, each a "Licensee" and more than one "Licensees") in the form set forth in Part II of the Plan. Only persons who own Residential Units will be permitted to enter into a License Agreement for a Storage Space or a Bicycle Space. So long as Sponsor owns two or more Storage Spaces or Bicycle Spaces, Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the Storage Room and the Bicycle Storage Room or any portion thereof, and the number of Storage Spaces and/or Bicycle Space that may be accommodated by reconfiguring the Storage Room and/or the Bicycle Room, as applicable and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Common Element located in either the Storage Room and/or the Bicycle Room (other than such Residential Common Element spaces that are used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of the Storage Room and/or the Bicycle Room. No change will be made in the size or number of Storage Spaces or Bicycle Spaces and that no material change will be made in the size or quality of Residential Common Elements located in the Storage Room or the Bicycle Storage Room, except by amendment to the Plan and, when applicable, to the Declaration. Notwithstanding the foregoing, unless an affected licensee or Purchaser (whose Purchase Agreement is not in default) of a Storage Space or Bicycle Space consents, no material change will be made in size of any Storage Space or Bicycle Space or the layout of the Storage Space Room or Bicycle Space Room. Unless affected Storage Space Licensee or Bicycle Space Licensee or all Purchasers of Storage Licenses or Bicycle Space Licenses consent, no material change will be made in the size and no material adverse change will be made in the quality of Residential Common Elements located in the Storage Room or the Bicycle Space Room. Subject to the foregoing limitations, Sponsor expressly reserves the right to effect such changes and to amend the Plan to reflect the same. In such event, Sponsor will procure and maintain necessary permits and approvals required by DOB in connection with the such work.

As provided in Section 6.19.1 of the By-Laws, Sponsor shall have the exclusive right to issue the initial Storage License and the initial Bicycle Space License for each of the Storage Spaces and the Bicycle Spaces. Any proceeds received for the initial issuance of the Storage Spaces and the Bicycle Spaces shall be the sole property of Sponsor. Following the issuance of the initial license for each Storage Space and Bicycle Space, the same may be assigned by the Licensee thereof to either another Residential Unit Owner or Purchaser of a Residential Unit, including the Residential Unit being sold by the licensee thereof.

Since the Storage Spaces and the Bicycle Spaces are ancillary to the Residential Units and to protect the security of the Building, any Licensee of a Storage Space of a Bicycle Space must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restrictions shall not apply: (i) to Sponsor or its successor (and Sponsor may permit the use of any unlicensed Storage Space or Bicycle Space by any party); or (ii) to the Board, as licensee, or its successors. Notwithstanding the foregoing, Sponsor or its successor shall have the right to use any unlicensed Storage Space or Bicycle Space for any lawful purpose, to change the permitted use of any unlicensed Storage Space or Bicycle Space or to license any unlicensed Storage Space or Bicycle Space to any individual or entity.

Since the Storage Spaces and the Bicycle Spaces are situated in the Basement, which is below grade and not climate controlled, neither the Condominium Board nor Sponsor makes any representation that the Storage Spaces and/or the Bicycle Spaces will remain dry or will not experience any water infiltration. In no event shall Sponsor or the Condominium Board be responsible for any damage to items stored in the Storage Spaces or the Bicycle. Spaces. Licensees of the Storage Spaces and the Bicycle Spaces who store items therein do so entirely at their own risk. Unit Owners are advised to consult with their insurance advisors regarding appropriate insurance coverage for such items. The Rules and Regulations of the Condominium applicable to the Residential Unit Owners shall also be applicable to a Licensee of a Storage Space or a Bicycle Space, to the extent that the same are applicable.

Storage Spaces may not be used as a dwelling space nor may any of the Storage Spaces or Bicycle Spaces be used for storing property that (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. Also, in no event may a lithium battery be stored in a Storage Space or a Bicycle Space because the same constitutes a fire hazard. Materials that pose a health or safety threat or which otherwise create a nuisance may not be stored in the Storage Spaces. Doing so may result in a violation placed against the Building by the Department of Buildings that will be the obligation of the licensee to remove.

The rules and regulations regarding use of the Storage Spaces and Bicycle Spaces are contained in the Storage Space License Agreement and the Bicycle Space License Agreement, respectively, set forth in Part II of this Plan. Licensees or Bicycle Space shall comply with any limitations as to vehicle size and/or type constraints set forth in the Bicycle Space License Agreement.

If at any time a Storage Space Licensee or a Bicycle Space Licensee sells its Residential Unit and no longer owns any Residential Units in the Building, such Licensee may, in the case of a Storage Space License or a Bicycle Space License assign such Storage Space License or Bicycle Space License, as the case may be, to another Residential Unit Owner, including a party who is purchasing the Residential Unit belonging to such Licensee. A form of the Assignment of any Storage Space or Bicycle Space appears in Part II of the Plan. If such Licensee fails to do so, the applicable Storage Space License or Bicycle Space License, as applicable, shall automatically terminate without any action or notice required by the Condominium Board at such time when a Storage Space Licensee or a Bicycle Space Licensee no longer owns a Residential Unit, provided however, this limitation shall not apply to Sponsor and/or any successor owner of the Unsold Residential Units. If a Storage Space License or a Bicycle Space License is terminated pursuant to the immediately preceding sentence or otherwise by the Condominium Board pursuant to the Storage Space License Agreement or the Bicycle Space License Agreement, as applicable, or, if a Residential Unit Owner surrenders its Storage Space License or Bicycle Space License without assigning the same to another Residential Unit Owner, then the Condominium Board shall have the right to take possession of the same and/or issue a new Storage Space License or a new Bicycle Space License for such Storage Space or Bicycle Space, respectively, upon terms and conditions determined in its sole discretion and without compensation to such Storage Space Licensee or Bicycle Space Licensee. Neither Sponsor nor the Board shall have any liability or obligation with respect to a private assignment

of a Storage Space License or a Bicycle Space License. Any expenses incurred by the Condominium Board with respect to the termination of a Storage Space License or a Bicycle Space License, including without limitation, attorneys' fees and the cost of disposing of the personal property located in such Storage Space or Bicycle Space shall be the responsibility of the Licensee.

Notwithstanding the foregoing, Licensees of Storage Spaces or Bicycle Spaces may permit the use of their Storage Space or Bicycle Space, respectively, by a permitted tenant or occupant of such Licensee's Residential Unit, provided that the Licensee of such Storage Space or Bicycle Space shall remain liable therefore and that such right to use shall automatically terminate upon the expiration or earlier termination of the permitted tenancy or occupancy of such Residential Unit,. In no event shall any such tenant or occupant be permitted to further assign its right to such Storage Space License or Bicycle Space License.

Storage Space Licensees, Bicycle Space Licensees and Sponsor, to the extent that there are any Storage Spaces and/or for which Sponsor retains the right to initially issue the Storage License or Bicycle License, as the case may be, will be responsible to pay a monthly license fee to the Condominium, initially in the amount that appears on Schedules A-1 and A-2 (the "License Fees"). Such License Fees shall be payable to the Condominium as if the same were Common Charges. Following the First Year of Condominium Operation, the: License Fees shall be subject to increase in an amount equal to the percentage increase of the Common Charges paid by the Residential Unit Owners based upon budgets approved by the Board, or otherwise as the Condominium Board deems necessary in its discretion. The Condominium Board shall have, without limitation, the same rights, and remedies with respect to the collection of such License Fees as it does with respect to Common Charges and the Condominium Board shall have the right to file a common charge lien against the Residential Unit belonging to such Licensee. Sponsor makes no representation whatsoever regarding the future License Fees for Storage Spaces and/or Bicycle Spaces. Further, Sponsor make not representation as to the future availability of Storage Spaces and/or Bicycle Spaces.

If a Licensee of a Storage Space or a Bicycle Space defaults in its obligations under the Storage Space License or the Bicycle Space License, respectively, or under the Condominium Documents, the Residential Board may, in addition to the rights and remedies set forth in the Condominium Documents: (i) deny access to and use of the Storage Space or the Bicycle Space, until such Licensee cures his or her default, or (ii) terminate the Storage Space License or the Bicycle Space License, as applicable, upon thirty (30) days written notice to the Licensee thereof. In the event that a Storage Space License or a Bicycle Space License is terminated, the contents of the Storage Space or the Bicycle Space, as the case may be, may be disposed of by the Residential Board, as permitted by Applicable Law, at the sole cost and expense of the Licensee of such Storage Space or Bicycle Space and there expenses incurred by the Residential Board may be collected from the Residential Unit Owner who had been the Licensee in the same manner as Common Charges.

Parking Units.

There is a parking garage located on Floor 2 of the Building (the "Garage") which will contain the thirteen (13) Parking Units. Each Parking Unit will be identical in size and will

accommodate a vehicle having a maximum width of approximately 7 feet six inches, a maximum length of 17 feet 9.5 inches and a maximum height of approximately 8 feet six inches (the "Maximum Car Dimensions") All vehicles to be parked in the Garage shall be limited to a maximum weight of 6,600 lbs. The Maximum Car Dimensions are sufficient to accommodate a vehicle that complies with the requirements of the Americans with Disabilities Act for use by Disabled Persons. Each Parking Unit will have access to an electric vehicle charger.

The Garage is accessed by means of a driveway from West 88th Street into a *porte cochere* located adjacent to the lobby entrance to the Building on the first floor. To access the Parking Units, user arrives to a platform in front of the handover cabin located in the *porte cochere*, The driver and all passengers will exit the vehicle at the platform. Using "smart" technology, the handover cab, initially closed for safety reasons, will recognize the vehicle based on its license plate and grant it access to the handover cabin and then the Automatic Parking System will transport the vehicle to the Garage, where the Automated Parking System will place the vehicle in one of the Parking Units, but not necessarily the Parking Unit belonging to such Parking Unit Owner. For this reason, each Parking Unit Deed contains reciprocal easements granting to all other Parking Unit Owners an irrevocable, non-exclusive easement for the use of the Parking Unit owned by such Parking Unit Owner, and likewise, each of the Parking Unit Owners will be the beneficiary of irrevocable, non-exclusive easements granted by all other Parking Unit Owners in the deeds for their respective Parking Units granting to all other Parking Unit Owners an irrevocable non-exclusive right to the use of their respective Parking Unit Garage (collectively, the "Reciprocal Parking Easements"). Purchasers should refer to the form of Parking Unit Deed that appears as Exhibit F-2 in Part II of the Plan.

All Parking Unit Owners must own a Residential Unit at all time while they own a Parking Unit, provided, however, the foregoing restriction shall not apply: (i) to Sponsor or its successor; or (ii) to the Condominium Board, the Residential Board or to their respective assignees. If at any time a Parking Unit Owner sells its Residential Unit and no longer owns any Residential Unit in the Building, it shall simultaneously convey its Parking Unit to Purchaser of their Residential Unit or to another owner of a Residential Unit. The Residential Board shall have the right to enforce the covenants set forth in the Parking Unit deeds that restrict the ownership of a Parking Unit to a Residential Unit Owner and may commence an action to obtain a declaratory judgment to compel any Parking Unit Owner who continues to hold title to a Parking Unit following the sale of their Residential Unit to convey the Parking Unit to the Residential Board in exchange for payment of the then fair market value of such Parking Unit. If the Residential Board is required to commence any such action to compel a Parking Unit Owner to sell its Parking Unit, the Residential Board shall be entitled to recover from the Parking Unit Owner who failed to sell their Parking Unit all attorney's fees and expenses incurred in connection therewith.

As required by Legal Requirements, one (1) of the Parking Units, Parking Unit 5, will be designated as a parking space for disabled persons (the "Disabled Parking Unit"), which is so indicated on Schedule A of this Plan. A "Disabled Unit Owner" shall mean a Residential Unit Owner who has obtained (or has a family member who resides in such Residential Unit who has obtained) from the New York State City Department of Transportation, a parking permit or license plate confirming that the owner of such vehicle meets the requirements to be issued a parking permit for disabled persons in the City of New York (a "Disabled Parking

Permit") for the vehicle to be parked in the Disabled Parking Unit (in each instance, a "Disabled Vehicle"). Pursuant to applicable Legal Requirements, if a Disabled Unit Owner has required that the Disabled Parking Unit be conveyed to such Disabled Unit Owner, only a Disabled Vehicle may be parked in the Disabled Parking Unit. The restrictions that encumber the Disabled Parking Unit, run with the land, appear in Section 10-4 of the Declaration and Section 6.18 of the By-laws and will be set forth in the Parking Unit Deed for the Disabled Parking Unit.

Sponsor reserves the right to sell the Disabled Parking Unit to any Purchaser under the Plan or to a Residential Unit Owner provided that the Disabled Parking Unit will be the last Parking Unit sold by Sponsor unless Sponsor sells the Disabled Parking Unit to a Purchaser or Residential Unit Owner who had a Disabled Parking Permit at the time of their acquisition of the Disabled Parking Unit. If the Disabled Parking Unit is sold to a Purchaser who does not have a Disabled Parking Permit, the Disabled Parking Unit is subject to the right of any present or future Residential Unit Owner who has or obtains a Disabled Parking Permit to demand, at any time, that the Disabled Parking Unit be acquired by such Disabled Residential Unit Owner in compliance with the requirements of Applicable Law as the same apply to the Disabled Parking Unit. Notwithstanding the foregoing, since all the Parking Units have identical dimensions which are adequate to accommodate a vehicle that complies with the ADA requirements for use by disabled persons and all Parking Units are all accessible to disabled persons, the right to demand the Disabled Parking Unit shall be limited to those Residential Unit Owners who do not own any Parking Unit.

Any Disabled Unit Owner who does not own a Parking Unit, may make a demand that the owner of the Disabled Parking Unit that such Parking Unit Owner shall sell the Disabled Parking Unit to the Disabled Unit Owner. Such demand shall be made in writing to the owner of the Disabled Parking Unit with a copy of the same sent simultaneously to the Residential Board, in each case in the manner prescribed in the Condominium By-Laws, which demand shall require the owner of the Disabled Parking Unit to sell the Disabled Parking Unit to the Disabled Unit Owner at its then fair market value (in each instance, a "Disabled Parking Unit Demand"). The owner of the Disabled Parking Unit who is in receipt of the Disabled Parking Unit Demand mux comply with said demand within thirty (30) days from their receipt of the same. In the event the Disabled Parking Unit Owner fails to comply with the Disabled Parking Unit Demand or the parties cannot agree upon the then fair market value of the Disabled Parking Unit, within fifteen (15) days of receipt of the Disabled Parking Unit Demand, such dispute shall be resolved by expedited "baseball"-style arbitration.

Baseball arbitration is a form of binding dispute resolution. Baseball arbitration is intended to incentivize the disputing parties to make reasonable offers by shifting the risk of an extreme result to both sides. Unlike regular arbitration where an arbitrator could potentially reach a solution in the middle, baseball arbitration will require the arbitrator to choose either the final offer of the seller of the Disabled Parking Unit or the final offer of the intended purchaser of the Disabled Parking Unit and nothing in between. The final offers from each party are submitted to the arbitrator and remain confidential until the arbitration date when both offers are revealed simultaneously so that neither party will be influenced by the offer submitted by the other party. On the arbitration date, a hearing is held so that both sides have an opportunity to present their case by providing appropriate evidence, a statement, and any other

supporting materials for their offer. After hearing all submissions and arguments, the arbitrator selects one of the final offers and that disposition is binding on the parties. All costs and expenses of either party and the Residential Board incurred in connection with the conveyance of the Disabled Parking Unit to a Disabled Unit Owner demanding the same, including, but not limited, reasonable attorney's and arbitration costs, if applicable, shall be borne by the party who has served the Disabled Parking Unit Demand.

Neither the Board nor Sponsor will be responsible for any damage to vehicles (or items stored within the vehicles) stored within the Garage. Unit Owners who store vehicles (or items within the vehicles) in the Parking Units do so entirely at their own risk. Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored vehicles and any personal property stored within their vehicles. Residential Unit Owners must comply with applicable Legal Requirements regarding the Parking Units which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Sponsor reserves the right to offer as the Parking Units, as it determines in its sole discretion and in accordance with Applicable Law. In addition, Sponsor reserves the right to limit the number of Parking Units sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion. Sponsor makes no representation as to the availability of Parking Units.

Parking Unit Owners, including Sponsor, will be required to pay Common Charges to the Condominium which, for the projected First Year of Condominium Operation, shall be equal to the amount shown on Schedule A and for the real estate taxes attributable to each of the Parking Units. The Common Charges amount assessed to each Parking Unit are intended to cover the annual expenses incurred by the Condominium to maintain and operate the Garage (the "Garage Expenses"), including, but not limited to, maintenance and repair of the automated system, electricity, HVAC, insurance and miscellaneous cleaning and administrative expenses associated therewith. Each year, when the Condominium Board prepares its annual budget covering the Common Expenses of the Condominium, it shall account for the Garage Expenses and shall assess each Parking Unit Owners for the same on a *pro rata* basis. Sponsor makes no representation whatsoever regarding the future Common Charges, real estate taxes or other amounts that may be payable with respect to the Parking Units. In addition, no representation is made with respect to the expected date of completion or availability of such Parking Units and as a result, Parking Units may not be available at and for a period of time following the closing of title to any Unit.

A Purchaser who has executed a rider to his or her Agreement to purchase a Parking Unit will be required to close and pay the balance due on its purchase of the Parking Unit simultaneous with the closing of his or her Residential Unit even though a TCO, as applicable, for the Garage may not have been issued, and/or access to the Parking Unit may not be available on the date that such purchaser closes on its Residential Unit. Notwithstanding the foregoing, until such time when a TCO for the Garage has been issued and use of the Parking Unit is made available to Purchaser, all amount paid by the Parking Unit Owner for the purchase of the Parking Unit shall remain in escrow with Sponsor's attorneys and Sponsor shall remain

responsible for the payment of the Common Charges and the real estate taxes attributable to such Parking Unit.

Once the Building is substantially complete and Parking Units have been made available for use by the Parking Unit Owners, the Garage will be accessible 24 hours a day; seven (7) days a week; however, Sponsor makes no representation as to the hours of operation of the Garage once Sponsor no longer controls the Board.

Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify the Garage or any portion thereof, and the number of the Parking Units or the size of the vehicles that may be accommodated by, among other things, reconfiguring the Garage and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Common Element space (other than such Residential Common Element spaces which are used for ingress or egress to the Building or otherwise similarly used at the time for building operations), as part of the Garage. Sponsor expressly reserves the right to effect such changes and to amend the Plan to reflect the same. In such event, Sponsor will procure and maintain necessary permits and approvals required by DOB in connection with the such work.

Common Elements

As is set forth in more detail in the Declaration, the Common Elements consist of the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in the Declaration) and all parts of the Building other than the Units themselves, including, generally, the foundations, roofs and supports of the Building and all other parts of the Building and all apparatus, installations, systems, equipment and facilities therein for the common use of the Units and Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The windows of the Building are common elements of the Condominium and will be maintained by the Board of Managers, provided however, any maintenance or replacements required due to the negligence of any Unit Owners will be the responsibility of such Unit Owners. The Common Elements are divided into the following separate categories: (i) the General Common Elements, which are, generally, those Common Elements which serve or benefit all of the Units or Unit Owners; (ii) Residential Common Elements are those Common Elements that serve or benefit all of the Residential Units or all the Residential Units Owners; (iii) Parking Common Elements are those Common Elements that serve or benefit all of the Parking Units or all of the Parking Unit Owners; (iv) Commercial Common Elements which are those Common Elements serve or benefit all of the Commercial Units or all of the Commercial Unit Owners; or (v) the Limited Common Elements, which are, generally, those Common Elements which serve or benefit exclusively certain Residential Units or Residential Unit Owners. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it is appurtenant.

General Common Elements

The General Common Elements consist of all Common Elements other than the Limited Common Elements, and include, among other things, the following: (i) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided

in the Declaration); (ii) all foundations, foundation walls, roofs (except as otherwise expressly provided in the Declaration), footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings; (iii) all passages and corridors, mechanical and other utility rooms, all fire staircases, landings and stairs, areas and spaces located in the Building, which are not Limited Common Elements or included in any Unit; (iv) any ventilation supply system consisting of motors, ductwork, fans and controls and return piping, serving or benefiting any combination of the Residential Units; (v) all mechanical equipment and associated piping and controls and all utilities and mechanical and electrical transfers and equipment serving or benefiting any combination of the Residential Units; (vi) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panel boards, conduits, wires, meters, transformers and panel boards serving or benefiting any combination of the Residential Units and the Commercial Units, excluding, however, all such items located within a Unit and serving only that Unit; (vii) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit; (viii) all electric service rooms, electric and water meter rooms, building storage rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting any combination of the Residential Units or the Commercial Units; (ix) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of any combination of the Residential Units or the Commercial Units; (x) all security monitors and equipment and other security facilities serving or benefiting any combination of the Residential Units or the Commercial Units; (xi) the elevators servicing the Building, including the shafts, elevator equipment, elevator pit and entrances and appurtenant facilities; (xii) all security monitors and equipment and other security facilities serving or benefiting any combination of the Residential Units or the Commercial Units; and (xiii) all other parts of the Property either existing for the common use of any combination of the Residential Units or the Commercial Units, or their respective Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains,

Residential Common Elements.

The Residential Common Elements, for use by the residents shall include amenities located on Floor 3 including a resident lounge; a dining room and catering kitchen, a game room, and a children's playroom; a common terrace located on the roof set back above Floor 6 and adjacent to Floor 7, a common roof terrace the main roof of the Building above the Floor PHA, which includes a dining terrace with outdoor kitchen and grilling station; a fitness center, a spa with a steam room infrared sauna and treatment room, a screening lounge with multi-sport simulator, a music studio, a makerspace with activities table and equipment and a pet spa (collectively, the "Amenities"). The Amenities will be designated as Residential Common Elements and will be available to the owners of the Residential Units.

Additional Residential Common Elements include: (i) those storage rooms located of the Basement where the Storage Spaces and the Bicycle Spaces are located; (ii) all passages, corridors, storage rooms, housekeeping areas, the compactor room, mechanical and other

rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building; (iii) smoke detection alarm system, telephone system and cable television system; (iv) all building storage rooms, telephone rooms and other service, mechanical and utility rooms; (v) all security monitors and equipment and other security facilities; (vi) all other systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines); (vii) the condenser water system and related support structure including the cooling tower; (viii) hot water and condensed water systems; and (ix) all plumbing fixtures, equipment for distribution of cold water and equipment for distribution of hot water, including pumps, valves, pressure reducers, meters and water heaters, excluding, however, all such items located within a Unit and serving only that Unit.

Parking Common Elements.

The Parking Common Elements include the 1st floor motor court and the driveway for the Building, accessed is from West 88th Street, the electric vehicle charging stations and those portions of the Garage other than the Parking Units. Also included in the Parking Common Elements is the car transfer system and scissor lift system which transfers the automobiles from the motor court and lifts the vehicles into the Garage where each vehicle is placed into a Parking Unit.

Unit Limited Common Elements – Private Outdoor Spaces

Certain Residential Unit Owners will own Units that have private outdoor spaces that are located adjacent to such Residential Units are appurtenant thereto, which outdoor spaces shall include balconies (each a "Balcony", more than one, "Balconies") terraces (each a "Terrace" and more than one, "Terraces") and loggias (each a "Loggia" and more than one, "Loggias", and collectively, with the Balconies and Terraces, each a "Private Outdoor Space", as collectively, "Private Outdoor Spaces). Private Outdoor Spaces are each designated as Limited Common Element are appurtenant to the respective Residential Unit to which such Private Outdoor Space is adjacent. Such Private Outdoor Spaces shall be for the exclusive use of the Residential Unit Owner of the Residential Unit to which such Terrace, Loggia and/or the Balcony, is appurtenant, subject to the right of the Residential Board to regulate its use in accordance with the By-Laws and the Rules and Regulations. The same will be designated as a Limited Common Element of such Residential Unit. The Private Outdoor Spaces may be used solely for passive recreational purposes. Applicable Laws currently prohibit barbecuing on Balconies and Loggias and Applicable Laws impose restrictions on barbecuing on Terraces. Purchasers who are purchasing Units with Private Outdoor Spaces should note that there are restrictions regarding barbequing on Private Outdoor Spaces that may apply.

The floor of each Private Outdoor Space is finished with pavers. Each Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements to such Private Outdoor Space. The Unit Owners who own Residential Units with Terraces appurtenant thereto shall also be responsible for the repair and maintenance of the portion of the roof surface on which such Terrace is located (the "Roof Area"), the repair of leaks on the Roof Area, and the replacement of the roof surface beneath the Terrace when necessary. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for structural

repairs to that portion of the Terrace area located below the roof surface shall be charged to the Residential Unit Owners as a Common Expense.

From time to time, the Residential Board may adopt rules and regulations regarding the types of planting, furniture, finishes and other installations to be placed on or which have been paced on the Private Outdoor Spaces. The Residential Board shall have the right to require the Residential Unit Owners to remove plantings, roof surfaces and other installations which have been placed on a Private Outdoor Space, if the Residential Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe. In addition, the Condominium Board shall have the right, in connection with any repair or maintenance work in the Building, to erect scaffolding temporarily on any Private Outdoor Space. In no event shall any Unit Owner be permitted to enclose or erect any structure on any Private Outdoor Space appurtenant to their respective Unit, without the consent of the Condominium Board. Purchasers are advised that pursuant to the New York City Zoning Resolution, the complete enclosure of any such spaces requires the use of "Development Rights" and Sponsor does not Rights" pursuant The Residential Board may establish such other rules and regulations as it deems necessary to protect the Common Elements and the Residential Units and to insure the integrity of the Building and the health of the occupants.

No construction of any kind may be undertaken or performed on a Terrace, Loggia or Balcony without the prior consent of the Residential Board, which consent may be granted or withheld in the absolute discretion of such Residential Board. Any such construction as may be approved by the Board shall be subject to compliance by the Unit Owner undertaking the same with all Applicable Law, including, but not limited to, required permits from the New York City Department of Buildings and the obtaining variances, if any, that may be required in order for such construction to be performed. Purchasers of Units with Balconies, Loggias or Terraces are advised that in the event that the Residential Board or the Condominium Board should oppose an application for a variance, then such application may be denied. If a Unit Owner who owns a Unit with a Balcony, Loggia or Terrace is allowed by the Residential Board and/or the Condominium Board to perform any type of construction on the Balcony, Loggia or Terrace appurtenant to such Unit, then the authorizing Board(s) shall have the authority to regulate or impose conditions with regard to any one or more of the following aspects of such approved construction: (a) time periods during which construction work may occur; (b) the manner in which construction debris shall be handled and removed from the Terrace, Loggia or Balcony where construction is occurring; (c) measures which must be taken to prevent any compromising of the security of the Units and the Building during construction; (d) measures which must be taken to prevent or minimize any interruption of building services and/or amenities during construction; and (e) liability and other insurance that will be required of the Unit Owner and each of such Unit Owner's contractors in connection with any approved construction in, on or affecting any Terrace, Loggia or Balcony.

Due to the significant height and location of the Building and its attendant unobstructed exposures, Unit Owners whose Units have Private Outdoor Spaces may, from time to time, experience strong sustained winds or wind gusts on the Private Outdoor Space. In such instances, the occupants of a Residential Unit, it is advisable to avoid using such Private Outdoor Space and secure any personal property placed thereof. The Condominium Board

and/or the Residential Board shall be the right to require the removal of personal property from any Private Outdoor Space and may prohibit storage thereon, as either the Condominium Board and/or the Residential Board reasonably determines for purposes of safety or otherwise. Further, with or without direction from the Residential Board and/or the Condominium Board, Unit Owners are required to remove all items not affixed to Private Outdoor Spaces, in such instances of high winds. In extreme weather conditions and in the winter months defined as the period of time commencing on December 1st and ending on March 31st, it could be hazardous for the occupants of a Residential Unit which has a Private Outdoor Space to use the same. Pursuant to the Declaration, Residential Unit Owners that have a Terrace appurtenant to their respective Residential Unit, shall be deemed to have indemnified Sponsor, the Condominium Board, the Residential Board and the Managing Agent and against any and all claims arising from such Unit Owner's use of such Private Outdoor Space.

Moreover, Private Outdoor Spaces and any other areas that are exposed to the elements must be kept free of snow, ice and accumulation of water to the extent failure to do so could cause damage to the Building and/or other Units therein. In addition, Unit Owners who own Residential Units with Private Outdoor Spaces will be responsible to employ a licensed plumber, reasonably acceptable to the Residential Board and/or the Condominium Board, to winterize all drains, pipes and hose bibs prior to November 1st in order to prevent water damage from potential pipe bursts, which winterization work shall be performed at such Residential Unit Owner's sole cost and expenses. Drains and gratings on Private Outdoor Spaces must be kept free of any material or covering that may cause obstruction for its proper functioning.

In the event a Residential Unit Owner fails to comply with any of its obligations with respect to the maintenance of its Private Outdoor Space, the Board may, at the expense of the Unit Owner and without liability to the Condominium Board, the Residential Board and/or the Managing Agent, enter the Residential Unit and the Private Outdoor Space perform such acts as are necessary to cure such Unit Owner's default. The Condominium Board and the Residential board, and its employees and agents, shall have an easement and unlimited access to Balconies, Loggias and Terraces for the purpose of making inspections and repairs, though such inspections and repairs shall be scheduled at reasonable times and upon reasonable notice, unless the inspection or repair is required due to an emergency.

Services and Facilities

All services normally associated with the operation and maintenance of a luxury residential condominium will be provided to Residential Unit Owners and the cost of the operation thereof shall be included in the construction of the Building.

The construction of the Building, including the Residential Units, the Parking Units, and the Commercial Units, will be completed substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of The City of New York and all other Applicable Law. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth in the Description of Property in Part II of the Plan, items of equal or better quality. Moreover,

Sponsor shall not be obligated to correct and shall have no liability or responsibility to any Purchaser for, and no Purchaser shall be entitled to any reduction in or credit against the purchase price of his or her Residential Unit or otherwise relieved from performing his or her obligations under the Agreement as a result of minor or immaterial inaccuracy or error in the floor plans or specifications for such Residential Unit as set forth in Part II of the Plan. Notwithstanding the foregoing, any material change shall be set forth in an amendment to the Plan, and no such amendments, modifications or substitutions may be made if the same would materially adversely affect any Purchaser who has delivered a Purchase Agreement which has been countersigned by Sponsor and returned to Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of building systems, conflicts with structural members or elements, conforming with Applicable Law, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer any materially adversely affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreement and receive a refund of their Contract Deposit, together with interest earned thereon. Any such changes that are not both material and adverse will not give rise to a right of rescission.

The Building incorporates sophisticated mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Residential Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Residential Board with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury residential buildings and in compliance with Applicable Law, including the New York City Building Code.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions including, without limitation, COVID-19 or other public health emergency or pandemic, acts of god or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Residential Units to begin on or about July 1, 2027. Prospective Purchasers should note, however, that the Residential Units will be completed at various times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Residential Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Residential Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25 percent or more; or (ii) the First Closing does not occur within twelve (12) months after July 1, 2027, the date set forth in Schedule B as the commencement date for the projected First Year

of Condominium Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than fifteen (15) days after the Presentation Date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Contract Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. Notwithstanding the foregoing, in no event shall any Purchaser be deemed to have waived any rights available to a Purchaser pursuant to Article 23-A of the General Business Law. As set forth in the Section of this Plan entitled "Effective Date" no closing of title to any Unit will take place prior to the Plan being declared effective. Common Charges; these are described below in the Section entitled "Building Standard Services and Facilities." Notwithstanding the foregoing, however, the Residential Board shall always maintain, operate and staff the Building in compliance with, and subject to Applicable Law.

The location in the Building, and the size, layout and approximate square footages (within reasonable tolerances) of the Units are shown on the floor plans duplicated in Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its successor-in-interest to combine two (2) or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I, in the Section entitled Procedure to Purchase, provided, however, that any material change shall be set forth in an amendment to the Plan, that no material adverse change will be made in the size (*i.e.*, decrease), configuration or layout of a Unit for which a Purchase Agreement, which has been countersigned by Sponsor and returned to Purchaser, unless the same is dictated by construction conditions at the Property (such as coordination of building systems, conflicts with structural members or elements, conforming with Applicable Law, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their Contract Deposit, together with all interest earned thereon.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved of any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or error in the floor plans.

Facilities and Amenities.

Building Standard Services and Facilities (provided to all Residential Unit Owners at no additional cost other than the Common Charges payable by Residential Unit Owners):

(vi) Elevator Service. There will be two (2) automatically operated passenger elevators serving the cellar, all residential floors of the Building, and the roof. The elevator will serve 20 floors (Basement through Floor 18 and the roof). The elevators will be operational 24 hours per day, seven (7) days per week. There will also be a materials lift that shall be used to transport refuse,. recyclables and compost from the Basement to Floor 1.

(vii) Communications Facilities and Intercom Service. Each Residential Unit will be equipped with an internal telephone system. This system will enable the residents of each Residential Unit to communicate directly with staff in the Residential Lobby located on the ground floor.

(viii) Mail. The United States Postal Service will deliver all incoming mail to locked mailboxes.

(ix) Package Room. There is a package room on Floor 1 located adjacent to the Residential Lobby. Packages delivered to the Building will be tracked by the Building Staff and held for the Residential Unit Owners to pick up the same.

(x) Maintenance Personnel. There will be full time resident manager who will reside in the Building and who will be responsible to maintain the common areas of the Building and to supervise the other members of staff. In addition, there will be two full- time porters and four (4) lobby attendants who will staff a twenty-four-hour concierge desk located in the residential lobby on the ground floor. The building staff will be responsible to remove the garbage and materials to be recycled.

(xi) Refuse Disposal. Each Residential Unit is equipped with a Garbage Disposal. There will also be recycling bins and a refuse chute located within each Residential Unit. Each chute will be incorporated into the kitchen millwork and lead directly to an automatic compacting facility in the subcellar of the Building where refuse will be automatically compressed. There will also be a compost container in the refuse room located in the Basement. As required by applicable code, each trash chute is sprinklered. Building staff will transfer the compressed refuse from the Basement to Floor 1 using a materials lift to the sidewalk as needed pending collection by the City of New York Department of Sanitation. Recycling bins in each Residential Unit will be emptied as necessary by the residents of the Building.

(xii) Security Procedures. All entrances to the Building will be monitored by a camera and/or electronic alarm systems. No representation or warranty is made and no assurance is given that the security systems and procedures of the Building will prevent personal injury or damage to or loss of personal property.

(xiii) Cable Television/Internet Service. A Cable TV outlet will be provided in each Residential Unit. Cable Television services will be available for all Units provided by Spectrum or Verizon FIOS (or alternate cable TV company). All charges for cable television service (including installation and subscription charges) will be paid by each Unit Owner who subscribes directly to the cable provider.

(xiv) Internet Service. Each Residential Unit will contain a high-speed internet connection. Internet service will be provided by Spectrum, Optimum, or Verizon FIOS. It is the responsibility of the Unit Owner to obtain such service from an internet service provider servicing the Condominium, and the cost of such services shall be paid by the respective Unit Owner.

(xv) Common Roof Terraces. There will be two (2) roof terraces for use by the Residential Unit Owners. One will be located on the roof setback above the sixth floor and accessed from the 7th Floor to be known as the "7th Floor Roof Terrace"). The 7th -floor roof terrace will be equipped with an electric barbecue. There will also be a roof terrace located on the main roof of the building above the 18th Floor (the "Roof Terrace"). The Roof Terrace will be equipped with an electric outdoor grill; a sink will have a decorative fireplace feature.

(xvi) Amenities. Floor 2 of the Building is an Amenities Floor and will include amenities (these amenities together with those located in the Basement, collectively, the "Amenities"), which may be used exclusively by the Residential Units Owners on such terms and conditions as determined by the Residential Board. The Amenities located on Floor 2 are as follows:

(A) Resident Lounge. There is a lounge for the use of residents which will be delivered by Sponsor as furnished space. The Resident Lounge will be accessed via a foyer from the common corridor and will have a maximum occupancy of 16 persons.

(B) Dining Room and Pantry. There are a dining room and pantry for the use of the residents. The dining room will be accessed through the common corridor. The dining room will be connected to an adjacent pantry which will include a refrigerator, dishwasher, range and preparation counter.

(C) Game Room. There is a game room for the use of the residents. The game room will have built-in shelving for the storage of games and there will be a game nook connected to the game room which will be set up with two card tables and bench seating for each table. There is a card room located off the game room which is dedicated to a card table which will be access via a pocket door from the game room.

(D) Children's Playroom. A children's playroom, which will have two dedicated closets for the storage of toys and equipment will be available for the use of residents. The playroom includes a bathroom which is accessed from the children's playroom that will have a toilet and a sink.

There will be additional Amenities located in the Basement of the Building, as follows:

(A) Fitness Center. There will be a fitness center that will be accessed from the fitness center vestibule via a common corridor that will have a rubber floor and mirrored walls, which will initially be furnished by Sponsor with the following equipment: Pull up bar, adjustable bench, dumbbell rack, dumbbells and kettlebells.

(B) Spa and Steam Room. A spa will be available for the use of the residents. The Spa will include a sauna a steam room, a treatment room, two (2) changing rooms, one equipped with a shower, lockers, and lockers and toilets.

(C) Screening Room. The screening room may be accessed through a common corridor and will be equipped with sport simulator equipment.

(D) Music Room. There is a music room with a maximum occupancy of 3 persons. Music room is accessible through the common corridor.

(E) Maker Room There will; be a "Maker Room" which is accessible through the common corridor.

(F) Pet Spa. There will be a Pet Spa that will be equipped with a dog walk station which includes a tub with a hand shower which supplies hot and cold water.

Sponsor reserves the right to change the composition of the amenities offered on the Amenities Floor and in the Basement. Any such change will be disclosed in an amendment to the Plan.

Sponsor anticipates that the Amenities located on the second floor and in the Basement will not be available as of date of the First Unit Closing and as of the date of the Plan, there is no precise timeline as to when the Amenities bill be available. In any case, the decision of Sponsor to withhold certain of the Residential Units on the Presentation date of this Plan will not impact the timeline as to when the Amenities will be available; if this were to change, Sponsor will amend the Plan.

No representation or warranty is made as to the continued operation or existence of any of the foregoing services or facilities and neither Sponsor nor the Residential Board nor the Condominium Board shall have any liability with respect to or arising from any Unit Owner's, tenant's or occupant's use of any of the foregoing amenities or the amount of the fees charged therefor.

It is likely that the nature of the Amenities and services described above, the hours during which the same are provided and the rates charged for the same will change from time to time, in the discretion of the Residential Board, the Managing Agent or other party providing the service. However, all services required by law will be provided at all times. Neither Sponsor, the Managing Agent, the Selling Agent, nor the Residential Board will in any event be liable for the availability, interruption, discontinuance or quality of any of such 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 persons or their employees or agents, except to the extent that any such injury or damage occurs as a result of the gross negligence or willful misconduct of Sponsor, the Managing Agent, the Selling Agent, or the Condominium Board or the Residential Board, as the case may be.

The Residential Board has complete discretion in determining the manner of operation and the maintenance of the amenities, whether the Amenities should be modified or discontinued, and the rates to be charged for the use of the same. For so long as Sponsor owns at least one Unsold Residential Unit, the Residential Board may not change or modify the Amenities without the prior consent of Sponsor. No representation or warranty is made as to the continued operation or existence of any of the foregoing facilities, or the amount of the fees charged therefor.

During the six (6) month period following the First Unit Closing and beyond, various systems including, but not limited to, water supply, air-conditioning, heating, cooling, ventilating and elevators, may be incomplete and may be disrupted temporarily and from time to time.

Sponsor and/or any successor owner of an Unsold Unit shall have the right, until the tenth anniversary of the First Unit Closing, even after the expiration of the Initial Control Period, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (*e.g.*, with respect to any sales programs for Unsold Units) or otherwise.

LOCATION AND AREA INFORMATION

Location and Services

The Condominium is in the neighborhood known as the Upper West Side of Manhattan in the City of New York, with frontage on West 88th Street and Amsterdam Avenue. The Building will be known as 200 West 88th Street, but is currently known as 568-574 Amsterdam Avenue, New York NY 10024 and designated on the Tax Map of the City of York as Block: 1235 Lots: 33, 34, 35, 36, which Sponsor intends to merge prior to the recording of the Declaration and is expected to be known as Block 1235, Lot, 33.

The Building is located in a R10/C1-9 residential zoning district without qualified affordable housing. The Building is also located in an EC-2 zoning district. The Building will comply with all zoning and use requirements. Residential Use group 2 as per New York City Zoning Resolution which permits residential use "as of right". The property and proposed uses comply with all zoning and use requirements at closing. The building complies with Chapter 8 of the zoning resolution for quality housing program. Commercial Use group 6 is allowed as of right and is subject to a size limit of 10,000 square feet per establishment. Total proposed gross floor area available for use in compliance with for use group 6 at 1st floor is approximately 3,196.52 square feet and is permitted as per the zoning. The zoning resolution of the City of New York permits a wide variety of uses in zone C4-4D, including residential occupancy, hotels primarily for transient occupancy, together with a wide range of retail, office, amusement, service, custom manufacturing, and related uses normally found in a central business district or regional commercial centers. Sponsor is not aware of any planned development on the sites adjacent to the Land.

Surrounding Area

The Building is located on the Upper West Side of Manhattan in the City of New York on the Northwest corner of Amsterdam Avenue and West 88th Street. The area includes residential apartments, as well as cultural institutions, recreational and open space-parks, educational facilities, medical, commercial offices, shopping and restaurants.

Shopping, Commercial and Recreational Facilities

There is a wide variety of commercial establishments located near the premises on Amsterdam Avenue, Broadway and West 86th Street including pharmacies, groceries, banks, restaurants, art galleries, hotels, schools, nightlife, places of worship and other stores. Numerous attractions are located within easy access to the Condominium.

Schools

Numerous private schools, public schools and parochial schools are located in the vicinity of the Condominium. The Property is located in District 3 of the New York City Board of Education; District 3 is served by the following public schools: Louis D. Brandeis High School located at 145 West 84th Street; PS 009 Sarah Anderson, located at 100 West 84th Street; The Computer School – MS 245 located at 100 West 77th Street; The Richard Rodgers

School of the Arts and Technology – PS 166, located at 132 West 89th Street; and PS 87 William Sherman, located at 160 West 78th Street.

Private schools in the area include; Trinity School, located at 139 West 91st Street, Columbia Grammar and Preparatory School located at 5 West 93rd Street, The Rodeph Sholom School, located at 10 West 84th Street; Dwight School, located at 291 Central Park West, Calhoun School, located at 433 West End Avenue, and Trevor Day School at West 88th Street; and the Brownstone School, located at 128 West 80th Street.

Institutions of higher education located within close proximity to the Condominium include; Columbia University, The New School University, Fordham University, Hunter College, John Jay College of Criminal Justice.

SPONSOR MAKES NO REPRESENTATION AS TO WHICH PUBLIC SCHOOL OR PRIVATE SCHOOL THE CHILDREN WHO LIVE IN THE BUILDING WILL ATTEND.

Transportation

New York City is served by three major airports LaGuardia Airport, John F. Kennedy International Airport and Newark Liberty International Airport. Passenger railroad service is provided from Pennsylvania Station located at Seventh Avenue and West 3rd Street, and Grand Central Station located at Lexington Avenue and 42nd Street. Transportation to and from the Building, and through New York City is available by taxi, limousine, and private automobile.

Public transportation via subways and buses is also accessible from the Premises. There is a station for subway lines B and C located at West 86th Street (downtown only) or West 87th Street (uptown only) and Central Park West and A Station serving the Broadway Local No. 1 line at Broadway and West 86th Street or at Broadway and West 87th Street (Downtown Service Only) approximately 0.2 miles from the Building. In addition, the area is serviced by the following bus lines: M7 and M11, which travel north on Amsterdam Avenue and south on Columbus Avenue, M104 which runs on Broadway in both directions, approximately 0.1 miles from the Building, and the M86 bus, which provides cross-town service to the east side of Manhattan with a stop at West 86th Street and Amsterdam Avenue, located approximately 0.1 miles from the Building.

Police, Fire, Water, Postal Service, Sanitation, Snow Removal and Road Maintenance

The City of New York provides these services and all charges (except water) are financed through real estate taxes paid by Unit Owners to The City of New York. The City of New York provides these services and all charges (except water) are incorporated into City taxes. The Property is located within the 20th Precinct located at 120 West 82nd Street and the Fire Department serving the Premises is Engine 74 located at 120 West 83rd Street. St. Agnes Branch of the New York Public Library is located at 444 Amsterdam Avenue; the Post Office is located at 127 West 83rd Street. The Sanitation Schedule for the property is as follows; Garbage pickup is Tuesday, Thursday and Saturday, Recycling is picked up on Thursday.

Medical Facilities

The area is served by numerous hospitals and medical facilities located within an approximate two-mile radius of the Condominium including Mount Sinai Hospital Center, 1111 Amsterdam Avenue.

SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTINUED EXISTENCE OR LOCATION OF ANY NEIGHBORHOOD SERVICES OR AMENITIES.

Religious Facilities

Local houses of worship include, but are not limited to the following: the First Church of Religious Science, located at 204 West 84th Street; the Church of St. Matthew & St. Timothy, located at 26 West 84th Street; Church of St. Paul & St. Andrew, located 263 West 86th Street; Redeemer Presbyterian Church West Side, located at 150 West 83rd Street; Congregation B'nai Jeshurun, located at 257 West 88th Street, The Jewish Center located at 131 West 86th Street and Congregation Rodeph Shalom at 7 West 83rd Street.

Other Sponsor Projects

There are no other projects by the Sponsor within the immediate vicinity (*i.e.*, within a one block radius of the Premises); and no other development projects by sponsor that have been approved by the NYC Department of Buildings or authority having jurisdiction that will be adjacent to or directly across the street from the Property. Any change in this information that occurs while sales are continuing will be disclosed in an amendment within 30 days after Sponsor learns of such information.

SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTINUED EXISTENCE OR LOCATION OF ANY NEIGHBORHOOD SERVICES OR AMENITIES.

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200 WEST 88 CONDOMINIUM

Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (07/1/2027-06/31/2028)

Unit	Bedrooms / Bathrooms/Powder room	Approximate Gross Square Footage of Unit (1)	Approximate Square Footage of Limited Common Elements (Balcony) (1)	Approximate Square Footage of Limited Common Elements (Terrace) (1)	Offering Price (2)	General Percentage of Common Interest (3a)	Percentage of Residential Common Interest (3a)	Estimated Monthly Common Charges (4)	Estimated Annual Common Charges (4)	Estimated Monthly Real Estate Taxes 1st Year (5)	Estimated Annual Real Estate Taxes 1st Year (5)	Estimated Total Monthly Common Charges and Real Estate Taxes 1st Year (6)	Estimated Total Annual Common Charges and Real Estate Taxes 1st Year (6)	RMU
2A	2/1	996			$ 2,000,000.00	0.9153%	0.9499%	$ 1,432.57	$ 17,190.87	$ 1,924.40	$ 23,092.83	$ 3,356.98	$ 40,283.70	
3A	4/3/1	2,825			$ 6,995,000.00	2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
3B	3/3/1	2,408	103			2.2365%	2.3210%	$ 3,500.53	$ 42,006.31	$ 4,702.32	$ 56,427.89	$ 8,202.85	$ 98,434.20	$ 46,865.75
3C	3/3/1	2,553	115		$ 5,925,000.00	2.3726%	2.4622%	$ 3,713.40	$ 44,560.78	$ 4,988.28	$ 59,859.35	$ 8,701.68	$ 104,420.13	$ 49,715.72
4A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
4B	3/3/1	2,408			$ 5,375,000.00	2.2129%	2.2965%	$ 3,463.49	$ 41,561.87	$ 4,652.57	$ 55,830.86	$ 8,116.06	$ 97,392.73	$ 46,369.89
4C	3/3/1	2,553				2.3461%	2.4348%	$ 3,672.05	$ 44,064.56	$ 4,932.73	$ 59,192.77	$ 8,604.78	$ 103,257.32	$ 49,162.10
5A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
5B	3/3/1	2,408				2.2129%	2.2965%	$ 3,463.49	$ 41,561.87	$ 4,652.57	$ 55,830.86	$ 8,116.06	$ 97,392.73	$ 46,369.89
5C	3/3/1	2,553			$ 6,000,000.00	2.3461%	2.4348%	$ 3,672.05	$ 44,064.56	$ 4,932.73	$ 59,192.77	$ 8,604.78	$ 103,257.32	$ 49,162.10
6A	4/3/1	2,825			$ 7,500,000.00	2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
6B	3/3/1	2,408				2.2129%	2.2965%	$ 3,463.49	$ 41,561.87	$ 4,652.57	$ 55,830.86	$ 8,116.06	$ 97,392.73	$ 46,369.89
6C	3/3/1	2,553				2.3461%	2.4348%	$ 3,672.05	$ 44,064.56	$ 4,932.73	$ 59,192.77	$ 8,604.78	$ 103,257.32	$ 49,162.10
7A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
7B	3/3/1	2,273		135		2.1198%	2.1999%	$ 3,317.86	$ 39,814.30	$ 4,456.94	$ 53,483.32	$ 7,774.80	$ 93,297.62	$ 44,420.16
7C	3/3/1	2,382		173		2.2287%	2.3129%	$ 3,488.30	$ 41,859.60	$ 4,685.90	$ 56,230.81	$ 8,174.20	$ 98,090.41	$ 46,702.07
8A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
8B	3/3/1	2,273	135		$ 6,100,000.00	2.1198%	2.1999%	$ 3,317.86	$ 39,814.30	$ 4,456.94	$ 53,483.32	$ 7,774.80	$ 93,297.62	$ 44,420.16
8C	3/3/1	2,308	247			2.1777%	2.2600%	$ 3,408.47	$ 40,901.68	$ 4,578.67	$ 54,944.01	$ 7,987.14	$ 95,845.69	$ 45,633.33
9A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
9B	3/3/1	2,273				2.0888%	2.1677%	$ 3,269.32	$ 39,231.78	$ 4,391.73	$ 52,700.81	$ 7,661.05	$ 91,932.59	$ 43,770.25
9C	3/3/1	2,308				2.1210%	2.2011%	$ 3,319.66	$ 39,835.88	$ 4,459.36	$ 53,512.30	$ 7,779.02	$ 93,348.18	$ 44,444.23
10A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
10B	3/3/1	2,273				2.0888%	2.1677%	$ 3,269.32	$ 39,231.78	$ 4,391.73	$ 52,700.81	$ 7,661.05	$ 91,932.59	$ 43,770.25
10C	3/3/1	2,308				2.1210%	2.2011%	$ 3,319.66	$ 39,835.88	$ 4,459.36	$ 53,512.30	$ 7,779.02	$ 93,348.18	$ 44,444.23
11A	4/3/1	2,825				2.5961%	2.6942%	$ 4,063.27	$ 48,759.25	$ 5,458.27	$ 65,499.24	$ 9,521.54	$ 114,258.50	$ 54,399.89
11B	3/3/1	2,273				2.0888%	2.1677%	$ 3,269.32	$ 39,231.78	$ 4,391.73	$ 52,700.81	$ 7,661.05	$ 91,932.59	$ 43,770.25
11C	3/3/1	2,308				2.1210%	2.2011%	$ 3,319.66	$ 39,835.88	$ 4,459.36	$ 53,512.30	$ 7,779.02	$ 93,348.18	$ 44,444.23
12A	4/4/1	3,140		750		3.0579%	3.1734%	$ 4,786.03	$ 57,432.36	$ 6,429.17	$ 77,149.99	$ 11,215.20	$ 134,582.35	$ 64,076.33
12B	4/3/1	3,048		508		2.9177%	3.0279%	$ 4,566.69	$ 54,800.22	$ 6,134.52	$ 73,614.19	$ 10,701.20	$ 128,414.42	$ 61,139.70
14A	4/4/1	3,140	423			2.9828%	3.0954%	$ 4,668.45	$ 56,021.36	$ 6,271.21	$ 75,254.57	$ 10,939.66	$ 131,275.93	$ 62,502.11
14B	4/3/1	3,048	508		$ 10,500,000.00	2.9177%	3.0279%	$ 4,566.69	$ 54,800.22	$ 6,134.52	$ 73,614.19	$ 10,701.20	$ 128,414.42	$ 61,139.70
PH E	5/5/1	4,364		1996		4.4690%	4.6378%	$ 6,994.58	$ 83,934.96	$ 9,395.95	$ 112,751.44	$ 16,390.53	$ 196,686.40	$ 93,644.84
PH D	5/5/1	4,364	959		$ 17,250,000.00	4.2307%	4.3905%	$ 6,621.69	$ 79,460.32	$ 8,895.05	$ 106,740.58	$ 15,516.74	$ 186,200.90	$ 88,652.57
PH C	5/5/1	4,157	592	204		4.0030%	4.1542%	$ 6,265.35	$ 75,184.18	$ 8,416.36	$ 100,996.35	$ 14,681.71	$ 176,180.53	$ 83,881.75
PH B	4/4/1	3,813	245	581		3.6938%	3.8333%	$ 5,781.35	$ 69,376.22	$ 7,766.20	$ 93,194.41	$ 13,547.55	$ 162,570.63	$ 77,401.90
PH A (LL and UL)	4/4/1	4,203		1668		4.2457%	4.4060%	$ 6,645.07	$ 79,740.80	$ 8,926.45	$ 107,117.35	$ 15,571.51	$ 186,858.14	$ 88,965.49
RESIDENTIAL TOTALS		102,521	3,327	6,015	67,645,000	96.3602%	100.0000%	$ 150,817.84	$ 1,809,814.04	$ 202,596.50	$ 2,431,158.00	$ 353,414.34	$ 4,240,972.04	$2,000,000.00
COMMERCIAL UNIT / (Non-Residential Unit)														
COMM 1		961				0.8831%		$ 529.98	$ 6,359.79	$ 1,618.57	$ 19,422.78	$ 2,148.55	$ 25,782.58	
COMM 2		1,190				1.0936%		$ 656.27	$ 7,875.29	$ 2,004.26	$ 24,051.10	$ 2,660.53	$ 31,926.40	
COMM 3		773				0.7104%		$ 426.30	$ 5,115.63	$ 1,301.93	$ 15,623.11	$ 1,728.23	$ 20,738.74	
COMMERCIAL UNIT/(Non-Residential Unit) Totals		2,924				2.6871%		$ 1,612.56	$ 19,350.72	$ 4,924.75	$ 59,097.00	$ 6,537.31	$ 78,447.72	$ -
Parking UNIT / (Non-Residential Unit)														
PK 1		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 2		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 3		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 4		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 5*		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 6		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 7		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 8		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 9		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 10		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 11		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 12		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
PK 13		88			$ 550,000.00	0.0733%		$ 158.21	$ 1,898.47	$ 134.31	$ 1,611.77	$ 292.52	$ 3,510.24	
Parking UNIT / (Non-Residential Unit) Totals		4,147			$ 7,150,000.00	0.9527%		$ 2,056.68	$ 24,680.11	$ 1,746.08	$ 20,953.00	$ 3,802.76	$ 45,633.11	$ -
BUILDING TOTALS		109,592	3,327	6,015	74,795,000	100.0000%		$ 155,988.32	$ 1,871,859.87	$ 209,267.33	$ 2,511,208.00	$ 363,754.41	$ 4,365,052.87	$2,000,000.00

Footnotes:

1. Unit 2A is designated as the building's Residential Manager's Unit.
2. The real estate taxes in this column assume that the assessment for the First Year of Condominium Operation will not reflect the completion of the Building.
   For the following year, the 2028/2029 tax year, when the assessment will reflect the completion of the Building, the real estate taxes for the Residential Units (and the Parking Units) are projected to increase by approximately 16 percent.
3. All PK units can accommodate vehicle with max length of 17'9.5" and max height of 8'2" and all have charging capabilities for electric vehicles.
4. PK 5 is designated ADA space
5. Total common charges includes bicycle and storage spaces fee
6. The unit designation in this schedule reflect the marketing floor designations. The construction floor designation on the building plans filed with the NYC Department of building for certain units are as follows:
   Units 14A and 14B are located on construction floor 13, Unit PHE is located on construction floor 14, Unit PHD is located on construction floor 15, Unit PHC is located on construction floor 16
   Unit PHB is located on construction floor 17, Unit PHA is located on construction floor 18

200 West 88 CONDOMINIUM

Schedule A-1: Purchase Prices for Storage Space License Agreement and Related Information for the Projected First Year of Condominium Operation

Storage Space #	Storage Space Square Footage	Purchase Price	License Fee Per Month	License Fee Per Year
1	30	$ 46,500	$ 37.50	$ 450.00
2	21	$ 32,550	$ 26.25	$ 315.00
3	21	$ 32,550	$ 26.25	$ 315.00
4	21	$ 32,550	$ 26.25	$ 315.00
5	21	$ 32,550	$ 26.25	$ 315.00
6	21	$ 32,550	$ 26.25	$ 315.00
7	18	$ 27,900	$ 22.50	$ 270.00
8	21	$ 32,550	$ 26.25	$ 315.00
9	21	$ 32,550	$ 26.25	$ 315.00
10	21	$ 32,550	$ 26.25	$ 315.00
11	18	$ 27,900	$ 22.50	$ 270.00
12	21	$ 32,550	$ 26.25	$ 315.00
13	21	$ 32,550	$ 26.25	$ 315.00
14	21	$ 32,550	$ 26.25	$ 315.00
15	31	$ 48,050	$ 38.75	$ 465.00
16	22	$ 34,100	$ 27.50	$ 330.00
17	22	$ 34,100	$ 27.50	$ 330.00
18	22	$ 34,100	$ 27.50	$ 330.00
19	22	$ 34,100	$ 27.50	$ 330.00
20	22	$ 34,100	$ 27.50	$ 330.00
21	22	$ 34,100	$ 27.50	$ 330.00
22	22	$ 34,100	$ 27.50	$ 330.00
23	22	$ 34,100	$ 27.50	$ 330.00
24	22	$ 34,100	$ 27.50	$ 330.00
25	22	$ 34,100	$ 27.50	$ 330.00
26	28	$ 43,400	$ 35.00	$ 420.00
27	21	$ 32,550	$ 26.25	$ 315.00
28	21	$ 32,550	$ 26.25	$ 315.00
29	21	$ 32,550	$ 26.25	$ 315.00
30	21	$ 32,550	$ 26.25	$ 315.00
31	21	$ 32,550	$ 26.25	$ 315.00
32	47	$ 72,850	$ 58.75	$ 705.00
33	39	$ 60,450	$ 48.75	$ 585.00
34	39	$ 60,450	$ 48.75	$ 585.00
35	28	$ 43,400	$ 35.00	$ 420.00
36	39	$ 60,450	$ 48.75	$ 585.00
TOTAL	**889**	**$ 1,377,423**	**$ 1,111**	**$ 13,330**

200 West 88 CONDOMINIUM

Schedule A-2: Purchase Prices for Bike Storage Space License Agreement and Related Information

Bicycle Storage Space	Purchase Price	License Fee Per Month	License Fee Per Year
1	$ 1,000	$ 15.00	$ 180.00
2	$ 1,000	$ 15.00	$ 180.00
3	$ 1,000	$ 15.00	$ 180.00
4	$ 1,000	$ 15.00	$ 180.00
5	$ 1,000	$ 15.00	$ 180.00
6	$ 1,000	$ 15.00	$ 180.00
7	$ 1,000	$ 15.00	$ 180.00
8	$ 1,000	$ 15.00	$ 180.00
9	$ 1,000	$ 15.00	$ 180.00
10	$ 1,000	$ 15.00	$ 180.00
11	$ 1,000	$ 15.00	$ 180.00
12	$ 1,000	$ 15.00	$ 180.00
13	$ 1,000	$ 15.00	$ 180.00
14	$ 1,000	$ 15.00	$ 180.00
15	$ 1,000	$ 15.00	$ 180.00
16	$ 1,000	$ 15.00	$ 180.00
17	$ 1,000	$ 15.00	$ 180.00
18	$ 1,000	$ 15.00	$ 180.00
19	$ 1,000	$ 15.00	$ 180.00
20	$ 1,000	$ 15.00	$ 180.00
21	$ 1,000	$ 15.00	$ 180.00
22	$ 1,000	$ 15.00	$ 180.00
23	$ 1,000	$ 15.00	$ 180.00
24	$ 1,000	$ 15.00	$ 180.00
25	$ 1,000	$ 15.00	$ 180.00
TOTAL	**$ 25,000**	**$ 375**	**$ 4,500**

NOTES TO SCHEDULE A

1. Prospective Purchasers should refer to the Floor Plans included in Part II of the Plan for the dimensions and layouts of Units. The Floor Plans for each Unit and the Outdoor Space adjacent and appurtenant thereto should be inspected to determine its actual dimensions, layout as a physical condition prior to executing a Purchase Agreement. The square foot area and dimensions of the Units listed in Schedule A or on the Floor Plans or in the Declaration may vary within reasonable construction tolerances. There is a rebuttable presumption that a Unit area of a Unit is diminished by five (5%) percent or less than the area set forth on Schedule A, such decrease is not material. None of the Residential Units contain any spaces designated as living space which do not comply with the light and air requirements of the New York City Zoning Resolution. The method of calculating the square footage of the Units does not accurately represent the interior space in the Unit and exaggerates the square footage of the Units. No such variation will affect a Purchaser's obligations under the Purchase Agreement or the Plan unless the net square foot area of the Unit as set forth on Schedule A determined in accordance with the methodology described herein is materially diminished (excluding interior partitions). Sponsor's sole obligation, if the net square foot area of a Unit is diminished materially from the square foot area shown on Schedule A, shall be to refund to Purchaser the Contract Deposit made pursuant to the Purchase Agreement.

2. The purchase prices and other terms of sale of Units may be negotiated by Sponsor and therefore may be changed. Accordingly, Purchasers may pay different purchase prices for similar Units. The effect of this, as well as the right of Sponsor to change purchase prices, is more particularly discussed in the Section entitled "Changes in Prices and Units." In addition to the payment of the purchase price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of Closing, as explained in the Section entitled "Unit Closing Costs and Adjustments." If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional closing costs and expenses relating to such loan. In addition, there will be an apportionment of certain charges relating to the Unit at the time of the Closing of title. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY.

3. The percentage interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(iv) of the Condominium Act, is 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 reflects the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. Each Residential Unit is also assigned an interest in the Residential Common Elements, which is based upon the approximate proportion that the floor area of each Residential Unit at the date of the Declaration bears to the then aggregate floor area of all of the Residential Units, but such proportion also reflects the substantially exclusive advantages enjoyed by one or more but not all of the Residential Units in that portion of the Building containing the Residential Units, including the facilities appurtenant thereto.

4. This reflects the percentage of each Residential Unit in the Residential Common Elements. The same also indicates the percentage of the Residential Common Expenses that will be the responsibility of each Residential Unit Owner. Pursuant to Section 339-m of the RPL, the portion of Common Charges paid by the Commercial Unit Owners (in the aggregate) is less than the Common Interest attributable to the Commercial Units. The Condominium Declaration and the By-Laws provide that the Unit Owners which own the Commercial Units will pay 2.6859 percent of

certain Common Expenses that will benefit the Commercial Unit Owners. The Common Charges payable by the Commercial Unit Owners reflect that the Commercial Units will either not benefit from or use certain building services paid for by the Common Charges. For example, the Commercial Unit Owners will not have access to the lobby that serves as the entrance to the Residential Units and therefore, will not be required to share in the payroll expense for the lobby attendants. In addition, the Commercial Unit Owners will be responsible for the removal of the refuse from their respective units. Sponsor's Expert, Century Management Services, Inc. has certified that the portion of the Common Charges allocated to the Commercial Unit Owners fairly reflects the cost of services provided to the Commercial Units.

5. The estimates contained in this Schedule A were computed by Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be the year from July 1, 2027 through June 30, 2028, and are based on the estimates of such Condominium Budget Expert of the receipts and expenses of the Building for the projected first year of condominium operation. The actual first year of operation of the Condominium may commence before or after July 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 or her Unit, mortgage payments due with respect to a loan or loans, if any, obtained to finance the purchase of his or her Unit, the cost of electricity supplied to his or her Unit to furnish heat, and air-conditioning, the cost of internet service and cable television charges, and the cost of the insurance that a Unit Owner is required to obtain and carry as to his or her Unit pursuant to the By-Laws. The estimated cost of utilities for the operation of a Residential Units is set forth on Schedule B-1. In addition, each Unit Owner shall be responsible for the cost of any improvements, interior repairs and decorations to his or her Unit.

6. The projected real estate taxes set forth in this column have been based upon estimates made by D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP ("DL Partners"), whose opinion appears in Part 1 of this Plan. The estimated real estate taxes that will be payable for each of the Units during the projected First Year of Condominium Operation assumes that the Building will *not* be fully complete on the tax status date for the 2027/2028 tax year, *i.e*. January 5, 2027. For the First Year of Condominium Operation, which corresponds with the 2027/2028 tax year, the projected total taxable assessed value for the Residential, Parking and Commercial Units will be approximately $20,282,500. The projected Assessed Value for the Residential Units and the Parking Units being $19,544,610 and $193,151, respectively, and the projected real estate taxes being approximately $2,431,159 for the Residential Units, in the aggregate, assuming a tax rate of 12.439% and $20,953 for the Parking Units, in the aggregate, assuming a tax rate of 10.848%.

For the following fiscal year, 2028/2029, assuming that the Building is assessed as fully complete, the projected total taxable assessed value for the Residential, Parking and Commercial Units will be approximately $23,451,710. The projected Assessed Value for the Residential Units and the Parking Units being $22,598,490 and $223,331, respectively and the projected real estate taxes being approximately $2,811,026 for the Residential Units, in the aggregate assuming a tax rate of 12.439% and $24,227 for the Parking Units, in the aggregate, assuming a tax rate of 10.848%.

Sponsor does not warrant that the tax rates will be in effect for the 2027/2028, 2028/2029 or subsequent fiscal years. No representation is made or warranty given as to whether there will be (i) a further increase in the assessed valuation of the Property during the five (5) year phase-in period, (ii) an increase in the tax rate, or (iii) a change in the method of determining the assessed fiscal year valuation.

Effective as of November 28, 2005, the revised procedures of the Department of Finance provide for the "locking-in" of the common interest percentages extracted from the condominium declaration filed with the Department of Finance, Tax Map Unit. However, in the event that at time of closing the Units have not been separately assessed, the Condominium will be authorized to make payment of all real estate taxes on the Property and will assess and collect the amount thereof from all Unit Owners in proportion to the Common Interest allocated to each Unit.

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.

The Department of Finance of the City of New York determines the value of the Property for real estate tax purposes annually. Under current New York State law, increases in a property's assessed valuation due to changes in its market value are to be phased in over five (5) years in equal annual increments of twenty (20%) percent increases in value that result from physical alterations and improvements rather than general market conditions, are not phased in. Any further increase in the assessed value during such five-year period resulting from a still higher market value is to be similarly phased in over an additional five-year period. The full increased assessed value targeted to be paid at the end of five (5) years is called the "actual assessed valuation." The "transitional assessed valuations" represents the aggregate of all increments being phased in for a given tax year, plus any "physical" increases. Real estate taxes for a given tax year are based upon the lower of either the actual or transitional assessed valuation, which lower figure is referred to as the "taxable assessed valuation."

Once the New York City tax authorities separately assess the Units, real estate taxes will be payable directly to the taxing authority on the following basis:

Annual Assessment Due Dates ($40,000 or less quarterly)	July 1, October 1, January 1 and April 1
More than $40,000	Semi-annually (July 1 and January 1)

Note that the real estate taxes that will be payable with respect to the Units will vary in future years due to increases in the Assessed Valuation or the Tax Rate, likewise, by reason of these increases, the amount of the tax deduction available to the Unit Owners on account of real estate taxes will likewise vary. Furthermore, the whether or not real estate taxes are deductible, or limitations the amount of such deductions are governed by the Internal Revenue Code and New York State Tax Law, which may be amended in the future. Sponsor makes no warranty about the tax deductions that will be available to Purchasers in the future because of their payment of the real estate taxes

due with respect to their Units***. See Section entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in Part I and the "Counsel's Income Tax Opinion Letter" in Part I for a discussion concerning the deductibility of real estate taxes paid with respect to a Units.***

7. These amounts represent the aggregate estimated carrying charges 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 interior repairs in the Unit, insurance, electricity, and debt service on any financing arranged to purchase the Unit.

8. At the Closing of each Residential Unit, Purchaser thereof, as a closing cost thereof each Purchaser, will be required to make a payment (each such payment, an "RMU Payment", and, collectively, the "RMU Payments") to the Condominium Board in an amount equal to Purchaser's *pro rata* share of the Purchase Price of Unit 2A, to be used as a residence for the Resident Manager plus closing costs, determined in proportion to the Residential Common Interest appurtenant to all Residential Units (other than the Resident Manager's Unit), The amount of the RMU Payment for each Residential Unit appears in this column and shall be payable at Closing by official bank check payable to the Condominium Board, or by wire transfer of immediately available funds, if so directed. Sponsor reserves the right to substitute a different Residential Unit for Unit 2A, but in such case the Purchase Price of such substituted Residential Unit will be no more than 25% more than the Purchase Price of Unit 2A. Sponsor shall disclose any change in the Resident Manager's Unit being sold to the Condominium Board in an amendment to the Plan. The estimated cost of the RMU to be paid at Closing is set forth below:

EXPENSES TO ACQUIRE THE RMU	
Item	Amount
Purchase Price:	$2,000,000.00
First Month's Common Charges:	$1,416.35
Working Capital Fund:	$2,832.70
Sponsor's Legal Fee:	$3,750.00
ACRIS Prep:	$350.00
NYC Transfer Tax:	$29,020.13
NYS Transfer Tax:	$8,114.00
Mansion Tax:	$25,356.25
Total Paid At Closing:	**$70,839.43**

SCHEDULE B

PROJECTED BUDGET

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET
NEW YORK, NEW YORK

Projected Budget for the Projected First Year of Condominium Operation (Note 1)
July 1, 2027 through June 30, 2028

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

SCHEDULE B

200 West 88th Street Condominium

New York, New York
Projected Budget for
the First Year of Condominium Operation
July 1, 2027 to June 30, 2028

PROJECTED INCOME

Common Charges Allocable to Residential Units (Note A)	1,809,814
Storage Space License Fees (Note B)	13,335
Bicycle Space License Fees (Note C)	4,680
Common Charges Allocable to Commercial Units (Note D)	19,351
Common Charges Allocable to Parking Units (Note E)	24,680
TOTAL REVENUE	1,871,860

PROJECTED EXPENSES

	OVERALL CONDO BUDGET	RESIDENTIAL UNITS 96.3602%	COMMERCIAL UNITS 2.6871%	PARKING UNITS 0.9527%
Labor (Note 1)	976,921	960,861	11,242	4,818
Natural Gas (Note 2)	498	484	14	
Water & Sewer (Note 3)	70,720	70,720		
Electricity (Note 4)	247,051	245,359		1,692
Administration (Note 5)	15,900	15,900		
Repairs & Maintenance (Note 6)	40,942	40,851	67	24
Services & Supplies (Note 7)	150,362	149,539	607	215
Insurance (Note 8)	121,000	116,596	3,251	1,153
Management Fee (Note 9)	65,000	62,634	1,747	619
Legal, Audit & Professional Fees (Note 10)	19,500	18,790	524	186
Amenity Operations (Note 11)	60,000	60,000		
Parking Garage Expenses (Note 12)	15,300	-		15,300
Storage Space Expenses (Note 13)	13,335	13,335		
Bicycle Space Fees (Note 14)	4,680	4,680		
Resident Manager's Unit (Note 15)	42,650	41,097	1,146	406
Income Taxes (Note 16)	3,000	2,891	81	29
Contingency (Note 17)	25,000	24,090	672	238
TOTAL EXPENSES	1,871,860	1,827,829	19,351	24,680

NOTES TO SCHEDULE B
200 WEST 88TH STREET CONDOMINIUM

Amounts are projected on the assumption that the First Year of Condominium Operation will be the 12-month period from July 1, 2027 through June 30, 2028. 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 6 months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If the Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers that executed agreements prior to the date such amendment was filed, the right, for 15 days, to rescind their Agreement and receive a refund of their Deposit, together with any interest earned thereon. Projections were made by Sponsor in consultation with Century Management Services, Inc. ("Sponsor's Budget Expert"). Although the projections are believed to be reasonable, the same are neither assured nor guaranteed.

Projected Receipts

A. Common Charges Allocable to the Residential Units ($1,809,814)

The total income projected to be required to meet Common Expenses for the First Year of Condominium Operation is $1,871,860. The aggregate Residential Common Charges to be levied against Residential Units and payable by Residential Unit Owners for the First Year of Condominium Operation will be $1,809,814. The Residential Common Charges together with the Common Charges attributable to the Parking Units, the Storage Space License Fees and the Bicycle Space License Fees will be used by the Board of Managers to pay the expenses for the Residential Section and the proportionate share of the General Common Expenses attributable to the Residential Section. General Common Expenses have been allocated among the Residential Units, the Commercial Units and the Parking Units based on Common Interest, except as described otherwise in the notes below.

Labor	$960,861
Natural Gas	484
Water and Sewer	70,720
Electricity	245,359
Administration	15,900
Repairs and Maintenance	40,851
Services and Supplies	149,539
Insurance	116,596
Management Fee	62,634
Legal, Audit & Prof. Fees	18,790
Amenity Operations	60,000
Resident Managers Unit	41,097
Income Taxes	2,891
Contingency	24,090
Total	**$1,809,814**

B. Storage Space License Fees ($13,335)

The income represents the license fees that the Condominium will receive from Residential Unit Owners who enter into Storage Space Licenses for the use of the Storage Spaces. There are 36 Storage Spaces.

C. Bicycle Space License Fees ($4,680)

The income represents the license fees that the Condominium will receive from Residential Unit Owners who enter into Bicycle Space Licenses for the use of the Bicycle Spaces. There are 25 Bicycle Spaces.

D. Common Charges Allocable to Commercial Units ($19,351)

The Commercial Units will be obligated to pay a percentage of certain Condominium operating expenses. Specifically, the Commercial Units will pay 2.6859% of insurance, management fees, professional expenses, income taxes, and contingency of the Condominium, as described below, and 2.6859% of certain Repairs & Maintenance costs as itemized in Note 6 below and certain Service and Supply costs as itemized in Note 7 below. In addition, the Commercial Units will also pay a portion of the Resident Manager's salary and one Porter's salary to cover base building maintenance and staff supervision. The amount payable by the Commercial Units has been calculated at 5% of the total Resident Manager cost (wages & taxes) and 2% of the total of one (1) Porter against which the General Common Interest of the Commercial Units has been applied. Further, the Commercial Units will pay for related natural gas charges as outlined below. The Commercial Units are paying the fair share of expenses attributable to such Units. The Commercial Unit Owners will pay for the water usage in the Commercial Units be remitting the amounts based upon a water submeter on the building supply. Any dispute regarding the payment of the same shall be decided by Arbitration as set forth in the Offering Plan. Accordingly, the Commercial Units will pay the following Condominium expenses:

Insurance:	$121,000
Management Fee:	$ 65,000
Legal, Audit, & Professional Fees:	$ 19,500
Resident Manager's Unit:	$ 42,650
Income Taxes:	$ 3,000
Contingency:	$ 25,000
Sub Total:	$276,150
$276,150 x 2.6859%:	$ 7,417
Plus 5% of Resident Manager & 2% of Porter Expenses Described Above:	$ 11,242
Plus Natural Gas from note 2:	$ 14
Plus Repairs & Maintenance from note 6:	$ 67

Plus Services & Supplies from note 7:	$ 607
Commercial Units Total:	$ 19,347

E. Common Charges Allocable to Parking Units ($24,680)

The Parking Units will be obligated to pay a percentage of certain Condominium operating expenses. Specifically, the Parking Units will pay .9523% of insurance, management fees, professional expenses, income taxes, and contingency of the Condominium, as described below, and .9523% of certain Repairs & Maintenance costs as itemized in Note 6 below and certain Service and Supply costs as itemized in Note 7 below. In addition, the Parking Units will also pay a portion of the Resident Manager's salary and one Porter's salary to cover base building maintenance and staff supervision. The amount payable by the Parking Units has been calculated at 2% of the total Resident Manager cost (wages & taxes) and 1% of the total of one (1) Porter against which the General Common Interest of the Parking Units has been applied. Further, the Parking Units will pay for all Self-Parking Equipment Maintenance and Repairs and related electricity charges as outlined below. The Parking Units are paying their fair share of expenses attributable to them. Any dispute regarding the payment of same shall be decided by Arbitration as set forth in the Offering Plan. Accordingly, the Parking Units will pay the following Condominium expenses:

Insurance:	$121,000
Management Fee:	$ 65,000
Legal, Audit, & Professional Fees:	$ 19,500
Resident Manager's Unit:	$ 42,650
Income Taxes:	$ 3,000
Contingency:	$ 25,000
Sub Total:	$276,150
$276,150 x .9523%:	$ 2,630
Plus 2% of Resident Manager & 1% of Porter Expenses Described Above:	$ 4,818
Plus Electricity from note 4:	$ 1,692
Plus Repairs & Maintenance from note 6:	$ 24
Plus Services & Supplies from note 7:	$ 215
Plus Self-Parking Equipment Maintenance And Repairs:	$ 15,300
Parking Units Total:	$ 24,679

Projected Expenses

1. **Building Service Employees Labor ($976,921)**

Building Staff (#)	Wages/Yr./Employee	Total Wages
Resident Manager (1)	$ 135,096	$ 135,096*
Porters (2)	65,192	130,384*
Doormen (4)	65,192	260,768*
Concierge (3)	65,192	195,576*
Subtotal		$ 721,824*

The condominium will have one (1) full-time, live-in resident manager who will also perform handyman duties, two (2) full-time porters, three (3) full-time concierge, and (4) full-time doormen who will provide 24/7 coverage.

Taxes and Benefits	
Workers Comp @ 4.00% of applicable wages	$ 28,873
FICA @ 6.20% of applicable wages	44,753
Medicare @ 1.45% of applicable wages	10,466
NYS Unemployment Insurance @ 0.85% of applicable wages	1,550
Federal Unemployment Insurance @ 0.60% of applicable wages	1,094
New York State Disability Insurance @ $28.00/month/employee	3,360
Subtotal	$ 90,097

Employee Benefits	
Health Benefits	$ 165,000
Subtotal	$ 255,097*

Total	**$976,921**

*The projected level of staffing for the Building complies with all applicable housing and labor laws including the City of New York Administrative Code and New York State Department of Labor minimum wage requirements for the respective work classes. It is anticipated that the Building staff employees will be non-union. It is possible that the full staff may not be employed until certain Building occupancy levels are achieved and that all employees may not, immediately upon hire, be eligible for certain benefits.

2. **Natural Gas ($498)**

Natural gas will only be used to power the building's emergency generator. Based on the estimate in a letter dated November 18, 2025 from A&D Engineering, PLLC, 2606 East 15th Street, Brooklyn, NY , the following projection is made for gas usage.

The projections are based on consumption estimates provided by A&D Engineering, PLLC, multiplied by the average current rate.

123 Therms per Year @ $3.6940 per Therm = $453.

Gas costs can vary depending upon consumption and demand. A ten percent (10%) inflation factor has been added at a cost of $45.

3. Water and Sewer Charges ($70,720)

Water provided to the Residential Units will be measured by a single water meter. The usage costs will be attributable to all the Residential Units. The commercial units will have their own separate meters; therefore, the expense is not included in this projection.

The specific projections are based on estimates in a letter dated November 18, 2025 by A&D Engineering, PLLC multiplied by the current rates.

Water & Sewer Charges ($64,291)
3,679,200 gallons per year at $13.07 per 100 cubic feet for water and sewer.
A ten percent (10%) inflation factor has been added at a cost of $6,429.

4. Electricity ($247,051)

Based on estimates in a letter dated November 18, 2025 by A&D Engineering, PLLC, the following projections are made for Common Element Electricity which will be used for common area and exterior lighting and heat, outside air heating, and space heating for all General Common Elements. Electricity will also be used to provide hot water to the Residential Units. All Units will include electrical condenser units for heating and cooling and will be separately metered.

The projections are based on consumption estimates provided by A&D Engineering, PLLC, multiplied by the average current rate. Electricity costs can vary depending upon consumption and demand.

Common Area Electricity
667,624 KWH per year @ $0.3341 cents per KHW = $223,054

Cost for electricity can vary depending upon consumption and demand. A ten percent (10%) inflation factor has been added at a cost of $22,305.

Parking Garage Electricity
4,603 KWH per year @ $0.3341 cents per KHW = $1,538

Cost for electricity can vary depending upon consumption and demand. A ten percent (10%) inflation factor has been added at a cost of $154.

The electricity estimate does not include the cost of electricity for the interior of the Units. The Units will be directly metered and the Unit Owners will be responsible to pay Con Edison directly for the actual and direct usage in their respective Units.

5. Administration ($15,900)

This figure includes anticipated costs of:

Office Supplies & Expenses	$ 1,000
Permits	$ 500
Telecommunications	$ 2,500

Telephone	$ 9,000
Employee Background Screening	$ 1,000
Misc. Administrative	$ 1,900
Total	$15,900

The Residential Unit Owners will share these costs based on their respective Common Interests.

6. Repairs and Maintenance ($40,942)

Since the building will be newly constructed, it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in this budget since all major construction and mechanical systems will be new. Future major capital repairs to the Common Elements will be borne by all Unit Owners.

This figure includes projected expenses for normal maintenance and repair costs of Common Elements (i.e., mechanical equipment, fans, pumps, valves, roofs, exterior walls, doors, etc. Unit Owners will be responsible for the cost of maintaining (as such term is defined in the Declaration) and painting in the interior of their Units. Unit Owners are responsible for the HVAC units within their own units including service and maintenance repair.

The estimate includes projected expenses for:

HVAC Maintenance	$ 10,000
Fire & Safety Equipment	$ 2,500
Pumps, Motors, & Fans	$12,242
Plumbing Repairs and Maintenance	$ 5,000
Electrical Repairs and Maintenance	$ 1,200
Other Repairs & Maintenance	$10,000
Total	$40,942

The Residential Unit Owners will share in the expenses based on their respective Common Interests.

The Commercial Unit Owners and the Parking Unit Owners will share in the Fire & Safety Equipment expenses based on their respective Common Interests.

7. Services and Supplies ($150,362)

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the Condominium. It includes the following items:

Elevator Maintenance	$37,800
Lobby Expense	$ 6,000
Alarm Maintenance	$18,000
Compactor Maintenance	$ 762
Locks & Keys	$ 1,000

Window Cleaning	$25,000
Carpet Cleaning	$ 3,000
Metal & Stone Maintenance	$ 5,000
Exterminating Contract	$ 3,000
Emergency/Back-up Generator	$ 3,600
Uniform Expense	$ 6,000
Landscaping Contract	$20,000
Snow Removal	$ 1,000
Painting Supplies	$ 1,000
Cleaning Supplies	$ 7,500
Electrical Supplies	$ 1,000
Hardware Supplies	$ 1,200
Other Supplies	$ 5,000
Misc. Operating Expenses	$ 4,500
Total	$150,362

No contracts have been entered into. These figures are based on estimates received from Contractors and/or experience in similar buildings. Contracts will not be entered into until the Condominium is closer to completion.

The Commercial Unit Owners and the Parking Unit Owners will share in the Alarm Maintenance, Window Cleaning, Emergency Generator, which services the full building, and Snow Removal expenses based on their respective Common Interests.

8. Insurance ($121,000)

The budget for the Insurance provides, and the Condominium will have at closing, Fire and Casualty Insurance under an Agreed Amount Replacement Cost policy. Insurance coverage for the Building for the First Year of Condominium Operation is based on an estimate from Stern Agency Inc. dated May 5, 2025. **Based upon a Letter of Adequacy from the Stern Agency, Inc. the insurance detailed below is recommended to the Condominium located at 200 West 88th Street New York NY 10024.**

Letter of Adequacy

	Amount of Insurance
PACKAGE	
Property	
Building & Boiler and Machinery	70,000,000
Cause of Loss Special Form	Included
Agreed Value / Replacement Cost	Included
Deductible	25,000
Building Ordinance	Included
Demolition & Increased Cost of Construction	Included
Business Income / Extra Expense	Actual Loss Sustained up to 12 Months
Flood (Rising Water) & Deductible	1,000,000 / 50,000
Earthquake & Deductible	1,000,000 / 50,000
Elevator Collision	Included
General Liability	
Each Occurrence (Bodily Injury / Property Damage)	1,000,000
General Aggregate	2,000,000
Personal Injury	1,000,000
Employee Benefits Liability (Claims-Made) / Deductible	1,000,000 / 1,000
Water Damage Legal Liability / Deductible	Included
Non Owned / Hired Auto	1,000,000
FIDELITY BOND	
Employee Dishonesty & Deductible	500,000 / 5,000
Managing Agents Rider	Included
DIRECTORS & OFFICERS LIABILITY	
Limit & Deductible	1,000,000 / 5,000
Managing Agents Rider	Included
UMBRELLA	
Limit	5,000,000
Excess Directors & Officers Liability (excludes Employment Practices)	Included to Full Limit
Excess Employment Practices Liability	Included
Lead Exclusion / Mold Exclusion	Follow Form
WORKERS COMPENSATION	Statutory
DISABILITY	Statutory

Note: Coverage is subject to receipt of a completed application. A copy of the By-Laws plus a financial statement will be required to bind coverage.

The above estimates are based on current market conditions. Insurance rates are very volatile and influenced by many factors beyond Sponsor's control. Therefore, at the time insurance is actually required to be bound, rates may significantly differ from those indicated.

The above is the insurance recommended to the Condominium located at 200 West 88th Street New York NY 10024, which will be an 18-story Fire Resistant building

of containing approximately 140,000 square feet, which upon completion is intended to contain 37 Residential Units and 13 Parking Units.

By carrying a $70,000,000 Building Limit, the hazard insurance company will include a provision known as an "Agreed Value & Replacement Cost" endorsement. The carrier agrees to reimburse the insured for property losses up to the full amount of the policy regardless of the actual "replacement value" of the building. This clause has the effect of "waiving" any co-insurance penalty that the insurer might otherwise invoke. This clause does not mean that the Condominium Association would receive sufficient proceeds to rebuild the entire building in the event of a substantial loss or total destruction. The Condominium Board should periodically review the amount of insurance carried for the building coverage and Loss of Income/Common Charges to insure that the amount of coverage carried is sufficient.

Based on the offering information, the building value of $70,000,000 is based on approximately 140,000 square feet of space for full repair and replacement without deduction for depreciation.

The Condominium's Insurance will (1) provide that each Unit Owner be included as an additional insured with respect to the Common Elements; (2) provide that there will no cancellation without notice to the Board of Managers as long as they are first named insured; and (3) permit the Condominium to waive subrogation in accordance with the Condominium By-laws.

Sponsor will obtain the following waivers as of the date of the First Unit Closing: (1) Waiver of Invalidity because of acts of the insured and unit owners; and (2) Waiver of *pro rata* reduction if Unit Owners obtain additional coverage.

The annual estimated premium for Condominium insurance for 2025 is $110,000. This is a non-binding indication and would be subject to market and rate changes and is favorable insurance company inspection. Insurance costs are estimated to increase when policies take effect at the First Unit Closing; therefore, an additional $11,000 was factored into the budget estimate.

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

Statutory coverage (Workers Compensation & NY Disability) is not included in the estimated insurance cost and is based on payroll and rates in effect on the date of the First Unit Closing.

Environmental Protection Liability is also not included in the above. The cost is subject to a completed application and rates then in effect at the time of closing.

Coverage for the "Unit Owners" is not included in the above schedule, as follows:

1. Fire or casualty losses to the contents of the Units including replacements, additions, fixtures and improvements therein; and

2. Liability for personal injury or property damage by reason of occurrences in their Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the unit.

Purchasers should note that the Condominium By-Laws require individual Unit Owners to maintain liability coverage and property insurance coverage on respective Units and the personal property located therein.

Note: Coverage is subject to receipt of a completed application. A copy of the By-Laws plus a financial statement.

The above estimates are based on current market conditions. Insurance rates are very volatile and influenced by many factors beyond Sponsor's control. Therefore, at the time insurance is actually required to be bound, rates may significantly differ from those indicated.

9. Condominium Management ($65,000)

This figure represents the estimated annual cost of the Condominium management services, based on prevailing rates. Sponsor expects to have the Board of Managers enter into a written agreement with Century Management Services, Inc. for a term of one year effective on the date of the First Unit Closing. The Unit Owners will share this cost based upon their respective common interest.

10. Legal, Audit & Professional Fees ($19,500)

This figure is budgeted to provide $15,000 for auditing and accounting fees in connection with the preparation of the first year's audited financial statements and tax returns for the Condominium, based on an estimate prepared by Prisand, Mellina, Unterlack & Co., LLP, 131 Sunnyside Blvd., Plainview, NY, dated June 17, 2025. The budgeted amount also projects $4,500 for minor legal services rendered in connection with the operation of the Condominium. The Unit Owners will share these costs based on their respective Common Interests.

11. Amenity Operations ($60,000)

This projection represents the anticipated cost of having a virtual concierge service that will assist with lifestyle services for residents for the first year of condominium operation based on a proposal prepared by LIV, 200 West 88th Street, New York, NY.

12. Garage Expenses ($15,300)

There will be 13 Parking Units located in the automated parking garage on the Floor 2 of the Building. The service contract to maintain the car lift, which will transport vehicles from the entrance to the Garage is by Parkstory Inc. at $7,800 per year. The balance of the Garage Expenses represents the anticipated cost of miscellaneous maintenance and repairs. The Garage Expenses will be paid solely by the Parking Unit Owners. The Garage Expenses are in addition to amounts allocated for electrical usage, insurance premiums, management fees, legal, audit and professional fees, the Resident Manager's Unit, income taxes and contingency, as a portion of the Parking Unit Common Charges pursuant to Section 339-m.

13. Storage Space Expenses ($13,335)

Sponsor intends to sell 36 Storage Spaces which will be situated in the Storage Room located in the basement of the Building. This amount represents the estimated expenses that will be incurred by the Condominium for the maintenance, utilities and insurance related to the Storage Room and the Storage Spaces.

14. Bicycle Space Expenses ($4,680)

Sponsor intends to sell 25 Bicycle Spaces which will be situated in the Bicycle Storage Room located in the basement of the Building. This amount represents the estimated expenses that will be incurred by the Condominium for the maintenance, utilities and insurance related to the Bicycle Storage that will contain the Bicycle Spaces.

15. Resident Manager Unit ($42,650)

The budgeted amount for the Resident Manager's Unit includes the following costs: Common Charges and Real Estate Taxes attributable to the Resident Manager's Unit, utilities, parking and telephone.

16. Income Taxes ($3,000)

This figure represents the estimated annual cost of federal, state and city income taxes as 200 West 88th Street Condominium will satisfy the 85/15% test under Internal Revenue Code Section 528, and therefore, will qualify as a homeowner's association under that section. As a result, net income (excess assessments over and above the amounts used for the operation of the Property) should not be subject to federal, state and city tax. In any case, the Condominium will be responsible to pay income tax on any interest earned on bank accounts or other investments.

17. Contingency ($25,000)

This amount, to be used at the discretion of the Condominium Board, is intended to benefit the Condominium by providing a fund for unanticipated expenses not included in the budget and for possible increases in one or more items of operating expense above the amounts projected. The Unit Owners will share these costs based on their respective Common Interests.

. . . . . .

IN THE OPINION OF CENTURY MANAGEMENT SERVICES, INC. THE FOREGOING ESTIMATED COMMON CHARGES ARE SUFFICIENT TO PAY THE PROJECTED OPERATING EXPENSES FOR THE FIRST YEAR OF OPERATION OF THE CONDOMINIUM, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JULY 1, 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 CONDOMINIUM OPERATION WILL BE PRECISELY AS SET FORTH IN THIS BUDGET.

NOTES TO SCHEDULE B

SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE IN THE EVENT OF ANY MATERIAL CHANGES IN THE BUDGET, WHICH MAY GIVE RISE TO A RIGHT TO RESCIND, UNTIL SUCH CHANGES TO THE BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION ARE DISCLOSED IN AN AMENDMENT TO THE PLAN.

SPONSOR EXPECTS THE FIRST UNIT CLOSING TO OCCUR ON OR ABOUT JULY 1, 2027. IF THE COMMENCEMENT OF CONDOMINIUM OPERATION IS DELAYED SIX (6) MONTHS OR MORE FROM SUCH DATE, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET CONTAINING CURRENT PROJECTIONS. IF SUCH PROJECTIONS EXCEED THE ORIGINAL PROJECTIONS BY 25 PERCENT OR MORE, PURCHASERS WILL BE OFFERED THE RIGHT OF RESCISSION. IN THE EVENT THAT A RIGHT OF RESCISSION IS OFFERED, THE SAME MUST BE EXERCISED THE SAME AS SET FORTH IN SUCH AMENDMENT, WHICH, IN NO EVENT, WILL BE LESS THAN WITHIN FIFTEEN (15) DAYS OF THE PRESENTATION DATE OF SUCH AMENDMENT. IN THE EVENT THAT ANY PURCHASER EXERCISES A RIGHT TO RESCIND, SPONSOR MUST CAUSE ESCROW AGENT TO PROMPTLY RETURN ANY DEPOSIT TO PURCHASERS WHO RESCIND WITHIN THE PERIOD SET FORTH IN THE AMENDMENT.

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November 18, 2025

Projection of Utility Cost for Building and Individual Units
200 West 88th Street, New York, NY 10024

GENERAL

The charges indicated below are based on the following assumption:

1. Heating is based on 4,619 degree-days officially provided datum obtained from New York State Energy Research and Development Authority (NYSERDA). The System shall maintain 68-degree Fahrenheit in the residential units when outdoor air temperature is 12.8-degree Fahrenheit (2022 NYC BC, SECT 1204).
2. Air conditioning system shall maintain 78-degree Fahrenheit at 50-percent relative humidity when outdoor air temperature is 89-degree Fahrenheit and the coincident wet bulb temperature is 73-degree Fahrenheit (2022 NYC BC, SECT 1204). Windows to have curtains, Venetian blinds, or other shading materials.
3. Energy rate structure for electricity use is based on NYSERDA Rate for Residential.
4. Each residential unit is calculated to have a split electrical heat pump HVAC system, electrical washer, and all other appliances included in the sale. Domestic hot water is provided by (2) two electric water heaters and (2) two heat pump water heaters.
5. The estimated first year cost for Water and Sewer as of July 2027 projected first year of condominium operation, using current rate as of October 2025, is an estimated rate of $5.05 per hundred cubic feet of water and the average as listed below:

   2-bedroom apartment (3 people) – 180gal/day;
   3-bedroom apartment (4 people) – 240gal/day;
   4-bedroom apartment (5 people) – 300gal/day;
   5-bedroom apartment (6 people) – 360gal/day.

   Charges for waste and storm sewer services are $8.02, for a combined water/sewer charge of $13.07 per 100 cf of water.
6. The estimated Electric cost, as of July 2027 projected first year of condominium operation, using current rate as of October 2025, plus an inflation factor estimated at 10%, results in an estimated cost of $0.3341/kWH. This is an estimated rate which includes service charge, taxes and estimated increase. Note that the state of the electrical industry in New York City and State is extremely volatile due to various political and economic issues and the future electrical costs cannot be accurately predicted. However, the costs provided below should allow for an accurate order of magnitude estimate.

Bare Cost	$ 0.2618
10% Increase (Est.)	$ 0.0262
Sub-total	$ 0.2880
16% Taxes	$ 0.0461
Total (Estimated)	**$ 0.3341**

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7. The estimated first year Gas cost, as July 2027 projected first year of operation, using current rate as of October 2025, plus an inflation factor estimated at 10%, results in as estimated rate of $3.6940/therm, for the projected first year of condominium operation. This is an estimated rate which includes service charge, taxes and estimated increase. Note that the state of the natural gas industry in New York City and State is extremely volatile due to various political and economic issues and the future gas costs cannot be accurately predicted. However, the costs provided below should allow for an accurate order of magnitude estimate.
   The figures can vary considerably depending on the severity of the weather, the efficiency of the actual equipment installed, occupants' personal habits as well as other operating parameters. These figures are not intended to be a guarantee.

Bare Cost	$ 2.895
10% Increase (Est.)	$ 0.2895
Sub-total	$ 3.1845
16% Taxes	$ 0.5095
Total (Estimated)	**$ 3.6940**

A. ESTIMATED UTILITIES FOR HOUSE LOADS / AREAS

WATER CHARGE & SEWER RENT

Water and Sewer Charges for the metered building are assessed by the City of New York based on the actual amount of usage. The City of New York currently charges $13.07 per hundred cubic feet of water and sewer (approximately 748 gallons). There will be one water meter servicing the entire building.

We estimate that daily water consumption will be as listed below for an annual water consumption of:

2 BR APT (3 People)	1	apt	x	180	gal	x	365	days	65,700	gal/yr
3 BR APT (4 People)	18	apt	x	240	gal	x	365	days	1,576,800	gal/yr
4 BR APT (5 People)	15	apt	x	300	gal	x	365	days	1,642,500	gal/yr
5 BR APT (6 People)	3	apt	x	360	gal	x	365	days	394,200	gal/yr
Total apartments	**37**								**3,679,200**	**gal/yr**
	3,679,200	gal/yr	/	748	gal				4,919	HCF/yr
Total annual usage	4,919	HCF/yr	x	$	13.07	per HCF			**$ 64,288**	**per year**
									$ 5,357.30	**per month**

Based on current combined water and sewer rates of $13.07 per HCF.

* These costs may vary based on occupancy and use.

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ELECTRICAL USAGE (CONDO UNITS)

Typical Calculations for :
Units: **2BD**
Area: 898 sq. ft.

Lighting		3	w	x	898.00	sq.ft.	x	2 hr/day x 30 days	161.6	kwh/month
Refrigerator		1.5	kw	x	1.5	hr/day	x	30 days	67.5	kwh/month
Dishwasher		2.8	kw	x	16	hr/month			44.8	kwh/month
Microwave		1.5	kw	x	0.15	hr/day	x	30 days	6.75	kwh/month
El. Range		10.2	kw	x	0.5	hr/day	x	30 days	153	kwh/month
El. Oven		6	kw	x	0.5	hr/day	x	30 days	90	kwh/month
Steam Generator		10	kw	x	0.25	hr/day	x	5 days	12.5	kwh/month
DEH & Inline Fan		4.575	kw	x	0.5	hr/day	x	30 days	68.625	kwh/month
Washer/Dryer Machine		5.3	kw	x	16	hr/month			84.8	kwh/month
Wine Cooler		0.4	kw	x	8	hr/month			3.2	kwh/month
Sub-Total Annual Usage:		692.8	kwh/months	x	12	month			**8,314**	**kwh/yr**
Air Handler(s)		0.48	kw	x	10	hr/day	x	30 days	144	kwh/month
CU unit:		4	kw	x	8	hr/day	x	30 days	960	kwh/month
		1,104	kwh/month	x	8	month			**8,832**	kw/yr
Heating(bathrooms):	1 x	1.5	kw	x	1	hr/day	x	30 days	45	kwh/month
		45	kwh/month	x	2	month			**90**	kw/yr
Annual Cost:		17,236	kwh/yr	x	33.41	c/kw			**$ 5,758**	**per year**

TOTAL ANNUAL USAGE: **$5,758** per year or **$479.87** per month

* These costs may vary based on occupancy and use

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Typical Calculations for :
Units: **3BD (Typical for all 3 Bedroom apartments)**
Area: approximately 2,075 sq. ft.

Lighting		3	w	x	2,075.00	sq.ft.	x	2 hr/day	x	30 days	373.5 kwh/month
Refrigerator		1.5	kw	x	1.5	hr/day	x	30 days			67.5 kwh/month
Dishwasher		2.8	kw	x	16	hr/month					44.8 kwh/month
Microwave		1.5	kw	x	0.15	hr/day	x	30 days			6.75 kwh/month
El. Range		10.2	kw	x	0.5	hr/day	x	30 days			153 kwh/month
El. Oven		6	kw	x	0.5	hr/day	x	30 days			90 kwh/month
Steam Generator		10	kw	x	0.25	hr/day	x	5 days			12.5 kwh/month
DEH & Inline Fan		4.575	kw	x	0.5	hr/day	x	30 days			68.625 kwh/month
Washer/Dryer Machine		5.3	kw	x	16	hr/month					84.8 kwh/month
Wine Cooler		0.4	kw	x	8	hr/month					3.2 kwh/month
Sub-Total Annual Usage:		904.7	kwh/months	x	12	month					**10,856 kwh/yr**
Air Handler(s)		1.85	kw	x	10	hr/day	x	30 days			555 kwh/month
CU unit:		5.5	kw	x	8	hr/day	x	30 days			1,320 kwh/month
		1,875	kwh/month	x	8	month					**15,000** kw/yr
Heating(bathrooms):	1 x	4.5	kw	x	1	hr/day	x	30 days			135 kwh/month
		135	kwh/month	x	2	month					**270** kw/yr
Annual Cost:		26,126	kwh/yr	x	33.41	c/kw					**$ 8,729 per year**

TOTAL ANNUAL USAGE: **$8,729** per year or **$727.39** per month

* These costs may vary based on occupancy and use

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Typical Calculations for :
Units: **4BD (Typical for all 4 Bedroom apartments)**
Area: approximately 2,515 sq. ft.

Lighting		3	w	x	2,515.00	sq.ft.	x	2	hr/day	x 30	days	452.7 kwh/month
Refrigerator		1.5	kw	x	1.5	hr/day	x	30	days			67.5 kwh/month
Dishwasher		2.8	kw	x	16	hr/month						44.8 kwh/month
Microwave		1.5	kw	x	0.15	hr/day	x	30	days			6.75 kwh/month
El. Range		10.2	kw	x	0.5	hr/day	x	30	days			153 kwh/month
El. Oven		6	kw	x	0.5	hr/day	x	30	days			90 kwh/month
Steam Generator		10	kw	x	0.25	hr/day	x	5	days			12.5 kwh/month
DEH & Inline Fan		4.575	kw	x	0.5	hr/day	x	30	days			68.625 kwh/month
Washer/Dryer Machine		5.3	kw	x	16	hr/month						84.8 kwh/month
Wine Cooler		0.4	kw	x	8	hr/month						3.2 kwh/month
Sub-Total Annual Usage:		983.9	kwh/months	x	12	month						**11,807 kwh/yr**
Air Handler(s)		1.97	kw	x	10	hr/day	x	30	days			591 kwh/month
CU unit:		7.16	kw	x	8	hr/day	x	30	days			1,718 kwh/month
		2,309	kwh/month	x	8	month						**18,475** kw/yr
Heating(bathrooms):	1 x	4.5	kw	x	1	hr/day	x	30	days			135 kwh/month
		135	kwh/month	x	2	month						**270** kw/yr
Annual Cost:		30,552	kwh/yr	x	33.41	c/kw						**$ 10,207 per year**

TOTAL ANNUAL USAGE: **$10,207** per year or **$850.61** per month

* These costs may vary based on occupancy and use

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Typical Calculations for :
Units: **5BD (Typical for all 5 Bedroom apartments)**
Area: approximately 3,334 sq. ft.

Lighting		3	w	x	3,334.00	sq.ft.	x	2 hr/day	x	30 days	600.1 kwh/month
Refrigerator		1.5	kw	x	1.5	hr/day	x	30 days			67.5 kwh/month
Dishwasher		2.8	kw	x	16	hr/month					44.8 kwh/month
Microwave		1.5	kw	x	0.15	hr/day	x	30 days			6.75 kwh/month
El. Range		10.2	kw	x	0.5	hr/day	x	30 days			153 kwh/month
El. Oven		6	kw	x	0.5	hr/day	x	30 days			90 kwh/month
Steam Generator		10	kw	x	0.25	hr/day	x	5 days			12.5 kwh/month
DEH & Inline Fan		4.575	kw	x	0.5	hr/day	x	30 days			68.625 kwh/month
Washer/Dryer Machine		5.3	kw	x	16	hr/month					84.8 kwh/month
Wine Cooler		0.4	kw	x	8	hr/month					3.2 kwh/month
Sub-Total Annual Usage:		1131.3	kwh/months	x	12	month					**13,576 kwh/yr**
Air Handler(s)		3.3	kw	x	10	hr/day	x	30 days			990 kwh/month
CU unit:		8.65	kw	x	8	hr/day	x	30 days			2,076 kwh/month
		3,066	kwh/month	x	8	month					**24,528** kw/yr
Heating(bathrooms):	1 x	4.5	kw	x	1	hr/day	x	30 days			135 kwh/month
		135	kwh/month	x	2	month					**270** kw/yr
Annual Cost:		38,374	kwh/yr	x	33.41	c/kw					**$ 12,821 per year**

TOTAL ANNUAL USAGE: **$12,821** per year or **$1,068.38** per month

* These costs may vary based on occupancy and use

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COMMON AREAS ELECTRICAL CHARGES

Lighting Cost

1) Common Area Lighthing Cost (LED)

approximately	31,174	sq ft	x	0.49	w/sq ft	x	8	hrs/day	x	365	days/yr	44,604 kwh/yr
	44,604	kwh/yr	x	0.3341	$/kwh							$ 14,902 per yr

2) Exterior Lighting Cost (LED)

	10	fixt	x	7.5	w/ea	x	8	hrs/day	x	365	days/yr	219 kwh/yr
	10	fixt	x	26.1	w/ea	x	8	hrs/day	x	365	days/yr	762 kwh/yr
	981	kwh/yr	x	0.3341	$/kwh							$ 328 per yr

Sub -Total Lighting Cost **$ 15,230 per yr**

Heating (Stairs, Utility Rm, Entry & Elevator Vestibule)

13 x	1.125	kw	x			6	hrs	x	30	days	x 1 months	2,633 kwh/yr
7 x	2.25	kw	x			6	hrs	x	30	days	x 1 months	2,835 kwh/yr
	5,468	kwh/yr	x	0.3341	$/kwh							**$ 1,827** per yr

Heat pump water heater: (2)

2	40	kw	x	8	hrs	x	30	days	x	12	months	230,400 kwh/yr

Electric water heater: (2)

2	12.3	kw	x	8	hrs	x	30	days	x	12	months	70,848 kwh/yr

Triplex constant pressure booster system: (1)5.0HP

	5	kw	x	0.5	hrs	x	30	days	x	12	months	900 kwh/yr

Triplex constant pressure booster system: (2)10.0HP

2	10	kw	x	0.5	hrs	x	30	days	x	12	months	3,600 kwh/yr

Duplex sewage ejector pump: (1)2.0HP

	2	kw	x	0.5	hrs	x	30	days	x	12	months	360 kwh/yr

Elevator sump pump: (1)0.5HP

	0.5	kw	x	0.25	hrs	x	30	days	x	12	months	45 kwh/yr

Duplex sump pump: (1)0.5HP

	2	kw	x	0.25	hrs	x	30	days	x	12	months	180 kwh/yr

Fire pump: (1)100HP

	100	kw	x	0.5	hrs	x	1	days	x	12	months	600 kwh/yr

Jockey pump: (1)3.0HP

	3	kw	x	0.1	hrs	x	30	days	x	12	months	108 kwh/yr

Elevator: (2) 30HP

2	30	kw	x	1.5	hrs	x	30	days	x	12	months	32,400 kwh/yr

Air Handlers & CU for Lobby and Corridors:

	17	kw	x	8	hrs	x	30	days	x	12	months	48,960 kwh/yr

Air Handlers & CU for Amenities and Public spaces:

	38.8	kw	x	8	hrs	x	30	days	x	12	months	111,744 kwh/yr

Miscellaneous:

12 (Fans) x	0.25	kw	x	24	hrs	x	30	days	x	12	months	25,920 kwh/yr
3 (ERV) x	2.2	kw	x	24	hrs	x	30	days	x	12	months	57,024 kwh/yr
2 (EMR) x	1.8	kw	x	24	hrs	x	30	days	x	12	months	31,104 kwh/yr

Receptacles

50 x	0.2	kw	x	0.5	hrs	x	30	days	x	12	months	1,800 kwh/yr

Sub -Total Pumps and Miscellaneous Cost	616,572	kwh/	x	0.3341	$/kwh		**$ 205,997** per yr
TilePark System Energy Cost	4,603	kwh/	x	0.3341	$/kwh		**$ 1,538** per yr

TOTAL ANNUAL USAGE **672,227 kwh/yr** **$224,591 per year** **or** **$18,716 per month**

* These costs may vary based on occupancy and use

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GAS USAGE CHARGES

STANDBY GAS GENERATOR	1 x	2042 MBH/hr			x	6 hr/year	123	therms/yr
123 therms/yr		**x**	**$**	**3.6940 therms**			**$**	**453 per year**
							$	**37.72 per month**

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* These costs may vary based on occupancy and use

Individual EV-Charging Station Charge			
Cost $/KWH	$ 0.3341		
Recharges Per Week	1		
	Battery Capacity (kWh)	Cost to Recharge from Empty (One Time)	Monthly Cost
AVERAGE CAR	95.46	$31.89	$143.5

Sincerely,



Alexander Soskin, P.E.
A & D Engineering, PLLC

CENTURY

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

October 31, 2025

New York State Department of Law
28 Liberty Street
New York, New York 10005
Attn: Real Estate Finance Bureau

Re: Offering Plan for 200 West 88th Street Condominium
Sponsor: Amsterdam 88 LLC
Property: 200 West 88th Street
New York, New York 10024

Dear Sir or Madam:

Century Management Services, Inc. (the "**Firm**") has been retained by Amsterdam 88 LLC (the "**Sponsor**") to review the percentage of Common Interest in the Common Elements allocated to each Unit of the Condominium as set forth on Exhibit B to the Declaration of the Condominium.

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

The Common Interest allocated to each of the Units in the Declaration are as follows:

Residential Units	96.3618%
Commercial Units	2.6859%
Parking Units	.9523%
TOTAL	100.00%

In the Firm's opinion, this method of determining Common Interest is in compliance with New York State Real Property Law Section 339-i(1)(iv).

Very truly yours,
CENTURY MANAGEMENT SERVICES, INC.

By: _____
Russell Heigel
Managing Director

1430 Broadway Suite 505 New York, NY 10018 T 212.560.6400 F 212.560.6420 www.centuryny.com



GreenspoonMarder LLP

1345 Avenue of the Americas, Suite 2200
New York, NY 10105
Phone: 212.524.5000
Fax: 212.524.5050

October 31, 2025

New York State Department of Law
Real Estate Financing Bureau
28 Liberty Street
New York, NY 10005

Re: 200 West 88th Street Condominium
200 West 88th Street, New York, NY

Ladies and Gentlemen:

We have acted as special counsel for Amsterdam 88 LLC., a New York limited liability company ("Sponsor"), in connection with the preparation of the condominium offering plan, declaration of condominium and the by-laws for the referenced condominium. We have been asked to opine as to whether the allocation of the percentages of common interest allocated to the respective Units as set forth in Schedule A of the condominium plan is in conformance with the provisions of the Real Property Law, Article 9-B, Section 339-i(1)(iv). In such capacity, we have reviewed the provisions of Section 339-i(1)(iv) and the opinion of Century Management Services, Inc. dated October 31, 2025.

Sponsor has used method (iv) set forth in Section 339-i(1), that is upon the floor space of the units, subject to the relative value to the other space in the Condominium, the availability of the common elements for exclusive or shared use, and the overall dimensions of the Units.

Solely in reliance upon the opinion letter prepared by Century Management Services, Inc., it is our opinion that the allocation of the percentages of common interest allocated to each of the respective Units as set forth in Schedule A of the Plan complies with the requirements of Section 339-i(1)(iv).

We assume no obligation to supplement this opinion the applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof. We do not express any opinion on any subject not expressly addressed herein. A copy of this letter may be included in the condominium offering plan.

Very truly yours,

GREENSPOON MARDER LLP

Greenspoon Marder LLP

COMMERCIAL UNITS

There will be three (3) Commercial Units in the Condominium located on the easterly side of the first floor of the Building facing Amsterdam Avenue. The Commercial Unit Owners have rights and obligations that differ from those of the Residential Unit Owners. The differences in the rights and obligations of the Commercial Unit Owners and Residential Unit Owners will not have a material adverse impact upon the Condominium. Such rights and obligations are set forth in this section.

The Commercial Units may be used for any lawful purpose, including, without limitation, for retail, a wine store, a restaurant, a night club, banking, commercial, office, medical and dental office, municipal, school annex, and utility purposes. Notwithstanding the foregoing, certain uses are expressly prohibited, including, without limitation the following: pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment.

The Commercial Units are not presently being offered for sale pursuant to this Plan. In the event Sponsor elects to offer the Commercial Units for sale, the Plan will be amended accordingly. As of the date hereof, no lease agreement has been entered into for any of the Commercial Units. At such time when there is a lease agreement for any Commercial Unit, the Plan will be amended accordingly.

It is currently anticipated that the Commercial Units will initially be used as retail space or as a restaurant. No representation or warranty is made with respect to such initial or any subsequent uses of the Commercial Units or with respect to whom the owner or tenant(s) of the Commercial Units may be at any time. Notwithstanding the foregoing, the Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Commercial Units (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration.

Sponsor shall not, prior to the expiration of the Initial Control Period, use its votes to amend the Declaration to permit any of the foregoing prohibited uses. No unlawful use may be made of the Property or any portion thereof and all valid Applicable Law relating to any portion of the Property shall be complied with at the sole cost and expense of the Commercial Unit Owners or the Condominium Board, whichever party has the obligation to maintain or repair such part of the Property, as set forth in the Declaration or the By-Laws. No income derived from any use of the Commercial Units will constitute income to the Condominium Board or the Residential Unit Owners.

The Commercial Unit Owners and tenants of the Commercial Units shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing such Commercial Unit or any portion of the Building servicing such Commercial Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or servicing such Commercial Unit.

In addition to the foregoing, the Commercial Unit Owners and their tenants shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any, and an easement, in all cases, subject to Law and the Condominium Documents:

to make alterations, additions, improvements, or repairs in or to the interior portions of the Commercial Units, whether structural or non-structural, ordinary or extraordinary, including, without limitation, any alterations with respect to the type, number, or layout of rooms in the Commercial Units;

(1) to amend the Certificate of Occupancy of the Building with respect to the use or number of Commercial Units, but only after Sponsor has procured a Certificate of Occupancy for the Residential Units, provided however, the Declaration and By-Laws prohibit the Commercial Unit Owners from amending the Certificate of Occupancy in a manner that would specifically permit any of the prohibited uses listed above;

(2) to erect, maintain, repair and replace one or more signs and lighting, of such size and content as such Commercial Unit Owners shall determine in the windows or on the exterior of the Commercial Units, including, without limitation, any storefronts of such Commercial Units, for the purposes of advertising (a) the sale or rental of all or any portion of the Commercial Units or (b) the identification of any business operating in the Commercial Units, which signs may be located only on the designated signage band situated below the HVAC vents;

(3) subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior facade and/or the windows of the Commercial Units, including, without limitation, any storefronts, and (ii) create additional means of egress and ingress to such Commercial Units (provided however that such additional means of ingress and egress shall in no event encroach on the Residential Common Elements); and

(4) to make all arrangements for the prompt repair and restoration of the Commercial Units to the extent any of the Commercial Units are damaged or destroyed by fire or other casualty.

Each Commercial Unit Owner will be obligated to pay its respective share of common expenses that are incurred by the Condominium Board in furnishing services, and operating, maintaining and repairing Common Elements, but only to the extent the same are utilized by or benefit the Commercial Units. Schedule B and the Declaration provide that certain expenses are not allocated between the Commercial Units, in the aggregate, and the Residential Units, in the aggregate. The allocation has been made based upon the anticipated and projected use of certain services or supplies, The Declaration requires and Schedule B – the budget for the First

Year of Condominium Operation reflects that the Commercial Unit Owners, in the aggregate will be allocated 2.6859 percent of certain line items included in the Common Expenses, *i.e.* wages for the porter, natural gas (for the operation of emergency generator only); repairs and maintenance for the fire and safety systems and the generator, snow removal and added window cleaning, insurance, management fees, legal, audit and professional fees, the Resident Manager's Unit, income taxes and the contingency and the service contracts for the fire extinguishers, fire alarm, central station monitoring, sprinkler and telephone and other expenses:, and office expenses. The allocation of the cost of services is predicated upon the non-use or disproportionately lower usage of such services by the Commercial Units Such expenses reflect those items that serve or benefit the Commercial Units. ***See Schedule B Footnotes for additional information.***

The Commercial Unit Owners, in the aggregate, shall be entitled to appoint one member to serve on the Condominium Board. For so long as Sponsor owns one or more of the Commercial Units, Sponsor shall be entitled to appoint the Commercial Board Member to the Condominium Board. In the event that different parties own the Commercial Units, the Commercial Unit Owners shall have the right to create a Commercial Board, which shall consist of a member appointed by each Commercial Unit Owners to administer the affairs of the Commercial Section. All determinations which affect only the Commercial Units and do not adversely affect the Residential Units and/or the Limited Common Elements appurtenant thereto or the use of the Residential Units for the permitted purposes thereof, shall be made exclusively by the Board member appointed to the Condominium Board by the Commercial Unit Owners or the Commercial Board, if the Commercial Unit Owners have constituted the same. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Units and/or the Parking Units and materially and adversely affects the Commercial Unit, or (ii) relate to the Commercial Unit and materially and adversely affects the Residential Units and/or the Parking Units or the Residential Common Elements and/or the Garage, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. The Board Member appointed by the Commercial Unit Owners shall be entitled to vote on all matters that concern the entire Building and or adversely impact the Commercial Units.

It is the opinion of Century Managements Services, Inc., as more fully set forth in its Certification contained in Part II, that the Common Charges payable by the Commercial Unit Owners are sufficient to cover the expenses that are fairly attributable to the Commercial Units. In the event of a dispute arises over the allocation of Common Charges between the Commercial Unit Owners and the Residential Unit Owners, such disputes are to be resolved by Arbitration (as defined in the By-Laws).

After operation of the Condominium has commenced, it is anticipated that the Common Charges payable by the Commercial Unit Owners may be periodically adjusted, but not more frequently than once each year, to reflect the proportion properly attributable to the then amount of usage by the Commercial Unit Owners. If the Condominium Board and the Commercial Unit Owners cannot agree on such adjustment, the dispute will be submitted to arbitration to the American Arbitration Association in the City and State of New York in accordance with the prevailing rules of the American Arbitration Association (Real Estate Industry Division), to be heard and adjudicated by one arbitrator to be mutually selected by the Condominium Board and

the Commercial Unit Owner(s). The parties shall share equally the costs of the arbitration and each party shall be responsible for its own attorneys' fees. Article 12 of the By-Laws fully sets forth the terms of the arbitration provision.

To the extent permitted by law, and subject to certain restrictions set forth in the Declaration and By-Laws, each of the Commercial Unit Owners will have the right with regard to its respective Commercial Unit, without the vote or consent of the Condominium Board, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would either in the course of performance or upon completion have a material adverse effect on the structural, mechanical electrical or plumbing elements of the Building or would increase insurance premiums or maintenance costs for any other Unit or the Common Elements shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board), to change the size of its Unit by subdividing it into any desired number of condominium units (or by combining any units resulting from such subdivision), and to reapportion among the newly created condominium units resulting from any subdivision (or combination) their appurtenant Common Interests, provided that any such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act. As is more particularly provided in Article 9 of the Declaration, the Commercial Unit Owners will have the right with regard to its Unit to amend the Declaration in order to reflect such changes, or to cause the Condominium Board to do so. If any of the Commercial Units are subdivided, the owner of each Commercial Unit resulting from a subdivision or combination will have all of the rights with respect to any alterations or changes in its Commercial Unit (without the consent of the Condominium Board or other Unit Owners), set forth above in this paragraph, described as pertaining to the Commercial Unit Owner of the original Commercial Units or the Commercial Unit(s) in question.

The Condominium Board, at the request of Sponsor or any of the Commercial Unit Owners, will enter into a recognition and non-disturbance agreement with any tenant with which Sponsor or Commercial Unit Owners have entered into a lease for all or any portion of a Commercial Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration. Such agreement shall further provide that although the Condominium Board can foreclose its lien in the event of a default by the Commercial Unit Owners, if the tenants pay, on a continuing basis, rent due under the lease to the Condominium Board, the Condominium Board will agree that the rights of the tenants under the lease(s) will not be disturbed in the event of a default by the Commercial Unit Owners.

CHANGES IN PRICES AND UNITS

Purchase Prices for the Units offered hereby are negotiable and Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Condominium Board, any Unit Owner or mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Unit, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the written consent of Purchaser. No change will be made in the size or number of units and/or the respective percentages of Common Interest, Residential Common Interest or Parking Interest appurtenant thereto and that no material change will be made in the size or quality of Common Clements, except by amendment to the plan and, when applicable, to the Declaration. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale including, without limitation, the closing date, the finishes in the Unit and to provide for an outside closing date, without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price, but is rather the result of an individually negotiated transaction. Sponsor shall have no obligation to make such terms available to other Purchasers. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of Units which are not the subject of such change. No change will be made in the size of the Units or in the quality of the Common Elements, unless Purchasers who have entered into Purchase Agreement and whose Units affected by any such modifications consent to the same. In any event, the Plan will be amended to disclose such change. No change will be made in the size or number of Units and/or the respective percentages of Common Interest allocated thereto, except pursuant to a duly filed amendment to the Plan. Subsequent to the execution of a Purchase Agreement for a Unit, provided that Purchaser is not then in default, unless a Purchaser consents, no material change will be made in Unit size, layout or percentage Common Interest. Unless all Purchasers consent, no material change will be made in the size of the area and no material adverse change in the quality of the Common Elements of the Condominium, and in any event, the Plan will be amended to disclose any such change.

Sponsor reserves the right to negotiate with each Purchaser the following terms and conditions, among others, of the Purchase Agreement: purchase price; the amount of the Deposit; financing and other contingencies; the availability of financing; the payment of Purchaser's financing costs and other closing costs; extensions of time periods within which to perform obligations under the Purchase Agreement; the availability of Interim Occupancy Agreements and the amount of interim rent thereunder; and the application of interim rent or a portion thereof towards the purchase price.

Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any right of rescission under a Purchase Agreement.

In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two 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 otherwise, including incorporating Common Elements (such as a portion of a hallway) that exclusively benefit an Unsold Unit into such Unsold Unit, and (c) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to any Unsold Unit for which a Purchase Agreement is then in effect and Purchaser thereunder is not in default unless (i) Purchaser consents to such change or (ii) such change is not a material change in the size, dimension, floor space or layout of such Unsold Unit.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the reasonable consent of each Unit Owner whose Unit is directly affected by such change. Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such change and to file such amendment and any necessary plans and specifications in connection therewith.

So long as the layout and dimensions of a Unit conform to the Floor Plans, a Purchaser will not be excused from purchasing his or her Unit and will not have any claim against Sponsor as a result of any immaterial change. No such variation will affect a Purchaser's obligations under the Purchase Agreement or the Plan unless the net square foot area of the Unit is diminished materially (excluding interior partitions). A decrease in the area of a Unit of 5% or less will not affect 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." Sponsor's sole obligation if the net square foot area of the Unit is diminished materially shall be to refund to Purchaser the Contract Deposit made under the Purchase Agreement.

PROCEDURE TO PURCHASE

A prospective Purchaser desiring to purchase a Unit will be required to execute a Purchase Agreement, which will be in the form set forth in Part II of the Plan. Executed Purchase Agreements may be delivered as originals. In the alternative, counterparts of executed Purchase Agreements may be delivered by electronic mail as attachments in .pdf or by program that facilitates electronic signatures such as *DocuSign.*

Prospective Purchasers shall be given not less than three (3) business days to review the Plan and all amendments thereto prior to executing a Purchase Agreement. If a Purchaser has not received and had an opportunity to read the Plan for at least three (3) full days prior to executing a Purchase Agreement, a Purchaser shall have the right to rescind the Purchase Agreement within seven (7) days from the date of the Purchase Agreement. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall control. Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent on Purchaser obtaining financing for such purchase, unless otherwise agreed to by Sponsor.

Purchase Agreements will not be binding on Sponsor until approved and executed by it and delivered by Sponsor to the prospective Purchaser. Sponsor will have 30 days after delivery by Purchaser of an executed Purchase Agreement and the Contract Deposit required thereby, within which to accept or reject such Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law.

The Purchase Agreement in the form set forth as Exhibit C in Part II of the Plan is not contingent upon Purchaser obtaining financing nor does this Plan contain any provision requiring Sponsor to provide or aid Purchaser in obtaining financing for the purchase of a Unit. Accordingly, a Purchaser shall remain obligated to close on the subject Unit pursuant to the Purchase Agreement whether such Purchaser has been able to obtain financing to tender the balance due at Closing will be in default of his or her Purchase Agreement, entitling Sponsor to retain such Purchaser's Contract Deposit and all accrued interest thereon. Neither Sponsor nor Selling Agent has made any representation whatsoever as to the terms, availability or cost of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it may expire before the closing date and Sponsor shall have no liability due to any scheduling, rescheduling or adjournment of closing beyond the expiration date of a loan commitment. Purchasers who need to obtain mortgage financing to complete their purchase of a Unit are advised to consult with a lending institution and/or a mortgage broker prior to executing a Purchase Agreement.

It is Sponsor's intention to not to enter into any Purchase Agreements that contain a financing contingency. In the event that Sponsor elects to enter into a Purchase Agreement with a financing contingency, enters into a Purchase Agreement, after such Purchaser obtains a mortgage commitment and waives the mortgage contingency, under New York law, when a

mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Therefore, if a Purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise such right.

If a Purchase Agreement is not accepted by Sponsor within the aforesaid 30-day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Contract Deposit shall be returned to Purchaser within 30 days thereafter. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to the Plan and without the consent of the Condominium Board, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by law, and (b) a Purchase Agreement(s) for more than one Unit to any one person or entity.

The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving a Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York. At the time of execution of a Purchase Agreement, for a Residential Unit, a Parking Unit and a Storage Space or Bicycle Space, as may be applicable, a Purchaser is required to make a Contract Deposit in an amount equal to fifteen (15%) percent of the purchase price for a Residential Unit, the Parking Unit, the Storage Space and the Bicycle Space, respectably (the "Initial Deposit"). Thereafter within fifteen (15) days of the Presentation Date of the amendment declaring the Plan effective, Time Being of the Essence as to such Date, Purchaser shall remit an additional deposit in an amount equal to ten (10%) percent of the Purchase Price to Escrow Agent (the "Additional Deposit" and together with the Initial Deposit collectively, the "Contract Deposit"). All Contract Deposits must be made payable by wire transfer to the direct order of "Greenspoon Marder LLP, Escrow Agent." Purchasers will be provided with wire instructions for the Escrow Agent's Account and with contact information to confirm the wire instructions provided to Purchaser and *advised that wire instructions should be verbally confirmed prior to wiring funds.*

In the event that Sponsor does not enter into the subject Purchase Agreement, terms Escrow Agent will return the amounts remitted to the originating account. If Sponsor agrees to accept a check in payment of the Deposit, all such checks shall be accepted. subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect. Within fifteen (15) days of the date of the fully executed Purchase Agreement is returned to Purchaser, Escrow Agent shall notify Purchaser that such funds have been deposited in the escrow account at the bank indicated in the Plan, which notice shall indicate the interest rate then in effect. If Purchaser does not receive notice of such deposit within fifteen (15) business days after the tender of the deposit which shall be deemed the date of Purchaser's receipt of a fully executed Purchase Agreement, he or she may cancel the purchase and rescind within 90 days thereafter. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to Purchaser.

Waiver of Diplomatic or Sovereign Immunity.

A Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government *i.e.*, diplomatic or sovereign immunity ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being commenced in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. In any Purchase Agreement with a Foreign Government Purchaser, such Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on its behalf in any State or Federal action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Notwithstanding anything to the contrary contained herein, a Foreign Government Purchaser shall be required to tender a Contract Deposit equal to 50 percent of Purchase Price upon the execution of an Agreement to purchase a Residential Unit. In addition, at the closing of title to such Unit, a Foreign Government Purchaser will be required to deposit with the Condominium Board an amount equal to two (2) years estimated Common Charges.

All Contract Deposits made pursuant to a Purchase Agreement are subject to the requirements of Sections 352-e(2)(b) - 352-h of the General Business Law of the State of New York. Pursuant to this law, Sponsor will cause all Contract Deposits and deposits for custom work, or "extras" if any, received by it directly or by its agents or employees to be promptly deposited and held in escrow in accordance with the procedures set forth in the Section of the Plan entitled "Escrow and Trust Fund Requirements."

Custom Work.

Although Sponsor does not intend to undertake the performance of any custom work or the installation of so-called "extras", Sponsor may agree, in its sole discretion, to perform custom work to a Residential Unit, including without limitation, combining or subdividing any individual Residential Units, any such work being referred to herein as "Custom Work". Unless otherwise agreed to by Sponsor, a Purchaser shall bear the costs of the costs of such Custom Work (the "Custom Work Cost"). In addition, Sponsor may require that Purchaser deposit an additional amount, such amount being the projected cost of restoring the Unit if Purchaser does not close title and acquire the Unit as provided in the Agreement (any such amount, a "Restoration Deposit"). The Custom Work Cost, inclusive of the Restoration Deposit, if applicable, shall be due and payable by Purchaser upon the execution of the Agreement for the Unit, which amounts shall be deposited in an escrow with Escrow Agent in accordance with the Plan. In the event that a Purchaser who has contracted for the performance of Custom Work fails to close title to the subject Unit following notice and the expiration of any applicable cure periods, in addition to the Deposit, Sponsor shall be entitled to retain the Custom Work Cost, and the Restoration Deposit, it being agreed that such amounts represent the damages incurred by Sponsor after a Purchaser who has contracted for Custom Work fails to close as required in the Agreement.

The Custom Work Cost may be released from the Escrow Agent's escrow account upon the Escrow Agent's receipt of written notification to Escrow Agent from Sponsor's Architect that all or any portion of the Custom Work has been completed or Sponsor has contracted for the delivery of special materials required in connection with the performance of the Custom Work. In the event a Purchaser becomes entitled to rescission after the release to Sponsor of the Custom Work Cost or any portion thereof, Purchaser shall not receive a refund of any Custom Work Costs, if any, used to perform Custom Work or advanced for the cost of materials or for that portion of the Restoration Deposit, required to restore the Unit, as certified by Sponsor's architect. Within ten (10) days after the return of the Contract Deposit and any advances for Custom Work or "extras," that were not expended by Sponsor, Sponsor shall provide documentation for all amounts for the Custom Work that were expended and documentation of the Restoration Cost to be incurred by Sponsor. In the event that Sponsor abandons the Plan, a Purchaser who has advanced funds for Custom Work or "extras" will be entitled, in addition to the return of such Purchaser's Contract Deposit, to a refund of all monies advanced by Purchaser for "extras." At such time when Purchaser closes title to its Unit, Purchaser shall receive a credit in the amount of the Restoration Deposit.

Purchaser's Obligation to Remit the Additional Deposits to Close; Time of the Essence.

The Purchase Agreement requires Purchasers to timely remit the Additional Deposits required to be paid in accordance with the Agreement when required. After the Plan has been declared effective, Sponsor will fix dates for closing title to all units for which Purchase Agreements have been executed and shall require Purchasers to close on a dated set pursuant to a written notice given by Sponsor pursuant to the Agreement ("Sponsor's Closing Notice"). Sponsor's Closing Notice shall be delivered to Purchaser no less than 30 days prior to the date that Sponsor has scheduled for Closing. Such notice will be served in compliance with the provisions of the Purchase Agreement. Sponsor may permit purchasers to waive the provision requiring 30-days advance notice of Closing.

In the event that a Purchaser defaults under his or her Purchase Agreement by failing to tender the Additional Deposit, as required pursuant to the Agreement, and/or by failing to close on or before the date stated in Sponsor's Closing Notice, Sponsor may send Purchaser a written notice requiring Purchaser to cure such Purchaser's default which notice shall require Purchaser to tender the Additional Deposit or require Purchaser to close, as applicable, declaring "*time of the essence*" with regard to the obligations of Purchaser, no less than 30 days following Purchaser's receipt of such notice delivered in accordance with the Purchase Agreement (any such notice a "Sponsor's Default Notice"). "***Time of the Essence***" means that Purchaser shall be required to perform its obligations pursuant to the Purchase Agreement on or before the date set forth in Sponsor's Default Notice. If Purchaser does not tender the Additional Deposit, as required, or close on or before the "time of the essence" date set forth in Sponsor's Default Notice, Sponsor may terminate such Purchase Agreement and retain, as liquidated damages, either the Initial Deposit, if such notice was sent by reason of Purchaser's failure to remit the Additional Deposit, or the Contract Deposit, together with interest earned thereon, if such notice was sent by reason of Purchaser's failure to close as required pursuant to the Agreement. Notwithstanding the foregoing, in the event of a failure of Purchaser to tender the Additional Deposit, Sponsor may not retain the Initial Deposit until such time when the Plan is declared effective.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Unit by wire transfer of immediately available funds or, if agreed by Sponsor, by an official bank check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deeds for the Units will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Contract Deposit will be credited or paid to Purchaser at Closing or promptly thereafter. Purchaser shall be responsible to pay any income taxes that are payable with respect to interest earned on Purchaser's Contract Deposit.

TIME IS OF THE ESSENCE TO PURCHASER AS TO THE PERFORMANCE OF PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, TO REMIT ANY ADDITIONAL DEPOSIT DUE PURSUANT TO THE PURCHASE AGREEMENT AND FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A UNIT.

Date of Closing; Closing Notices.

After the Plan is declared effective, Sponsor shall fix dates for the closing of title to Units for which Purchase Agreements have been fully executed and delivered. Sponsor shall give Purchasers no less than 30 days' prior written notice of the scheduled date, time and place of the Closing (in the Borough of Manhattan). Purchasers may, but are not required, waive this thirty (30) days' advance notice. In the event that Sponsor adjourns the originally scheduled closing date, Sponsor shall give Purchaser no less than five (5) business days' notice of any adjourned closing date. At Closing, Purchaser shall pay the balance of the Purchase Price stated in the Purchase Agreement, at Sponsor's option, by wire transfer or by unendorsed official bank check.

Projected Date of First Unit Closing.

Sponsor anticipates that the First Unit Closing will occur by July 1, 2027. Purchasers will be offered a right of rescission if (i) the actual date of the First Unit Closing occurs later than June 30, 2028, which is twelve (12) months later than the projected date of the First Unit Closing set forth herein, or (ii) if the Plan is amended to provide that the projected date of the First Unit Closing is to occur later than June 30, 2028, which is twelve months after the projected date of the First Unit Closing. Purchasers will be entitled to an offer of rescission. If the Plan is amended to provide for a later projected date for the first closing, those Purchasers who execute Purchase Agreements subsequent to the Filing Date of any such amendment will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond such later date disclosed in such amendment.

However, if the First Unit Closing occurs on or before June 30, 2028 or a date that is twelve (12) months after such later projected closing date that is disclosed in an amendment to the Plan, that was filed on the date that a Purchase Agreement was executed, Sponsor may schedule the closings of title to other units significantly later than the date of such First Unit

Closing. Unless a Purchase Agreement contains an "outside closing date", which is a date that is the last day for Sponsor to close title to a Unit, Sponsor is not obligated to schedule a closing for any particular unit within any specified time frame or to ensure that closing of title to a Unit that is the subject of a Purchase Agreement will occur by any date certain. Sponsor may delay closings beyond the projected date for a First Unit Closing if a TCO has not been issued for such Unit or for the floor on which such Units are located. In such cases, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses because of such delays and will not be excused from paying the full purchase price for the Unit. Sponsor will have no liability whatsoever to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Agreement. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections and if such amended budget exceeds the projected budget set forth in Schedule B herein by 25 percent or more, Purchasers will be offered a right of rescission.

If (i) the First Unit Closing does not occur by June 30, 2028, the original projected date for the First Unit Closing or the Plan is amended so as to provide for a later projected date for the First Unit Closing subsequent to June 30, 2028, or (ii) if the Plan has been amended to provide for a later date for the First Unit Closing and the First Unit Closing does not occur within twelve (12) months of such later date, Purchasers will be entitled to rescind their Purchase Agreements for a period of no less than fifteen (15) days of the Presentation Date of any amendment disclosing such delay. Any Purchasers electing rescission pursuant to such offer will have their Contract Deposit and any interest accrued thereon returned, less the amounts expended by Sponsor on any Custom Work, if applicable. Purchaser's rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. See Section entitled "Procedure to Purchase" and the Purchase Agreement set forth in Part II of the Plan for further information. It is anticipated that the First Unit Closing will occur on or about July 1, 2027. In the event that the date of the First Unit Closing is delayed twelve (12) months or more, the Plan will be amended and Purchasers will be granted the right to rescind their Purchase Agreements for no less than fifteen (15) days from the Presentation Date of such amendment.

In the event Purchaser fails to close on the designated date or in the event of any other default by Purchaser under his or her Purchase Agreement (*e.g.* the failure to tender the entire amount of the Contract Deposit *i.e.* fifteen (15%) percent of the Purchase Price), Sponsor shall give Purchaser written notice and a period of no less than thirty (30) days from the date that such notice is deemed received pursuant to the Purchase Agreement to cure such default. If Purchaser fails to cure such default within the time period set forth in Sponsor's notice to Purchaser, Sponsor may, at its option, either (a) cancel such Purchase Agreement and retain the Contract Deposit made by Purchaser, together with any interest earned thereon, as liquidated

damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate or (b) bring an action against Purchaser for specific performance.

If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date (a) the closing apportionments described in the Section entitled "Unit Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) a Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.04 percent of the purchase price of his or her Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Purchase of Multiple Units.

If a Purchaser has entered into Purchase Agreements to purchase more than one Residential Unit, a default by Purchaser in the payment or performance of any obligations under any of such Agreements, after notice and subsequent to the expiration of any applicable grace periods, shall be deemed a default under all Agreements with such Purchaser. In the event of a such a default, Sponsor may, at its option, terminate all such Agreements with Purchaser and retain, as liquidated damages, all Deposit(s) made by Purchaser under each of such Agreements together with interest earned thereon, if any.

Pursuant to the applicable regulations promulgated by the New York City Department of Finance, in instances where a Purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer is considered a "bulk sale" and non-residential rates for the NYC RPTT will apply. In the event of such a "bulk sale", the rate where the consideration is less than $500,000, the rate would be 1.425% and where the consideration is $500,000 or more, the rate would be 2.625%. The DOF will apply the "non-residential" rate even if the Residential Units are transferred to such Purchaser pursuant to separate sales contracts on different closing dates. In determining whether the higher rate would apply, the DOF imposes a "look back period" of three (3) years for transactions between the same parties. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay the non-residential rate for purposes of the New York City Real Property Transfer tax and also pay the Mansion Tax. Sponsor makes no representation as to which transfer tax rates will be in effect at the time of closing of a particular Residential Unit.

Confidentiality.

All Purchase Agreements shall require that Sponsor and Purchaser acknowledge and agree to keep all the terms and conditions of the Purchase Agreement confidential, except that Sponsor shall be permitted to disclose that the Purchase Agreement has been executed for the Unit and the Purchase Price thereunder, but not the identity of Purchaser or its principals except to the Attorney General, if so required. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, brokers, lenders, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of

confidentiality contained in the Purchase Agreement. Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

FINCEN and New York City Reporting Requirements.

To prevent evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCEN") issued a Geographic Targeting Order ("Order") to collect information about certain transactions, which applies to any 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 Security Exchange Commission, a self-regulatory organization registered with the Security Exchange Commission, or an entity solely owned by such a business) (each of the foregoing, a "Covered Purchaser") 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, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase "residential real property" in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of this Plan, such reporting threshold is $300,000, which may be subject to change in the future. For the purposes of FinCEN, "residential real property" is defined as "real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families."

The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the Title Company at Closing all documents and information necessary in order for the Title Company to comply with the requirements set forth in the Order, including without limitation the requirement to file a completed FinCEN Form 8300.

Starting March 1, 2026, the Residential Real Estate Rule requires certain professionals involved in real estate closings and settlements to submit reports to FinCEN regarding certain non-financed transfers of residential real estate to legal entities or trusts persons associated with a transaction by filing RER Form 508C. Parties may comply with these requirements by submitting such report online at the Department of the Treasury website. To file and for additional information, please refer to the website maintained by the Department of the Treasury at https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with their attorneys or other financial advisor.

In addition to the FINCEN Reporting requirements, in the event that any Units are purchased in the name of an entity or a trust, pursuant to Chapter 297 of the Laws of 2019, New York City Department of Finance and the New York State Department of Taxations and Finance require a Purchaser to disclose the names and addresses of all of its members/shareholders, their social security numbers or employer identification numbers, as

applicable, on an addendum to the New York City Real Property Transfer Tax Return and the New York State Form TP-584.

No Invasive Testing.

Prior to Closing, Purchasers shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows or windowpanes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose.

Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent, which Sponsor may withhold in its sole and absolute discretion.

If the Plan is abandoned, the Contract Deposit previously paid to and to the extent actually collected by Sponsor and/or Escrow Agent shall be returned to Purchaser in accordance with the provisions herein set forth.

From the date of the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges in proportion to Common Interest and Residential Common Interest appurtenant to the Residential Unit and the Common Interest and Parking Common Interest appurtenant to the Parking Unit (if applicable) acquired by Purchaser, as well as the real estate taxes and assessments and all other expenses with respect to his or her Residential Unit or Parking Unit (if applicable), whether or not he has taken possession of his or her Unit, and whether or not all work required to be performed by anyone in or to his or her Unit has been completed, subject however to the limited exception that requires Sponsor to pay the Common Charges and the real estate taxes for any Parking Unit that has not been delivered to Purchaser.

Risk of Loss.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit, at which time the risk of loss, to the extent not covered by Sponsor's insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of a casualty, Sponsor will notify Purchasers within 60 days of the occurrence of the same, as to whether or not it will restore the Building and/or Unit, as may be applicable to the condition required pursuant to the Plan. In the event of damage or destruction of a Unit due to a fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to

Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws, or the Declaration, specifically the Section entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return Purchaser's Contract Deposit to Purchaser, whereupon the parties to the Purchase Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Sponsor or its successors-in-interest has reserved the right to use or occupy itself or to rent or lease to a tenant who is not a Purchaser (for such rent and term and on such other conditions as may be agreed to between such parties) any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding, provided however, neither Sponsor nor its successors shall enter into a lease for any Unit other than an Interim Occupancy Agreement, until after the First Unit Closing. Accordingly, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at Closing free and clear of all leases, tenancies and rights of occupancy other than interim leases with such Purchaser or other leases or rights of occupancy of such Unit which Sponsor agreed to enter into at the request of Purchaser of such Unit.

At Closing, each Unit will contain only those appliances, counter-tops, cabinets, sinks, vanities, heating, hardware and other fixtures, equipment and appliances, to be installed therein as set forth in this Plan. Each Unit is being sold unfurnished. All fixtures, equipment and appliances will be in working order at closing.

At the Closing, Purchasers will be required to execute and deliver a Power of Attorney in favor of the Board of Managers of the Condominium in the form set forth as Exhibit E in Part II of the Plan.

Liability of Sponsor. Sponsor may cancel the Purchase Agreement by remitting to Purchaser all amounts paid with respect to the Purchase Price, inclusive of any amounts paid with respect to Custom Work and Restoration Deposits, if applicable, together with interest earned thereon, if any, together with a written termination notice, in the event that (i) any governmental bureau, department or subdivision thereof (x) imposes restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions prevent Sponsor from obtaining such materials from Sponsor's regular suppliers or from using them in the construction and/or completion of the Residential Unit or (y) revokes or modifies any building permit on audit (not due to any violation thereof or default thereunder by Sponsor) and as a result of such revocation or modification Sponsor is unable to construct the Building as contemplated in the Offering Plan, or (ii) Sponsor is unable to obtain materials from Sponsor's usual sources due to events beyond sponsor's reasonable control.

Lien Law. Sponsor will comply with Section 71-a(3) of the New York Lien Law ("Lien Law"). The Lien Law requires Sponsor to pay from any funds received on account of the Purchase Price of a Unit be paid to contractors and materialmen who are owed money in connection with the construction of the Building. Each deed for the Residential Units and the Parking Units, which are set forth as Exhibits F-1 and F-2 in Part II of the Plan, contains a covenant that Sponsor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Sponsor 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 purpose. At Closing, Sponsor will deliver assurances that are sufficient to omit any exception related to the Lien Law from Purchaser's title insurance policy.

Statute of Limitations. The Purchase Agreement provides that Purchaser, as Residential Unit Owner (and a Parking Unit Owner, if applicable) shall have a maximum of three years from closing of the acquisition of the Unit(s) to bring a claim against Sponsor, with the exception of (i) causes of action arising out of Sponsor's obligations under the Offering Plan or Martin Act and (ii) enforcement of judgments already obtained. This three-year period is shorter than the six-year statute of limitations for breach of contract contained in New York Civil Practice Law and Rules §213(2). By executing the Purchase Agreement, Purchaser shall be deemed to have acknowledged and agreed that said three-year period maximum is reasonable. Therefore, Purchasers agree that, notwithstanding anything to the contrary set forth in the Plan, the Purchase Agreement, at Law, in equity, or otherwise, any action or proceeding brought by, through or on behalf of Purchaser against Sponsor, its principals, affiliates or agents, under or related to this Plan or the Purchase Agreement, or related to the Building or a Purchaser's Unit, to be valid, must be commenced by the earlier to occur of (x) three (3) years, or (y) the expiration of the otherwise applicable statute of limitations, in either case from the date the claim giving rise to such action or proceeding accrues in accordance with applicable Law. By executing the Purchase Agreement, Purchaser shall be deemed to have acknowledged and agreed that said 3-year period is reasonable**.**

ESCROW AND TRUST FUND REQUIREMENTS

Escrow Agent

GREENSPOON MARDER LLP, 1345 Avenue of the Americas, New York, NY 10105 ("Escrow Agent") shall serve as escrow agent for Sponsor and purchasers. Escrow Agent has designated the following attorneys to serve as signatories: Brian Bloom, Jay Kim, Lisa Radetsky and Philippe Zimmerman. 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 principals of Sponsor or have any beneficial interest therein.

Escrow Account

For the purpose of holding Contract Deposits or payments made by purchasers, the Escrow Agent has established an escrow account at Bank Hapoalim at its branch located at 1120 Avenue of the Americas, New York, New York 10036 ("BHI"), a bank authorized to do business in the State of New York. The escrow account (the "Escrow Account") is entitled Greenspoon Marder LLP Attorney Trust Account.

All Contract Deposits and deposits for custom work and upgrades, if any (collectively, "Deposits") will be placed initially in a non-interest-bearing checking portion of the Escrow Account. Each purchaser is required to deliver to the Escrow Agent a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status). Purchaser shall also be required to provide copies of government issued identification, e.g., a driver's license or passport to BHI. If a completed and executed Form W-9 or Form W-8 accompanies a Deposit, the Deposit will thereafter be promptly transferred to an individual interest-bearing sub-account in the name of Purchaser. If a Purchaser does not deliver a Form W-9 or a Form W-8, the Deposit will remain in the non-interest-bearing checking portion of the Escrow Account, which is an IOLA account, until such Form W-9 or Form W-8 is received and BHI is provided with the required copies of government issued identification.

The Bank is covered by federal bank deposit insurance to a maximum of $250,000 per individual. If an individual makes a Contract Deposit in excess of $250,000 for the purchase of a unit, such Contract Deposit will not be federally insured in excess of $250,000; and (ii) while the Contract Deposit is in the non-interest bearing checking account it may not be federally insured even if the Contract Deposit does not exceed $250,000, although under present law, there are no limits on the FDIC insurance on the aggregate balance of IOLA accounts, provided, however, the limit on the insurance awarded to any individual remains subject to the $250,000 limit. Pursuant to regulations currently in effect, other amounts that a Purchaser may have on deposit at the Bank will be aggregated with the Contract Deposit for the purpose of the maximum insurance proceeds payable to a Purchaser by the FDIC.

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

Any deposits made for Custom Work or "extras" shall be initially deposited into the Escrow Account and released in accordance with the terms of the Purchase Agreement, as the same may be amended.

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%. Interest shall begin to accrue upon the placement of the Deposit into an interest-bearing subaccount. All interest earned thereon shall be paid or credited to Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account. Purchaser shall be responsible for the payment of income taxes that are due with respect to the interest earned on the Deposit.

Notification to Purchaser

Within five (5) business days after the Purchase Agreement has been executed by Sponsor, Escrow Agent shall sign the Purchase Agreement and deliver the fully executed Purchase Agreement to Purchaser or Purchaser's attorney place the Initial Deposit into the Escrow Account. Within ten (10) business days of the placing the Initial Deposit in the Escrow Account, Escrow Agent shall send written notice to Purchaser and Sponsor, confirming the Contract Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Contract Deposit. Any deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to Purchaser once the Initial Deposit is placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Contract Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Initial 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 Initial 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 mailed to Purchaser in a timely manner.

Release of Escrow Funds

All Deposits, except for advances made for upgrades, extras, or custom work, received in connection with the Purchase Agreement are and shall continue to be 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 Contract Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

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

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

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

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

If the Escrow Agent is not directed to release the Contract Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Contract Deposit, then the Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than thirty (30) business days before releasing the Contract Deposit. If the Escrow Agent has not received notice of objection to the release of the Contract Deposit prior to the expiration of the thirty (30) business day period, the Contract 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 Contract Deposit within said thirty (30) business day period, the Escrow Agent shall continue to hold the Contract 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 Contract Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

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

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

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

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

All Deposits will be held in escrow in conformity with the disclosure contained in this Section of the Plan.

The Contract Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Contract Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent, or Sponsor's attorneys.

Acceptance of the Contract Deposit by Sponsor or Selling Agent and the deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser a Unit unless and until Purchaser executes a Purchase Agreement and Sponsor or

Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser tenders a Contract Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Contract Deposit and return it to Purchaser: (i) within five (5) business days after tender, if the Contract Deposit has not been deposited into escrow, and (ii) at any time, if the Contract Deposit has been deposited into escrow.

Waiver Void

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

INTERIM OCCUPANCY AGREEMENTS

Sponsor reserves the right, prior to the date of closing title thereto, to rent or lease any Unit for such rent and on such other terms and conditions as may be agreed to between Sponsor and any Purchaser who has paid the Contract Deposit, inclusive of both Initial Deposit and the Additional Deposit, required by his or her Purchase Agreement, provided that no occupancy may commence until either a Temporary or Permanent Certificate of Occupancy has been issued for such Unit. Any such occupancy agreement shall be in the form that appears in Part II of the Plan (also known as an "Interim Occupancy Agreement") given to a Purchaser will provide that an uncured default by the tenant (Purchaser) under the Purchase Agreement for the unit which is the subject of the lease will constitute a default under the Interim Occupancy Agreement entitling the landlord (Sponsor), at its sole option, to immediately terminate such agreement in accordance with Applicable Law. No such Interim Occupancy Agreement shall be subject to the provisions of the Rent Stabilization Laws. In no event shall any Purchaser be entitled to take possession of a Residential Unit prior to the First Unit Closing.

In the event that an Interim Occupancy Agreement is terminated by reason of an uncured default by the tenant (Purchaser) under a Purchase Agreement, the Interim Occupancy Agreement will terminate on a date set forth in a notice given by Sponsor to the interim lessee (the "Termination Date") no less than 30 days prior to the Termination Date. In the event of any such termination, Sponsor shall be entitled to obtain a judgment awarding possession of the Residential Unit to Sponsor. The Interim Occupancy Agreement provides that any legal expenses incurred by Sponsor in obtaining such judgment will be the responsibility of such Purchaser. In addition, each Purchase Agreement will provide that an uncured default by Purchaser under any Interim Occupancy Agreement with respect to the Residential Unit which is the subject of a Purchase Agreement will constitute a default under the Purchase Agreement, entitling Sponsor, in its sole discretion, to terminate such Purchase Agreement and to exercise any remedies therein provided.

The risk of loss to the Residential Unit shall be assumed by Purchaser at such time as when a Purchaser takes possession of the Unit pursuant to an Interim Occupancy Agreement. Accordingly, in the event of a fire or other casualty which occurs after a Purchaser taking possession of a Unit, such Purchaser will be responsible for the restoration thereof to the extent that the insurance carried by the Condominium does not cover such losses. Accordingly, any Purchaser entering into an Interim Occupancy Agreement will be required to carry the same insurance as Unit Owners are required to maintain as set forth in the By-Laws of the Condominium.

Purchasers entering into an Interim Occupancy Agreement for a Unit shall be required to pay the sum of $2,500.00 (subject to increase) to Sponsor's attorney for legal fees for the preparation of such Interim Occupancy Agreement upon the execution thereof. All other charges or other fees due under an Interim Occupancy Agreement shall be adjusted as of the Closing to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Occupancy Agreement.

ASSIGNMENT OF PURCHASE AGREEMENTS

A Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which may be withheld in Seller's sole and absolute discretion. Any purported assignment by a Purchaser in violation of the Purchase Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay Sponsor's attorneys a fee of $1,500, in advance, for preparation of an assignment agreement.

If such assignment, modification, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser will be required to deliver to Sponsor's Attorney, an assignment of the Purchase Agreement, which assignment shall include Purchaser's interest in the Contract Deposit (to be prepared by Sponsor's Attorney at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as executed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN, as applicable, which must be delivered to Sponsor's Attorney, together with an official bank or cashier's check, in the amount of $1,500 made payable to "Greenspoon Marder LP" (for services rendered in connection with the assignment), if the assignment is to an affiliate of Purchaser or the value of the time involved by Sponsor's Attorney if the assignment is to a third party, not less than 20 days prior to the date scheduled for the closing of the Unit. In the event such fee is not collected prior to the Closing, it is payable at the Closing. In no event will Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing by reason of such change or assignment. Furthermore, if Purchaser is requesting to assign the Agreement to an entity, then Purchaser shall furnish to Sponsor's attorneys, all organizational documents that confirm that the proposed assignee entity is authorized to assume the Agreement and close on the Unit. Sponsor is not obligated to consent to any such modification or assignment to an Agreement and, if Sponsor refuses to consent, Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Unit(s) for sale or resale with any broker or otherwise advertising, promotion or publicizing the availability of such Unit(s) for sale shall remain in force and effect.

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

EFFECTIVE DATE

The offering of Units by Sponsor pursuant to the Plan is contingent upon the Plan being declared effective. The Plan may be declared effective, at Sponsor's option, at any time when bona fide purchasers, including investors, have executed Purchase Agreements with respect to no less than fifteen (15%) percent of all of the Residential Units in the Building, *i.e.* six (6) Residential Units The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80 percent (29 Residential Units) of all Residential Units offered for sale pursuant to the Plan.

Subject to the provisions hereof, Sponsor is not required to offer all Units for sale at all times and Sponsor is withholding Residential Units from the initial offering. Thereafter, Sponsor may offer Residential Units in any order determined by Sponsor. However, at all times, prior to the Plan being declared effective, Sponsor will offer at least 15% of the total anticipated number of Residential Units in the Building *i.e.* 37 Residential Units. Sponsor will amend the Plan when it begins to offer for sale the Residential Units that are not offered for sale on the date hereof. As of the date of this Plan, there is no timeline for the release of the Residential Units onto the market. Notwithstanding the foregoing or anything implied herein to the contrary, the Plan may only be declared effective only based upon the sale of fifteen (15%) percent of the total number of anticipated Residential Units in the Condominium *i.e.* 37 Residential Units, rather than the number of Residential Units offered by Sponsor at any time before the Plan is declared effective. Any advertising material that contains percentages of Residential Units sold must calculate the percentage of Residential Units sold using the total number of anticipated Residential Units in the Condominium, *i.e.* 37 Residential Units, rather than the number of Residential Units offered at that time.

The Plan will be declared effective by either (i) an amendment to the Plan, or (ii) pursuant to a notice sent to every Purchaser by personal service or by regular mail, certified mail or registered mail, or overnight courier, stating that the Plan is declared effective on a particular date, the percentage of Residential Units used to declare the Plan effective and a list of the Units being counted to meet the minimum percentage pursuant to the terms of the Plan to declare the Plan effective. If the Plan is declared effective by notice, within five (5) days thereafter, Sponsor shall submit an amendment to the Department of Law confirming that the Plan was declared effective on a specified date. The First Unit Closing will not occur until the Plan is declared effective and the Department of Law has accepted for filing the amendment which declares the Plan effective. If requested to do so, Sponsor will submit to the Department of Law copies of all Purchase Agreements (and any amendments or modifications thereto) within five (5) business days after such request is made.

The Plan will not be declared effective based on Purchase Agreements: (i) executed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) signed by Purchasers who have not been afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or at least seven (7) days to rescind; or (iii) signed by any Purchaser who is Sponsor, the Managing Agent or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of either (except that such a Purchaser other than Sponsor or a principal

thereof may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is *bona fide*).

The Plan may be abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective, in which event Purchasers will be notified by Sponsor in writing, by registered or certified mail.

Once the Plan has been declared effective, it may not thereafter be abandoned, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (l) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, cured or complied with prior to the date set for the First Closing, without litigation, or for less than 0.5 percent of the total offering amount in the aggregate, and which are not waived by Purchasers thereof; a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than 0.5 percent of the total offering amount or, based upon the initial prices, such amount is presently estimated to be approximately $1,250,000, but is subject to change based upon the total offering amount; or (2) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from the dollar amounts set forth in (1) and (2) above are attorneys' fees and title defects or determinations of any authority or regulatory association which exist on the Filing Date of the Plan and are either known to Sponsor or are a matter of public record.

If all of Purchasers who were used to declare the Plan effective rescind or terminate their respective Purchase Agreements prior to the date of the First Unit Closing, Sponsor must again declare the Plan effective even if the Condominium Declaration has already been recorded.

Sponsor expects to obtain a temporary Certificate of Occupancy for the Units in or about June 2027. Accordingly, Sponsor hopes to begin closing units on or about July 1, 2027. In the event that such date is delayed twelve (12) months or more, Sponsor will offer to Purchasers a right to rescind their Purchase Agreements of no less than fifteen (15) days from the Presentation Date of the amendment disclosing such delay.

In the event the Plan is abandoned, all Contract Deposits will be returned to Purchasers within 30 days following such abandonment. Upon the return or retention of a Contract Deposit, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchasers pursuant to the Plan or the Purchase Agreements. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment and shall file a notice of abandonment on Form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all Deposits received.

TERMS OF SALE

The Closing to each Unit shall be held at the offices of Sponsor's attorney, or at such other place as Sponsor may designate by notice delivered to Purchasers in accordance with the Purchase Agreement no less than 30 days prior to the Closing.

Conditions to Closing to of Title.

Closings of title to each Unit shall take place only after or concurrently with the following events:

(a) the Plan has been declared effective in accordance with its terms and an amendment disclosing the same has been accepted for filing by the Department of Law;

(b) the delivery to Purchaser of written notice of the time and place of the Closing to his or her Unit at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine his or her Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

(c) the issuance of a temporary or permanent Certificate of Occupancy which permits occupancy for the Unit being conveyed;

(d) the recording or filing of the Declaration, By-Laws, Floor Plans and engineers and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable law and such other documents as may be required by law;

(e) either (i) the release of the Unit and its appurtenant interest in the Common Elements from the lien of all mortgages, if any, or (ii) if Purchaser Owner is obtaining financing on such Unit, the assignment to Purchaser's mortgagee of a severed portion of Sponsor's mortgage encumbering the Unit and a release of the lien of the unsevered portion of Sponsor's mortgage or any additional mortgage representing Sponsor's loans secured by the Unit ;

(f) the execution and delivery by Sponsor of a bargain and sale deed with covenants against grantor's acts (which deed shall be substantially in the form set forth in Part II of the Plan) conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances;

(g) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the purchase price of the Unit, insuring that (i) Purchaser has fee title to his or her Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which title of his or her Unit is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the purchase price of his or her Unit and (ii) the Condominium has been validly created. At Closing, Purchasers shall accept title to the Residential Units subject to those exceptions to title contained in the Specimen Policy set forth as Exhibit R in Part II of the Plan.

(h) the execution and delivery by Purchaser of the Unit Owner Power of Attorney, the form of which is set forth in Part II of the Plan;

Title.

Title to each unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the Plan and the proposed unit deed and set forth below. Title exceptions that will affect the property after closing are described in the Purchase Agreement. Title exceptions may include any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board and to Sponsor, and the Tax Maps, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Condominium Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

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

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or a successor owner of Unsold Units to obtain a temporary certificate of occupancy, a PCO or amended certificate of occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, 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 Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided that such amounts are apportioned at the Closing.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. Any certificate of occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Taxes and any tax liens encumbering the Unit restored tax deferrals and abatements, in rem actions, tax sales, assessments, water rates and sewer usage charges.

19. Any violations against the Property (other than the Unit) that are the obligation of the Condominium Board or another Unit Owner to correct.

20. Any state of facts which an accurate survey or a personal inspection of the Property would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment on the Property Elements may remain undisturbed as long as the same shall stand.

21. Covenants, conditions, easements, leases, agreements of record.

Unless any personal property located within a Unit as of the date the Agreement is executed will not be included in the conveyance, unless the Agreement specifically provides for the inclusion of such personal property.

Prior to or at Closing, Sponsor shall cause the Unit to be released from the lien of the acquisition and construction loan mortgages, satisfy or bond any claims for mechanic's liens and satisfy or bond any judgments against Sponsor and Sponsor shall convey marketable title to the Units to Purchasers. Notwithstanding the foregoing, subsequent to the Plan being declared effective, Sponsor may abandon the Plan in the event that there is a defect in title, which may be cured only by payment of a liquidated sum in excess of 0.5 percent of the aggregate purchase price payable for all Units offered for sale hereunder (as the same may be changed from time to time, the "Total Amount of Offering"), based upon the prices then set forth in the Plan, as amended (said amount shall be used solely to determine the maximum sum that Sponsor may be required to expend before Sponsor may abandon the Plan after it has been declared effective), or if Sponsor is required to commence litigation to resolve any claim which would prevent the conveyance of marketable title to Purchaser. The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments.

Notwithstanding the foregoing, Purchasers will be required to deposit in Escrow with Sponsor's attorneys any balance due with respect to the purchase of a Parking Unit, to be held in escrow pending receipt of a TCO or PCO for such Parking Unit.

Risk of Loss.

Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor elects to repair any such damage, Purchaser's Agreement will remain in full force and effect, Purchaser shall not have the right to reject title or receive a credit against or an abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. If Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, the Agreement shall be deemed canceled and Sponsor shall return to the Contract Deposit, or such portion thereof which was deposited. Purchaser all sums deposited by Purchaser under the Agreement, together with interest earned thereon, if any, except if Purchaser is in default under the Agreement, Sponsor shall retain any such sums as and for liquidated damages, within thirty (30) days' notice of such election.

Condition of the Unit.

As required pursuant to the Purchase Agreement, a Purchaser of a Unit shall inspect such Unit prior to the Closing Date and at such inspection, shall execute an inspection statement in the form annexed to the Purchase Agreement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and

Purchaser in question will agree to include on the inspection statement a list of incomplete work to be completed in the Unit by Sponsor following the Closing Date without provision for escrow, but all such obligations to complete work in the Unit shall cease once the work has been completed. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by Purchaser on the inspection statement. A Purchaser shall provide written notice that such Purchaser wishes to inspect the Unit pursuant to this Paragraph at least ten (10) days prior to Closing and Sponsor shall respond prior to Closing. A Purchaser who fails to inspect such Unit prior to the Closing shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. After the Closing, the Unit Owner shall be obligated to provide Sponsor and its contractors, subcontractors agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto to complete the work on the inspection statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the inspection statement. Notwithstanding anything to the contrary set forth above, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in quartz, or porcelain surfaces, bath and kitchen title grouting, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, which also may result in the warping of the floors.

(xiii) repair of chips, scratches, mars, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble used in bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Prior to Closing, but in no event thereafter, Sponsor shall be obligated to repair only abnormally chipped stone, quartz and porcelain surfaces, which repair shall be made by filling the stone or quartz or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, quartz or porcelain surfaces. Sponsor's obligation for the condition of a Unit is limited to the original purchase of a Unit from the Sponsor. Sponsor shall have no responsibility for any condition in any Unit that is resold by a Purchaser from Sponsor.

Acceptance of the Deed.

The acceptance of a deed by Purchaser shall be deemed an acknowledgment that Sponsor has performed its obligation to convey title to the Unit to purchaser, provided however, the acceptance of the deed by Purchaser shall not be deemed to discharge Sponsor from its obligations contained in this Plan. The foregoing disclaimer is expressly limited by the applicable law and regulations of the State of New York governing the acceptance for filing of this Plan and General Business Law Section 352-e.

Tax Deferred Exchanges.

The form of Purchase Agreement (Exhibit C in Part II of the Plan) permits a Unit being acquired by a Purchaser to be "replacement property" in a tax-deferred exchange pursuant to §1031 of the Internal Revenue Code. However, Sponsor makes no representation or warranty as to whether Purchaser of a Unit by a purchaser will qualify as part of a tax-deferred exchange. Purchasers must rely solely upon the advice of their own tax attorney or accountant for such determination. Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that fees shall be due to Sponsor's attorneys at their usual hourly rates for their services rendered in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or the Plan.

UNIT CLOSING COSTS AND ADJUSTMENTS

Closing Costs

The estimated closing costs and expenses to be borne by each Purchaser are set forth below. Recording charges, fees, title costs and taxes are based on rates in effect on the date of the Plan and are subject to change without notice.

Notwithstanding the fact that pursuant to applicable statutes, the New York City Real Property Transfer Tax ("NYC RPTT") and New York State Real Estate Transfer Tax ("NYS RETT" and together with the NYC RPTT , collectively, the "Transfer Taxes") are the primary obligation of the seller, such obligation to pay such taxes at the closing of title to their Unit(s) is transferred to Purchasers pursuant to the Plan (as is customary in condominium offerings). As of the filing date of this Plan, for the purchase of a single Residential Unit, the New York City Real Property Transfer Tax is 1% of the consideration paid for a Unit if such consideration is $500,000 or less and 1.425% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a Unit, and an additional $1.25 for each $500 (or fractional part thereof) of the consideration paid for a Unit if the consideration for such Unit is $3,000,000 or more.

At Closing, the amounts paid by Purchaser for a Parking Unit and/or a Storage License shall also be subject to the payment of the Transfer Taxes. For purposes of calculating the transfer taxes payable with respect to the NYC RPTT, the amount of the NYC RPTT and the NYS RETT paid by Purchaser will be included in the consideration subject to such tax but for the purpose of calculating the NYS RETT, only the NYC RPTT will be included in the consideration in determining the NYS RETT.

Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Section 1402¬a of the New York State Tax Law, currently 1% of the total consideration paid when such consideration is $1,000,000 or more, and the New York State Supplemental Tax pursuant to Section 1402-b of the New York State Tax Law if the total consideration for such Unit is $2,000,000 or more (collectively, the New York State Additional Tax and the New York State Supplemental Tax being referred to herein as the "Mansion Tax"), which tax by law is the primary obligation of Purchaser. The chart below sets forth the rate of Mansion Tax based on the consideration paid for a Residential Unit.

Consideration amount	**NYS Mansion Tax Rate (which represents an aggregate of the New York State Additional Tax and New York State Supplemental Tax)**
Under $1 million	Not subject to tax
At least $1 million, but less than $2 million	1%
At least $2 million, but less than $3 million	1.25%

At least $3 million, but less than $5 million	1.5%
At least $5 million, but less than $10 million	2.25%
At least $10 million, but less than $15 million	3.25%
At least $15 million, but less than $20 million	3.5%
At least $20 million, but less than $25 million	3.75%
More than $25 million	3.9%

In addition to transfer taxes and the Mansion Tax, Purchasers shall also be obligated to pay at closing any tax relating to the purchase or sale of real estate or similar interests on the transfer of a Residential Unit enacted after the filing date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of a seller or purchaser. For example (and without limitation), if New York City were to impose a modified version of the Mansion Tax or other supplemental tax on the sale of residential condominium units exceeding a certain purchase price, such a tax will be payable by Purchasers. In the event that any such tax is adoptable, Sponsor will amend the Plan to disclose any such Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion Tax information and closing cost illustrations disclosed in the Plan, as may be amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Purchasers are further advised to consult with their attorney or a tax expert regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title. The purchase price, transfer taxes and any other consideration paid for a Residential Unit will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at the total consideration for transfer tax and Mansion Tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

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

Notwithstanding the foregoing, for transfer tax purposes, a Parking Unit is considered an "accessory" to a Residential Unit, so the purchase of a Parking Unit together with a

Residential Unit, or by a Residential Unit Owner will not be considered as a bulk sale for purposes of the NYCRPTT. Each Parking Unit deed will recite the Residential Unit owned or being acquired by a Purchaser thereof. Purchasers who are acquiring Parking Units should note that the consideration payable for the Parking Unit will be aggregated with the Purchase Price of the Residential Unit for the purpose of determining the tax rate payable for purposes of the New York City Real Property Transfer Tax as an accessory to a Residential Unit and for purposes of amounts due and owing to New York State with respect to the NYS RETT, the Mansion Tax and the Additional Tax.

Purchasers should also note that the New York City Department of Finance and the New York State Department of Taxation and Finance take the position that Transfer Taxes are due and payable with respect to the purchase of Licenses. Accordingly, Purchasers who purchase a Storage Space License and/or a Bicycle License will be responsible for the transfer taxes payable with respect to such Licenses.

Purchaser shall also be required to make the following additional payments at Closing:

(a) A contribution to the Working Capital Fund of the Condominium in an amount equal to two (2) months' Common Charges then applicable to each Unit being purchased.

(b) the RMU Payment in the amount set forth on Schedule A which represents Purchaser's pro rata share of the purchase price of the Resident Manager's Unit plus closing costs.

(c) At the election of Sponsor, if the New York City Department of Finance has not issued individual tax bills for the Units, as of the date of the Closing, an amount equal to Purchaser's pro rata share of the next bill for real estate taxes anticipate being received prior to the subdivision of the tax bill for the Property.

If Purchaser elects to obtain fee or mortgage title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. Purchasers may select any title insurance company licensed to do business in the State of New York without incurring any additional fees to Sponsor or its attorneys. The premium for fee or mortgage title insurance based on the title insurance rate manual in effective on the date hereof is as follows:

Title Insurance

If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium for title insurance, which will vary depending upon the Purchase Price of the Unit. Purchasers may use a title insurance company of their choice. If Purchaser elects to obtain fee title insurance the rates that are presently in effect from the Title Company are:

FEE RATE SCHEDULE FOR INSURANCE UNDER $1,000,000

FEE AMOUNT	**PREMIUM**
First $35,000 or less	$342.00
From $35,001 to $50,000	$5.39 per Thousand

From $50,001 to $100,000	$4.39 per Thousand
From $100,001 to $500,000	$3.52 per Thousand
From $500,001 to $1,000,000	$3.21 per Thousand

FEE RATE SCHEDULE FOR INSURANCE OVER $1,000,000

FEE AMOUNT	PREMIUM
First $35,000 or less	$382.00
From $35,001 to $50,000	$6.34 per Thousand
From $50,001 to $100,000	$5.16 per Thousand
From $100,001 to $500,000	$4.14 per Thousand
From $500,001 to $1,000,000	$3.78 per Thousand
From $1,000,001 to $5,000,000	$3.48 per Thousand
From $5,000,001 to $10,000,000	$3.09 per Thousand

Mortgage Title insurance rates are outlined on the schedule below.

MORTGAGE RATE SCHEDULE

FEE AMOUNT	PREMIUM
First $35,000 or less	$327.00
From $35,001 to $50,000	$5.27 per Thousand
From $50,001 to $100,000	$4.31 per Thousand
From $100,001 to $500,000	$3.46 per thousand
From $500,001 to $1,000,000	$3.14 per Thousand
From $1,000,001 to $5,000,000	$2.90 per Thousand
From $5,000,001 to $10,000,000	$2.57 per Thousand

The premium for fee title insurance issued simultaneously is computed as described in subparagraph (b) above. To the extent there are any savings of title premiums for fee or mortgage insurance by virtue of a title company using a reissue or similar rate rather than the full rate for the purchase of such insurance (as a result of title premiums previously paid by or on behalf of Sponsor) Purchaser shall be required to pay the amount of such savings directly to Sponsor as reimbursement for premiums previously paid by Sponsor in connection with Sponsor's acquisition of the Property. Purchasers may order title insurance from any title insurance company licensed to do business in the State of New York, selected by Purchaser or their attorneys without incurring additional fees from Sponsor or its attorneys.

(d) A fee for recording the Deed and Power of Attorney, being $32.00 for each instrument plus $5.00 per page and a service charge to the title company of approximately $10.00 and a fee of $100.00 for filing the New York City Real Property Transfer Tax return.

The New York City Department of Finance takes the position that in instances in which a purchaser of property assumes the obligation for the State Transfer Tax and the RPT Tax, the

amount of the tax that would otherwise be payable if the seller were to pay such taxes, as is required pursuant to applicable statute, will be treated as additional consideration for the transaction subject to tax.

Consequently, the amount of the RPT Tax is computed as follows:

(i) Multiply the purchase price by the RPT Tax rate to compute the City Tax on the amount of the purchase price;

(ii) Multiply the purchase price by the NYS Tax rate to compute the NYS tax due on the on the amount of the purchase price;

(iii) Add the amounts obtained by the computations in steps (i) and (ii) to the Purchase Price (the number is hereinafter referred to as the "RPT Grossed-Up Purchase Price");

(iv) Add the amounts obtained by the computations in step (i) to the Purchase Price (the number is hereinafter referred to the NYS Grossed-Up Purchase Price");

(v) Multiply the result of (iii) by the RPT Tax rate to determine the RPT Tax payable;

(vi) Multiply the result of (v) by NYS rate to determine the NYS Tax payable.

Example:

Purchase Price: $5,995,000.00

(1) $5,995,000.00 x 1.425 percent = $85,428.75

(2) $5,995,000.00 x 0.65 percent = $38,967.50

(3) RPT Grossed-up Purchase Price is $5,995,000.00 + $85,428.75 + 38,967.50 = $6,119,396.25

(4) NYS Grossed-up Purchase Price is $5,995,000.00 + $85,428.75 = $6,080,428.75

(5) RPT Tax = $6,119,396.25 x 1.425 percent = $87,201.40

(6) NYS Tax = $6,080,428.75 x 0.65 percent = $39,523.25

In addition, where a purchaser purchases two or more Units, the NYC RPT Tax rate, where the consideration if $500,000 or less will be 1.425 percent, while the tax rate where the consideration is in excess of $500,000 will be 2.625 percent.

Thus, the effective RPT tax rate is approximately 1.014 percent of the purchase price where the purchase price is $500,000 or less and 1.451 percent where the purchase price is $500,000 or more. A similar position has been taken by the New York State Department of Taxation and Finance and as a result the effective tax rate for the State Transfer Tax is $4.06 per thousand dollars of the purchase price for the Unit where the consideration is less than $500,000 and $4.076 per thousand dollars of the purchase price of the Unit where the

consideration is $500,000 or more. However, payment by Purchaser of the Special Additional Tax is not considered additional consideration to Sponsor for purposes of the calculation of the State Transfer Tax.

Pursuant to the applicable regulations promulgated by the New York City Department of Finance, in instances where a Purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer is considered a "bulk sale" and non-residential rates for the NYC RPTT will apply. In the event of such a "bulk sale", the rate where the consideration is less than $500,000, the rate would be 1.425% and where the consideration is $500,000 or more, the rate would be 2.625%. The DOF will apply the "non-residential" rate even if the Residential Units are transferred to Purchaser pursuant to separate sales contracts on different closing dates. In determining whether the higher rate would apply, the DOF imposes a "look back period" of three (3) years for transactions between the same parties. Thus, in connection with a bulk sale or otherwise, it is possible that a Purchaser could be required to pay the non-residential rate for purposes of the New York City Real Property Transfer tax and also pay the Mansion Tax. Sponsor makes no representation as to which transfer tax rates will be in effect at the time of closing of a particular Residential Unit.

(g) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of the mortgage recording tax, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000 is 2.05 percent of the face amount of the mortgage and 2.175 percent of the face amount of the mortgage if the mortgage is $500,000 or more. Of the total tax due, the mortgagee pays an amount equal to 0.25 percent of the face amount of the mortgage. In addition, there is a $30 exemption for residential real property. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources. As indicated above, a discounted rate may apply where fee and mortgage title insurance policies are issued simultaneously. In the event that Sponsor is entitled to a credit for the Mortgage Recording Tax paid by Sponsor in connection with its construction financing, at Closing, Sponsor will execute and deliver the requisite affidavit as required under Section 339(e)2 of the New York Real Property Law and Section 252 of the New York State Tax Law. In such instances, Purchaser shall reimburse Sponsor to the extent of the mortgage tax credit received by reason of the delivery of such affidavit. Purchaser will be liable to pay the tax authorities any Mortgage Recording Tax payable in excess of the credit available. In addition, Sponsor may request that Sponsor's Lender sever or split the mortgage presently encumbering the Property and assign such severed mortgage to Purchaser's lender. In such event, Purchaser shall reimburse Sponsor for any credit against the mortgage recording tax received by reason of such mortgage assignment less any attorneys' fees charged by Purchaser's Lender by reason of such assignment. In no event shall the total amount paid to Sponsor and the tax authorities be in excess of the mortgage recording tax that would otherwise be payable by Purchaser.

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender one-twelfth (1/12) of the estimated annual real estate taxes and tax assessments which are assessed or to be assessed against the Unit, together with one-twelfth (1/12) of the annual fire and casualty insurance policy premiums for

the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

(h) Fees payable to Sponsor's attorney in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

For each Unit, the sum of $3,750, plus the sum of $350 for the preparation of ACRIS Documents payable to Sponsor's attorneys, Greenspoon Marder LLP, to reimburse Sponsor for a portion of its legal fees incurred in connection with the closing of title of Purchaser's Unit. In addition, if Purchaser acquires a license to a Storage Space, there will be an additional fee to Sponsor's attorneys in the amount of $750.00 If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's attorney, or if Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's attorney (or such other place as Sponsor may designate in its closing notice), the closing may be held elsewhere in New York City, provided that an additional travel fee is paid to Sponsor's attorney equal to: (a) $1,000 if the closing is held elsewhere in Manhattan; and (b) $1,500 if the closing is held in a borough other than Manhattan. In addition: (i) if the closing is adjourned through no fault of Sponsor, Purchaser will be required to pay to Sponsor's attorney an additional fee of $750 for each adjournment to help defray the cost of preparing for and coordinating the new closing; (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $1,200, payable in advance, for preparation of an assignment agreement; and (iii) if Purchaser obtains mortgage financing, then Purchaser shall pay Sponsor's attorneys an additional fee of $750 to defray the additional costs associated therewith. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's attorneys shall be paid by Purchaser prior to closing upon notice to Purchaser.

Purchaser may pay more than one fee pursuant to (h) above with respect to a Unit. In addition to an attendance fee in connection with a completed Unit transfer, Sponsor's attorneys shall also be entitled to an attendance fee in the amount set forth above if they attend a scheduled Closing, but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one request.

All legal costs, fees and expenses of Sponsor's attorneys, other than those specifically set forth above, will be the sole responsibility of Sponsor.

(i) If Purchaser has dealt with any broker other than the Selling Agent or any other broker engaged in writing by Sponsor in connection with his or her purchase, then Purchaser will be required to pay any commission due to such broker.

A numerical example for the costs set forth in this section of the Offering Plan for a typical Unit with a purchase price of $5,995,000.00 and assuming that a Purchaser obtains a

mortgage of $3,000,000.00 are estimated as set forth below. The total closing costs for a unit with a purchase price of $5,995,000.00 and a mortgage of $3,000,000.00 are estimated to be approximately.

Tax, insurance and recording rates are subject to change.

1. Title insurance for fee and mortgage, including the simultaneous fee discount: approximately $21,276.00 plus the cost of searches and fees of approximately $1,865.62.	
Total projected Title Bill:	$23,141.62
2. Mortgage Recording Tax:	$57,720.00
3. New York City Real Property Transfer Tax:	$87,201.40
4. New York State Real Estate Transfer Taxes (deed stamps):	$39,523.25
5. New York State Mansion Tax:	$136,809.64
6. Legal fee due to Sponsor's attorney:	$3,750.00
7. Fee for preparation of ACRIS Documents	$350.00
8. Fee to defray costs associated with mortgage financing:	$750.00
9. Contribution to Working Capital Fund:	$8,034.52
10. RMU Payment:	$54,374.76
Estimated Total Closing Costs for this Unit:	$411,655.19

The foregoing projections do not include other fees which cannot be estimated, as the same are outside of Sponsor's control including, but not limited to, purchaser's attorney's fee, lender's attorney's fee, and bank fees.

Closing Adjustments

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Common Charges for the month in which title closes, and (c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering Purchaser's Unit. In the event the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, Sponsor shall place in a special escrow account with Sponsor's attorney an amount equal to the unpaid real estate taxes which will be payable with respect to the Property for the six (6) month period following the First Closing or until the Units are separately assessed, whichever is shorter, or Sponsor will pay the real estate taxes with respect to the Property from the special escrow account as and when such taxes

become due and payable, and Sponsor will be reimbursed for such payments by the Condominium Board. In the event that Sponsor sets up an escrow for the real estate taxes as described above, the amount of such tax escrow will be disclosed in the post-closing amendment to the Plan. Section 6.24 of the By-Laws grants the Condominium Board the authority to assess each Unit Owner for its portion of the real estate taxes until the New York City Department of Finance issues individual tax bills for each of the Units. Until the Units are separately assessed and billed, each Unit Owner will pay his or her *pro rata* share (in the proportion that his or her Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board. The Condominium Board will pay such taxes either to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay his or her *pro rata* share as set forth above, the Condominium Board will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges. At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay such taxes directly to the taxing authority.

If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.04 percent of the purchase price of his or her Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, being an equal to an annual rate of 14.6 percent per annum.

Except as specifically set forth in the Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of the Plan and the initial sale of Units, including, but not limited to, all selling expenses and commissions payable to Selling Agent for the initial sale of Units pursuant to the Plan, advertising, printing and architect's fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor.

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations with Respect to the Building

Subject to the terms and conditions of the Plan, Sponsor shall have the following obligations and all Purchasers upon execution of their respective Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Each Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, subject to the issuance of a temporary Certificate of Occupancy for the Building, or the Unit which is the subject of the relevant Purchase Agreement. Each Unit is being sold unfurnished. Sponsor will maintain each Unit and the fixtures and personally contained therein, up to the time of the transfer of title to the Unit in question. A Purchaser may inspect the Unit that is the subject of its Purchase Agreement prior to the Closing, provided however, Purchaser shall be required to cooperate with the scheduling of such inspection.

(b) Notwithstanding anything contrary contained in the Plan, Sponsor shall construct the Building in accordance with the filed plans and specifications in compliance with all Applicable Law and regulations. Sponsor shall complete the construction of the Building in accordance with the building plans and specifications identified herein in the Description of the Property and Specifications contained in Part II of the Plan as Exhibit A. Notwithstanding the foregoing, Sponsor has the right to substitute materials or equipment or may make modification of the layout or design of the Units, provided however, Sponsor may not:

(i) substitute equipment of materials of a lesser quality or design; or

(ii) change the size, location of the units or common elements if such changes affect the percentage of common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in force and effect unless all affected unit owners and contract vendees' consent in writing to such change.

(c) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(d) In New York City, newly constructed buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by § 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the DOB. A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. No change of use or occupancy shall be made unless a new certificate of occupancy is issued, if required by Applicable Law. All TCOs have an

expiration date, typically 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario will occur. No Closing of a Residential Unit will occur prior to the issuance of a TCO for the particular Residential Unit. Sponsor and its principals will undertake the responsibility for extending each TCO prior to its expiration, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of the issuance of the first TCO, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Residential Unit by a Residential Unit, (iv) work undertaken in Common Elements by the Condominium Board or the Residential Board after the same are no longer controlled by Sponsor Board or (v) any other cause over which Sponsor has no control. Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations prior to the procurement of a PCO, such renovations may cause additional delays in the issuance of a PCO. Nevertheless, Sponsor and its principal will remain obligated to procure the PCO. For this reason, Sponsor or the Residential Board and/or the Condominium Board, as applicable, may reasonably refuse to permit a Residential Unit Owner to perform alterations until such time as a PCO has been obtained. Neither Sponsor nor its principals make any representation that the DOB will issue the PCO within such 2-year period. Notwithstanding the foregoing, Sponsor and its principal are obligated to procure the PCO for the Building, Sponsor shall exercise best efforts to obtain the PCO within such 2-year period while keeping the TCO current. Unit Owners and the Residential Board and the Condominium Board shall be obligated to cooperate with, and refrain from obstructing, Sponsor in these undertakings.

If Sponsor fails to obtain a permanent Certificate of Occupancy (a PCO") for the Building prior to the First Unit Closing, Sponsor will be obligated to hold and maintain all monies received pursuant to all Purchase Agreements in a special trust account deposited with Escrow Agent as required by the General Business Law of the State of New York, Sections 352-e(2)(b) and 352(h), originally established for the purpose of holding such deposits, provided, however, that if an architect or engineer chosen by Sponsor certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy, then the amount exceeding the sum so certified by Sponsor's architect or engineer shall be released from the special escrow account. Sponsor expects to obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Closing or at such sooner time as the Temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires.

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Unsold Units. Sponsor will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personality or fixtures contained therein.

(e) As of the date of the First Unit Closing, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties which relate to the General Common Elements and Residential Common Elements and other undertakings received by Sponsor from its contractors, suppliers or others

in connection with the construction, and equipping of the Building. The delivery, assignment or grant to the Condominium Board shall occur as of the later of the date of the First Unit Closing or the date on which Sponsor receives such assignable warranties and other undertakings, except that those warranties and undertakings received by Sponsor which relate to the appliances, equipment, furnishings or fixtures located in any Residential Unit shall be assigned to Purchaser of such Residential Unit or Parking Unit, if applicable, on the date of closing of title thereto. Sponsor does not make any representation as to which, if any, of the warranties and other assignable undertakings will continue to remain in force upon the Closing of any specific Unit. Sponsor shall have no liability or responsibility whatsoever in the event that a warrantor is unable, unwilling or for any reason fails to perform pursuant to its warranty. Except as specifically provided pursuant to the warranties to be assigned to the Board or to the Purchasers, Sponsor has no obligation to repair Residential Units or the fixtures or personal property attached to or used in connection with the operation of Units, except as otherwise expressly provided in this Plan.

(f) Sponsor will deliver a set of "as-built plans" to the Condominium Board.

(g) In accordance with Section 339(p) of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building.

(h) Sponsor will be solely responsible for all costs and expenses incurred by it in connection with the preparation of the Plan, the submission of the Declaration and the Condominium Floor Plans to the New York City Department of Finance for its approval and all selling expenses and compensation payable to sales or other personnel of Sponsor.

(i) Sponsor will pay all Common Charges, real estate taxes and special assessments allocated to any Unsold Units and any License Fees associated with unsold Storage Spaces or Bicycle Spaces in accordance with the provisions of the By-Laws. Sponsor will use income from other sources to pay such obligations. Sponsor represents and warrants that, as of the date hereof, it has the financial resources to meet such obligations as the same become due. No bond or other security will be posted by Sponsor with respect to this obligation.

(j) Sponsor will initially procure, on behalf of the Condominium Board, 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, the cost of which insurance has been reflected in the First Year's Budget.

(k) The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Residential Unit. In the event of damage or destruction of a Residential Unit, a Parking Unit and/or the Common Elements, due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion within sixty (60) days of the damage to the Unit) to repair or restore the Residential Unit, the Parking Units and/or the Common Elements, as

applicable, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price of the Residential Unit (or Parking Unit). In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Residential Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect to repair or restore the Residential Unit (which election shall be made in its sole discretion within sixty (60) days of the damage to the Residential Unit), or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, as well as any Custom Work Deposits (subject to Sponsor's right to retain Custom Work Deposits that have been expended or committed, or are necessary to reimburse Sponsor for Restoration Costs as detailed elsewhere in the Plan), whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

(l) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six (6) years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of the City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(m) Sponsor is obligated to deliver to the Condominium Board all books and records pertaining to the Building's operation in Sponsor's possession on the First Unit Closing.

(n) Sponsor may dissolve or liquidate at any time after the transfer of 20 percent or more of the total number of Units of the Condominium. Sponsor's obligations will be assumed by financially responsible persons or entities who will assume the status and all of the obligations of Sponsor (in each instance, a "Successor Sponsor") pursuant to the Offering Plan and Applicable Law for those Units purchased by such Successor Sponsor. The obligations of Sponsor that will be assumed by a Successor Sponsor shall include, without limitation, Sponsor's obligation to defend and indemnify the Unit Owners, the Condominium Board and the Residential Board in any suits or proceedings arising out of Sponsor's acts or omissions.

(o) The acquisition of the site and the construction of the Building have been financed by acquisition, building and project loans made by Bank Hapoalim B.M., 1120 Avenue of the Americas, New York, New York 10036 ("Sponsor's Lender"). The aggregate amount of the loans extended to Sponsor by Sponsor's Lender for the acquisition and construction of the Building is $134,000.000.00. Such loans are secured by an Acquisition

Loan Mortgage, a Building Loan Mortgage, and a Project Loan Mortgage. The Acquisition Loan, Building Loan and the Project Loan are collectively referred to as the "Sponsor Loans"). The loans extended by Sponsor's Lender do not require Sponsor to sell more Units than fifteen (15%) percent required to declare the Plan effective pursuant to applicable regulations. Sponsor is current in its obligations pursuant to the Sponsor Loans. Prior to the Closing of title for each Unit, Sponsor will cause such Unit and its appurtenant Common Interest, benefits, rights and easements as described in the Declaration and By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any such agreements obtained by Purchaser.

(p) Sponsor will endeavor in good faith to sell all of the Residential Units in a reasonably timely manner; however, there is no certainty as to the period of time required to sell all of the Offered Units. However, pursuant to the terms of this Plan, Sponsor is retaining the unconditional right to rent the Residential Units subsequent to the consummation of the Plan. By reason of the foregoing, residents of the Condominium may be comprised of Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant portion of the residents of the Building may not be Residential Unit Owners. Since there may be a significant portion of the Residential Units that are not owner-occupied, a Residential Unit Owner seeking to resell or refinance a Residential Unit may also experience difficulty in obtaining a loan. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to selling more Residential Units than the fifteen (15%) percent necessary to declare the Plan effective, i.e. six (6) Residential Units owner-occupants may never gain effective control and management of the Condominium. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the Plan effective and owner-occupants may not gain control and management of the Condominium, until the expiration of the Initial Control Period (as such term is defined in the Condominium By-Laws). Notwithstanding the expiration of the Initial Control Period, as Sponsor has the unconditional right to rent Units, it may always hold a majority of the Units and thereby control the Condominium Board and the Residential Board indefinitely.

(q) .Sponsor is obligated to indemnify and defend the Unit Owners, the Residential Board and the Condominium Board in any suits or proceedings arising out of Sponsor's acts or omissions.

(r) Sponsor reserves the right to sell five (5) or more Residential Units in the Condominium and purchasers of such block(s) of Units will become a "successor sponsor" under this Plan. A "successor sponsor" will have those additional rights and obligations (including the obligation to comply with all Legal Requirements) applicable to a "sponsor" or "successor-sponsor" as more fully described in the Plan including the assumption of the status and all the obligations of Sponsor for those Units to be sold pursuant to this Plan.

(s) All representations contained in the Plan and all of Sponsor's obligations under the General Business Law of the State of New York Section 352-eeee, which are to be performed subsequent to the Closing, shall survive the delivery of the deed.

(t) Sponsor is reserving the right to delay the collection of Common Charges, or a portion thereof, for a period to be determined by Sponsor, in Sponsor's reasonable discretion. During any such period of delay (a "Common Charge Abatement Period"), Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any replacement reserve payments required by lenders. Such expenses shall not include expenses that are the responsibility of individual Unit Owners such as real estate taxes, utility charges, cable charges, etc. At such time when the collection of Common Charges commences, there shall be no assessment for any line item in the budget for the Condominium contained herein. Regardless of the delay in the collection of Common Charges, Sponsor shall remain obligated to amend the budget for the Condominium as required by law and the applicable regulations. In the event that Sponsor elects to defer the collection of Common Charges or a portion thereof, 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 to inform subsequent Purchasers that a Common Charge Abatement Period has occurred. Any such amendment shall also disclose the duration and/or the anticipated duration of any such Common Charge Abatement Period. In addition, those Purchasers who close on their Units subsequent to the expiration of the Common Charge Abatement Period shall not receive any credit of other reduction in the Common Charges payable by them. Prior to the expiration of the Common Charge Abatement Period, Sponsor will send written notice to all Unit Owners of the expiration thereof at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose the date on which the Common Charge Abatement Period expired in the next substantive amendment to the Offering Plan.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners pursuant to their respective Purchase Agreements. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures other than as set forth in the Plan.

Obligations of Sponsor hereunder with respect to the Building shall be enforceable by the Condominium Board and/or the Residential Board, as the case may be, on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either (i) the Condominium Board and/or the Residential Board fails to take reasonable action to enforce such obligations within 90 days following the giving of notice of such claim by any Unit Owner to the Condominium Board and/or the Residential Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board and/or the Residential Board, as the case may be, will expire during the aforesaid 90-day period.

As of the date hereof, Sponsor has the ability to perform its obligations as set forth herein. Except as set forth above or as required by law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan.

All representations under the Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Plan which are to be performed after the First Closing will survive delivery of a deed to a Purchaser of a Unit.

No Housing Merchant Implied Warranty

The Housing Merchant Implied Warranty set forth in Article 36-b of the New York General Business Law does not apply to this offering. The Building is being constructed by Cauldwell Construction Group, (the "CM"), having an address at 380 Lexington Avenue, Floor 26, New York, NY 10168-0002. Sponsor's contract with the CM provides that the CM warrants against all construction defects for a period of one (1) year following the issuance of a temporary certificate of occupancy for each Unit. Accordingly, the warranty in favor of an individual Unit Owner may be for less than one (1) year from the date of that such Unit Owner acquires title to his or her Unit and no warranty will be available for Purchasers who close more than one (1) year after the issuance of the TCO for their respective Unit. Sponsor is purchasing a manufacturer's warranty for the roof materials which provide that such materials are guaranteed to be free of defects for ten (10) years.

In addition, certain building equipment and appliances will be subject to manufacturer's warranties. The warranty for the Common Elements of the Condominium, to the extent that the same does not constitute equipment or other materials that are covered by a manufacturer's warranty, will be for a term of one (1) year from the date that a temporary certificate of occupancy is issued for all Residential Units in the Building. Notwithstanding any of the limitations on warranties contained in this Plan, no such limitations shall relieve Sponsor of its obligation to construct the Building in accordance with the plans and specifications filed with the New York City Department of Buildings, as described in the Description of Property contained in Part II of the Plan, and all Applicable Law and regulations. In addition, any conflicts between the warranties described above and the limitations contained herein and Sponsor's obligation to construct the Building in accordance with Applicable Law, the filed plans and specifications shall be resolved in favor of the latter. At Closing, Sponsor shall assign the warranties to the Condominium Board. Each Purchaser will receive, at Closing, the manufacturer's instructions and warranties for the appliances located in their Units.

Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this section. Sponsor will correct, repair, or replace any and all defects relating to the construction of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to improper workmanship or construction practices or the use of materials that are materially and adversely at variance with the Plans and Specifications for the same; and

(2) The Condominium Board or the affected Unit Owner, as applicable, notifies Sponsor, if the same in accordance with the following, which notice shall be delivered by certified mail, return receipt requested or by overnight courier, such as FED EX:

A. with respect to any latent defect (that is, a defect that is not discoverable by a reasonable and customary inspection) in the construction of a Unit, within one (1) year of the

earlier to occur of (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(i) with respect to any patent defect (that is, a defect that is discoverable by a reasonable and customary inspection) in the construction of a Unit within six (6) months of (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement pursuant to which a Purchaser is permitted to occupy the Unit prior to Closing, whichever is first to occur;

(ii) with respect to any defects (patent or latent) in the construction of the Common Elements, within one (1) year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a TCO or PCO covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

Sponsor shall select the method of correcting any defect, in Sponsor's sole discretion. The quality of construction as to any such correction will be comparable to local standards customary for the trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively deemed to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

a. Sponsor is not notified of the existence of such defect, in the manner and within the appropriate period specified above;

b. The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

c. Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

d. Purchaser, through any act or omission (i) is the cause of such defect, (ii) obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit in order to repair or replace the defect, or (iii) undertakes the repair or replacement of such defect.

(3) This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent Purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements, or the Building.

(p) Notwithstanding anything to the contrary set forth herein, Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in construction or renovation, or in the installation or operation of any mechanical equipment, appliances, other equipment, materials or fixtures (including appliances and bathroom fixtures) or any other condition:

(i) with respect to which assignable warranties or other undertakings (however denoted) are from manufacturers, contractors, material persons, or others which are assigned to the Condominium Board and/or any Unit Owner;

(ii) resulting from normal wear and tear, natural deterioration, normal settling (including, without limitation, cracks in crown molding, minor gapping in the flooring, uneven ceilings or floors, "checking" or cracking of floors, floor buckling or immaterial conditions), damage to wood due to changes in humidity, deflection, expansion or shifting of the Building or any irregularities in natural materials;

(iii) resulting from (i) Purchaser's failure to maintain such appliances, equipment, finishes, materials or fixtures in accordance with manufacturers' guidelines and specifications, (ii) Purchaser's renovations and/or alterations to a Unit or its appurtenant Limited Common Elements, and (iii) any willful or negligent acts or omissions by Purchaser or Purchaser's Permitted Users subsequent to the Closing of Title to the Unit; or

(iv) that are not of a material nature, including, without limitation, the following:

a. death of trees, planting or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Building, including cracks or discoloration in concrete walls and paving, leaching or color variation in colored mortar, tiles or pavers, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and Terrace surfaces, Terrace tiles or pavers not laid flat, stained tiles or color variations in tiles or pavers, and cracks in pressure treated wood used, or intended for use, outside the Building;

b. protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

c. door or window sticking due to weather, door warpage (including warpage of the main entrance door or the door providing access to the Outdoor Space from a Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows or doors proving access to any Outdoor Space in excess of industry standards;

d. variations in tone or color of interior and exterior natural materials or natural stone (including the limestone used on the exterior façade of the Building) including variations in tone or color of flooring, walls, countertops, backsplash, vanity tops or other natural stone, marble, ceramic or wood surfaces, slight scratches in plastic laminate, glass, metal, vitreous china, natural stone, wood, stainless steel, porcelain or other surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

e. variations in wood floor stains and finishes;

f. noise, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, mechanical equipment operation and elevator operation, and floor noises and creaking;

g. repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

h. normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames; and

i. pertaining to reception of television, radio, internet or other telecommunication equipment.

Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, do not impair Sponsor's obligation to construct the Building in accordance with the Plans and Specifications and Applicable Law.

Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces. Additionally, during construction concrete cracks and/or chips of a material nature on the exterior fade of the Building may be repaired by Sponsor by field patching.

The items and conditions described above in (iv) are not defects and may be found in any newly constructed building. Purchasers who purchase a unit may experience some or all of these conditions in their units or the common elements. Sponsor has no obligation to correct or repair any immaterial conditions (including without limitation those set forth above) and shall not be liable to any purchaser or condominium board therefor. If a Purchaser or the Condominium Board desires to correct or repair any such items or conditions, to the extent the same can be corrected or repaired, Purchaser and/or Condominium Board must proceed at its sole cost and expense and/or utilize any warranties or undertakings assigned to it by sponsor.

Nothing contained in this section will be construed so as to render Sponsor liable for monetary damages nor shall purchaser have any suit, claim, cause of action, or demand (whether based on negligence, breach of contract, breach of warranty, or otherwise), it being intended that Sponsor's sole obligation pursuant to the plan will be to repair or replace any defective item of construction upon, and subject to, the terms and conditions set forth above. Additionally, except as expressly set forth above, Sponsor will have no obligation to correct or repair any immaterial conditions in the building (including in the unsold units and the common elements) or in, or with respect to, its installations, apparatuses, fixtures, finishes, materials, and appurtenances. Aside from any Sponsor warranties and undertakings with respect to the construction and completion of the building contained in this section, no other warranties or undertakings shall be implied. However, no such disclaimer or limitation of liability on

Sponsor's part shall apply to Sponsor's obligations under all applicable statutes, laws and regulations.

(r) Except as set forth above in and those warranties or guarantees provided to Sponsor by contractors, manufacturers or suppliers, which Sponsor will assign to the Condominium Board and/or Unit Owners, as necessary, Sponsor does not make any representation of any kind, express or implied, and Sponsor hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Units and the Common Elements and with respect to the personal property located within the Units, the Common Elements, and the Unit Owners assume all risk and liability from the use of this personal property.

Notwithstanding the limitations on Sponsor's warranty as set forth herein, Sponsor is liable to construct the Building in conformance with the plans and specifications filed with the New York City Department of Buildings and all Applicable Law and codes. In the event of any conflict between the filed plans and specifications and applicable law and codes, such conflict will be resolved in favor of applicable law and codes.

Use of Unsold Units

Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Unit as sales and rental offices and model apartments. In the event Sponsor thereafter elects to sell any such Unsold Units, Sponsor may require Purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to Purchaser of such Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Unit.

Sponsor and successor owners of the Unsold Units shall also have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions (*e.g.*, with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building and may interfere with owner-occupants' enjoyment of the Building.

Sponsor shall have an exclusive easement (i) to erect, use, lease, maintain, repair, replace and operate (A) antennae, satellite dishes and other communications equipment, and (B) pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Residential Limited Common Elements appurtenant to Residential Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting permitted by Applicable Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant

of any Unit. Sponsor shall be entitled to permit any one or more such easements to be utilized by any Commercial Unit Owner and/or Permitted Users. Sponsor reserves the right to install additional mechanical equipment on the roof of the Building.

Notwithstanding the foregoing or anything contained herein, in the By-Laws or any Rules and Regulations to the contrary, Sponsor (and its successors) may, without the permission of the Board or any other Person use or grant permission for the use of any Unsold Residential Unit for any lawful purpose, including, but not limited to, the use of any Unsold Residential Unit as models and sales and/or promotion offices in connection with the sale or rental of the Residential Units, subject to compliance with Applicable Law.

Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to applicable law and regulations or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree and any substitution of appliances, equipment or materials shall be of equal or better quality. Equal or better quality shall mean as recognized by industry standards for performance, efficiency, duration of useful life and/or classifications, as applicable. Any such material and adverse modification, addition or change will be reflected in a duly filed amendment to the Plan. There is a rebuttable presumption that an area that is diminished by five (5%) percent or less than the area set forth on Schedule A is not material. ***See Section of the Plan entitled "Changes in Prices and Units" for details.***

No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or any Residential Rules and Regulations (other than those required by Law) shall be effective (i) against Sponsor unless Sponsor has given its prior written consent (whether or not the Initial Control Period has expired), which consent shall not be unreasonably withheld or delayed, or (ii) to adversely affect the Commercial Unit Owners unless the affected Commercial Unit Owner has given its prior written consent thereto. After the expiration of the Initial Control Period, Sponsor may not amend the Rules and Regulations unless there are any Rule and Regulations that materially and adversely affect the Unsold Units and/or the Commercial Units. After the Initial Control Period has expired, Sponsor still has the right, without the consent of either the Residential Board and/or the Condominium Board, as applicable, to amend the Declaration and By-laws with respect to the Unsold Units and the Commercial Units.

CONTROL BY SPONSOR

Sponsor shall have the right to vote all of the Common Interests attributable to Unsold Units when voting for members of the Residential Board. At all elections held after the expiration of the period ending on the earlier of: (i) the closing of title with purchasers under the Plan to Units having more than 95 percent of the aggregate Common Interests pertaining to all Units, or (ii) five (5) years after the First Unit Closing (the "Initial Control Period"), not more than one (1) of the members of the Residential Board may be elected or designated by Sponsor or the then owner of the Unsold Units. After the end of Initial Control Period, the majority of the Residential Board must be Unit Owners who are not affiliated with Sponsor.

Within approximately 30 days after the expiration of the Initial Control Period, the applicable number of members of the Residential Board representing the Residential Unit Owners and Parking Unit Owners who were designated by Sponsor shall resign and their replacement shall be filled by a majority vote of the members of the Residential Board representing the Residential Unit Owners and the Parking Unit Owners(excluding members designated by Sponsor) at any regular meeting of the Residential Board or at a special meeting thereof called for such purpose.

Until the first annual meeting of the Unit Owners (the "First Annual Meeting"), the Board shall consist of three (3) persons designated by Sponsor. Sponsor anticipates designating the following persons as the initial members of the Condominium Board (all of whom are experienced in real estate matters and familiar with the property): Chaim Nortman, Rony Nortman and Frank Ortiz. Chaim Nortman is the principal of Sponsor. Rony Nortman and Frank Ortiz are employed by Northco Management Corp., which is an affiliate of Sponsor that has been retained by Sponsor as the Project Manager for the construction of the Building. Sponsor will amend the Plan prior to the First Closing in the event such persons no longer are serving as the initial Board members.

The First Annual Meeting shall be held not later than 30 days following the first to occur of: (a) the first anniversary of the First Unit Closing; or (b) the closing of title to Units representing at least 95 percent both in number and aggregate Common Interests of all Units to Purchasers, and at such meeting the incumbent Board members appointed by Sponsor will resign and a new Residential Board will be elected and/or designated by the Residential Unit Owners and the Parking Unit Owners and Sponsor, as applicable, as described below. All Unit Owners, including the Residential Unit Owners and the Parking Unit Owners, inclusive of Sponsor, will be entitled to vote the Common Interests assigned to their respective Units at such meeting and at all subsequent meetings, subject however, to the obligation of Sponsor to cede control at the conclusion of the Initial Control Period.

There is no provision in the By-Laws that assures a majority of the Residential Board will be Unit Owners, Unit occupants or members of a Residential Unit Owner or Unit occupant's household who are unrelated to Sponsor and its principals within five (5) years after the First Closing. In addition, because Sponsor has the unconditional right to rent or lease the Units, subsequent to the occurrence of the First Unit Closing, there is no commitment to sell more Units than the fifteen (15%) percent of Units necessary to declare the Plan effective, and owner-occupants may never gain effective control and management of the Condominium.

Accordingly, until the expiration of the Initial Control Period, if: (i) Sponsor and/or its successor shall have the right, in such capacity, to designate two (2) of the three (3) Residential Board Members, all of whom may be persons related to or affiliated with Sponsor and/or its successor or other Unsold Unit Owner, and Sponsor and/or its successor and all other Residential Unit Owners shall elect the one (1) remaining Residential Board Member who shall not be a person related to or affiliated with Sponsor and/or its successor-in-interest or other Unsold Unit Owner. Any person who wishes to serve as a member of the Board shall give written notice to the Managing Agent no less than fourteen (14) days prior to the annual meeting.

In addition, at elections of members to the Board held after the expiration of the Initial Control Period but while Sponsor and/or its successor-in-interest still owns at least one Residential Unit, Sponsor and/or its successor-in-interest shall have the right to designate one (1) of the Board Members. Accordingly, from and after the expiration of the Initial Control Period, Sponsor shall have the right to designate not more than one (1) member of the Residential Board and shall no longer exercise voting control over the Board, *i.e.*, following the expiration of the Initial Control Period, at least two (2) of the three (3) members of the Residential Board shall not be designated by Sponsor or its successor-in-interest or other owner of Unsold Units but shall be elected by the Unit Owners. The Commercial Unit Owners are not entitled to vote for members of the Residential Board. There is no restriction on the right of Sponsor and its successor-in-interest(s) or any Unsold Unit Owner to vote for members of the Residential Board who are not related to or affiliated with Sponsor or such successor-in-interest or Unsold Unit Owner. However, after the expiration of the Initial Control Period, neither Sponsor nor a successor owner of the Unsold Residential Units and Unsold Parking Units shall be entitled to designate a majority of the Members of the Residential Board.

Accordingly, from and after the expiration of the Initial Control Period, at least three (3) of the five (5) members of the Residential Board shall not be related to or affiliated with Sponsor or its successor-in-interest or such Owner of Unsold Units. There is no restriction on the right of Sponsor and/or its successor-in-interest(s) or other Unsold Unit Owner(s) to vote for members of the Board who are not related to or affiliated with Sponsor or such successor-in-interest or such Unsold Unit Owner(s). The number of members of the Board may not be increased without the consent of the owner(s) of the Unsold Units, for so long as there remains at least one (1) Unsold Unit.

Until Sponsor no longer designates a majority of the members of the Board, Sponsor will, through its control of the Board, be able to control the maintenance and operation of, and the services to be provided by, the Residential Section and also the determination of Common Charges to be paid by the Residential Unit Owners. Prospective Purchasers should be advised that Unit Owners, Unit occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their varied reasons for purchasing, *i.e.*, for use as a home as opposed to as an investment.

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required to comply with any Applicable Law or expenses required to ensure the health and safety of the occupants of the Building, or to remedy any notice of violation entered against the Building or to comply with any proper work order by an insurer of the Building. Sponsor

may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Closing or whenever the Unsold Units constitute less than 25 percent of the Common Interest, whichever is sooner.

Any provisions contained in the By-Laws that give Sponsor control over the enforcement of Sponsor's obligation are unlawful. To the extent there are members of the Residential Board appointed by Sponsor, such Board members may be required to refrain from voting on any issue before the Residential Board which involves the decision to sue Sponsor, pursuant to *Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.D2d 465* (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL 363(a)(1).

The number of members of the Residential Board and the Condominium Board representing the Unit Owners may not be increased or decreased without the consent of Sponsor as owner of the Unsold Units for so long as there remains a single Unsold Unit.

Until Sponsor no longer elects a majority of the members of the Residential Board, Sponsor will, through its control of the Condominium Board have control of the maintenance and operation of, and the services to be provided by the Condominium and will determine the Common Charges to be paid by all Unit Owners.

The Residential Board may not, for as long as Sponsor has title to the Units having more than 25 percent of the aggregate Common Interests pertaining to all Residential Units and Parking Units, but in no event later than five (5) years after the First Unit Closing, whichever shall first occur, take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit unless the same are required to comply with Applicable Law, (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of or addition to all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees from that described in the First Year's Budget, (d) enter into any service or maintenance contract for work or otherwise contract for work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Residential Board to comply with Applicable Law or to remedy any notice of violation or work order of the Condominium's insurer.

During the time that Sponsor or its successors-in-interest have the right to control the Residential Board or to control the expenditures of the Residential Section as above provided, Sponsor or a successor owner of Unsold Units will effectively control the budget of the Condominium, the selection of a management company, the maintenance charges imposed upon Unit Owners or similar matters which will ultimately be the responsibility of Residential Board.

BOARD OF MANAGERS

Prior to the First Annual Meeting, Chaim Nortman, Rony Nortman and Frank Ortiz, will serve as the members of the Condominium Board. Chaim Nortman is the principal of Sponsor. Rony Nortman and Frank Ortiz are employed by Northco Management Corp., which is the project manager retained by Sponsor in connection with the development of the Building.

From and after the First Annual Meeting, the Residential Board shall consist of three (3) persons elected by the Residential Unit Owners (including Sponsor) (subject, however, to Sponsor's right to designate certain Board members during the Initial Control Period, as hereinafter set forth). There will also be a Condominium Board that will govern the affairs of the entire Condominium that will consist of three (3) members, two (2) elected by the Residential Unit Owners and one (1) Board member designated by the Commercial Unit Owners in the aggregate. At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Units owned by Sponsor as it sees fit. However, in addition, at elections of the Condominium Board held before the expiration of the Initial Control Period, Sponsor and/or its successor-in-interest shall have the right to designate two (2) members of the Residential Board, in the aggregate, who are related to or affiliated with Sponsor, or a successor owner of the Unsold Units. Sponsor, or a successor owner of the Unsold Unit and all other Residential Unit Owners and Parking Unit Owners shall have the right to elect the remaining member of the Residential Board, who shall not be related to or affiliated with Sponsor or any successor owner of the Unsold Units.

Except for the members appointed by Sponsor, all members of the Residential Board must be either Unit Owners or certain interested parties as described in the By-Laws. No member of the Residential Board shall continue to serve if, during his or her term of office, said member shall cease to be a Unit Owner or an interested party. All Board members shall serve without compensation. Each Unit Owner shall be entitled to one (1) vote for each 0.0001 percent of Common Interest assigned to such Unit Owner's Unit. For so long as Sponsor or a successor owner of the Unsold Units own at least five (5%) percent of the Units, but in no event later than the fifth anniversary of the First Unit Closing, Sponsor may designate up to two (2) of the three (3) Members of the Residential Board.

The Residential Board shall have all powers set forth in Article 2 of the By-laws as to the Residential Section, the Residential Common Elements, the Residential Units, the Garage and the Parking Units only, including, without limitation, the right to establish the Residential Common Charges and Parking Common Charges, which shall be used to pay for the Residential Common Expenses and the Garage Expenses for the operation of the Residential Common Elements and the Garage, respectively.

There will also be a Condominium Board which shall consist of three (3) persons, two (2) who will be designated by the members of the Residential Board and one (1) person who will be designated by the Commercial Unit Owners or the Commercial Board (if the same has then been constituted), as may be applicable. In the event that the Residential Board cannot agree upon the two (2) individuals to be appointed to the Condominium Board, the two (2) members who were in receipt of the most votes shall be appointed to serve on the Condominium Board. The Condominium Board shall be constituted at the First Meeting of Unit Owners.

For so long as Sponsor owns all three (3) of the Commercial Units, Sponsor shall be entitled to designate the Commercial Member of the Condominium Board. In the event that Sponsor sells one or more of the Commercial Units, the Commercial Unit Owners may at their option create a Commercial Board Once there is disparate ownership of the Commercial Units, the Commercial Unit Owners shall elect their representative to the Condominium Board based upon the Common Interest appurtenant to each of the Commercial Units.

All determinations which affect: (a) only the Residential Units, the Parking Units, the Garage and the Limited Common Elements appurtenant to either the Residential Units and/or the Parking Units and do not adversely affect one or more of the Commercial Units and/or the Limited Common Elements appurtenant thereto or the use of one or more of the Commercial Units for the permitted purposes thereof, shall be made exclusively by the Residential Board or the Residential Board member(s), if applicable; and (b) only the Commercial Units and do not adversely affect the Residential Units and/or the Limited Common Elements appurtenant thereto or the use of the Residential Units for the permitted purposes thereof, shall be made exclusively by the Board member appointed by the Commercial Unit Owners, in the aggregate, or the Commercial Board, if the Commercial Unit Owners have constituted the same. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Units and/or the Parking Units and materially and adversely affects the Commercial Units, or (ii) relate to the Commercial Unit and materially and adversely affects the Residential Units and/or the Parking Units or the Residential Common Elements and/or the Garage, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

Notwithstanding any implication to the contrary, the Condominium Board shall be responsible to maintain the General Common Elements and procure and maintain the insurance coverage for the Condominium.

All members of the Residential Board and the Condominium Board and officers shall serve without compensation from the Condominium. Sponsor has agreed that the By-Laws will not be amended to provide otherwise while Sponsor is in control of the Condominium Board.

The term of office of the members of the Residential Board and Condominium Board shall be for one year or until their successors are elected. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, or by overnight courier to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Residential Board and/or Condominium Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners (as defined in the By-Laws) who are present at a meeting attended by a quorum of Unit Owners; provided, however, that members of the Residential Board or the Condominium Board designated by Sponsor may only be removed with cause and in such event Sponsor may replace such Board Member with another Sponsor designee.

No member of the Residential Board or the Condominium Board shall continue to serve on the Residential Board or the Condominium Board if, during his or her term of office, such member shall cease to be a Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Unit ownership and Condominium Board membership shall not apply to members of the Residential Board or the Condominium Board designated by Sponsor.

Upon the affirmative vote of a majority of the members of the Condominium Board, any officer may be removed with or without cause. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose.

The Condominium Declaration and By-Laws each provide that the same may be amended by the vote of Units Owners owning both (a) at least 66-2/3 percent of the Common Interests; and (b) at least twenty-four (24) of the Residential Units, provided however, no such amendment affecting provisions related to the Commercial Units shall be effective without the vote and/or written consent of the Commercial Unit Owners.

Section 2.12 of the By-Laws provides that each Board Member is indemnified by all of the Unit Owners, to the extent of the Common Interest allocated to each of their respective Units from any liability or claim arising from their acts as Board Members, except in cases of bad faith or willful misconduct, or any liability associated with self-dealing by such Board Member.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Each Unit Owner may sell or lease his or her Unit provided the selling Unit Owner (the "Transferor") first gives the Condominium Board, on behalf of all Unit Owners, notice of his or her intention to sell or lease such Unit and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in Article 7 of the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within 30 days after receipt of the offering Unit Owner's notice, the Transferor will have an additional 60 days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in said notice. In the event such written agreement is not executed by the Transferor within said 60-day period or such sale or lease is not consummated within an additional 60 days following the expiration of said 60-day period, the Transferor will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. In any vote of all the Unit Owners, the Transferor shall have the right to vote in any vote conducted by the Condominium Board for the purpose of determining whether the Condominium Board shall exercise its right of first refusal to purchase or lease the Transferor's Unit.

The right of first refusal in favor of the Condominium Board described above shall not apply to the Sponsor, any successor owner of Residential Units or to the Commercial Unit. Any deed given by a Transferor shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any lease shall be consistent with the By-Laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Condominium Board, an application to the Condominium and that the Condominium Board, if permitted by applicable law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws.

Any purported sale or lease of a Unit in violation of Article 9 of the By-Laws shall be voidable at the election of the Condominium Board. Other than the exercise of the Right of First Refusal, the Condominium Board has no right to approve or disapprove prospective purchasers of the Units. Accordingly, there is no limit on the number of owners who may purchase a unit for investment rather than for personal occupancy. Therefore, there may always be a substantial percentage of Unit Owners who are non-residents of the Condominium.

A Unit Owner may lease, sell or convey the Unit to a spouse, adult child or grandchild, parent, grandparent or adult sibling, may convey his or her Unit by gift, may devise his or her Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the preceding restrictions. In addition, any Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

The restrictions upon the sale and lease of Units shall not apply to Sponsor with respect to any Unsold Units, or to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure and such parties shall be free to sell or lease without first offering to sell or lease the Units to the Condominium Board.

A Unit Owner may only sell or lease his or her entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit owner's undivided interest in (a) the Common Elements, (b) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof and (c) any other assets of the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to closing. In addition, the Residential Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the selling or leasing Unit Owner, as the case may be, to the Residential Board.

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent.

Use of Units

Residential Units shall be used only as a residence (except as described below), and not more than one family may occupy a Residential Unit at one time. A Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity may only be occupied by said individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, the fiduciary or beneficiary of said fiduciary, a principal or employee or such other entity, respectively, or by members of the immediate family or guests of any of the foregoing, provided however, no Unit may be leased for a term of less than 30 days. A Unit may be used as an office for a "home occupation", provided such use is permitted by Applicable Law, does not violate the then existing Certificate of Occupancy covering the Building, complies with all applicable governmental regulations and the Condominium Board, in its sole discretion, grants permission for such use.

The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable and which are incident to the use and occupancy of Units.

The Commercial Units may be used for any purpose permitted under applicable law, subject, however, to the limitations set forth in the By-Laws.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Building. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No "For Sale", "For Rent", "For Lease" signs, or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Unit, except that these sign restrictions shall not apply with respect to Unsold Units.

No awnings, air-conditioning equipment or ventilators shall be installed or modified in the Building without prior written approval of the Condominium Board. No radio or television aerial or other similar device shall be erected on the roof or exterior walls of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board.

Residential Unit Owners may keep pets in their Units, without the consent of the Residential Board, provided however, the Residential Board shall have the right to request that a Unit Owner remove any pet which causes a nuisance, health hazard or unsanitary condition. Each Unit Owner who keeps any type of pet in his or her Unit will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium Board adopted with respect thereto.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to by Sponsor). Further restrictions on the use and leasing of Units are set forth in the By-Laws and Rules and Regulations.

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage his or her Unit, provided that such Unit Owner first complies with the conditions with respect thereto set forth in the By-Laws. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a

conformed copy of the note and mortgage, and (c) the owner making such mortgage first satisfies all unpaid liens against his or her Unit, other than Permitted Mortgages. Sponsor shall have the right to mortgage any Unsold Unit without any restriction or limitation.

As more particularly set forth in the Section entitled "Amendments to Condominium Documents", in certain instances the consent of the Mortgage Representatives is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than one Residential Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor or its successor-in-interest, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

Common Charges: Determination and Assessment

Common Expenses, which are payable only by Unit Owners and are included in their Common Charges, are allocated among Unit Owners in proportion to their respective Common Interests. Common Expenses include, among other things, all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, and may include amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Unit.

At least annually the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners, Common Charges to meet Common Expenses.

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien or Nonpayment

Under the provisions of the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit in proportion to the respective Common Interests of the Units. Pursuant to the Storage Space License Agreement, the Bicycle Space License Agreement and the By-laws, the Condominium Board must include unpaid license fees in any such lien. All such liens, however, to the extent permitted by applicable law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. 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 until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the

name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien.

No Unit Owner may exempt himself from liability for his or her Common Charges by waiving use of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying his or her Unit without consideration to the Condominium Board and complying with certain conditions 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 or her Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless: (i) the aggregate Common Interests appurtenant to the Unsold Units constitutes fifteen percent (15%) or less of the total Common Interests then appurtenant to all Units; (ii) at least five (5) years have elapsed from the date of the First Closing; and (ii) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

On a resale of a Unit, Purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to his or her acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee acquiring title to a Unit at foreclosure sale, nor (b) a purchaser at a foreclosure sale shall be liable, nor shall the Unit not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements), including the heating/cooling systems and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owner's sole cost and

expense, and (b) in or to the Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

Notwithstanding the above, all normal maintenance, repairs and replacement of the Terraces, Loggias and Balconies shall be made by the Unit Owner of the Unit to which such Limited Common Elements are appurtenant, at his or her own cost and expense, but any structural or extraordinary repairs or replacements to the Terraces, Loggias and Balconies (including any leaks that are not caused by the negligence of the Unit Owner having access to the same) will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense. The Unit Owners who own Residential Units that have an appurtenant Terrace, Loggia or Balcony shall keep their respective Terrace, or Loggia or Balcony, as applicable, free of snow, ice and accumulation of water. In accordance with the By-Laws, the type, size and quantity of plantings and other installations to be placed on the Terraces, Loggias and Balconies by the Unit Owners and the rights of the Unit Owners to paint and decorate the Terraces, Loggias and Balconies shall be subject to the prior written approval of the Condominium Board. Notwithstanding anything to the contrary contained herein, the Condominium Board and their representatives will have additional access to the roof for the purpose of inspecting and repairing the same.

The interior glass surfaces of all windows located in any Unit shall not be colored or painted and are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner).

The By-Laws provide that each Unit and all portions of the Limited Common Elements which are used exclusively by certain Unit Owners (*e.g.* Terraces, Loggias and Balconies) shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner. In the event any Unit Owner fails to keep the designated Limited Common Element appurtenant to his or her Unit in such condition, the Board may, at the expense of such Unit Owner, enter such Unit and/or the Limited Common Element and perform such acts as are necessary to cure such default. *See below for the provisions related to "Rights of Access***".**

The By-Laws further require that those public or other areas of the Building, including, without limitation, the Terraces, Loggias and the Balconies, exposed to public view, which are required to be maintained by each Unit Owner or the Condominium Board, be kept in good appearance in conformity with the dignity and character of the Building, by such Unit Owner or the Condominium Board.

Alterations and Improvements of Units and Common Elements

No Unit Owner may make any structural alteration, addition, improvement or repair in or to his or her Unit or the Limited Common Element without the prior written approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply

to an Unsold Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Limited Common Elements without the prior written approval of the Condominium Board.

No construction may be carried out on the roof or any Terrace, Loggia or Balcony without having approved plans and a building permit from the Department of Buildings and the approval of the Condominium Board. Sponsor makes no representation as to whether additional structures may be constructed on the roof or any Terrace located thereon. Any prospective purchaser who is interested in constructing improvements on a Terrace, Loggia or Balcony should consult with its own advisors.

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Condominium Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done.

No contractor performing work shall employ any personnel or use means that may cause labor disturbances or stoppage in the work of building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an additional alteration or improvement to be made in a Unit, unless approved and executed, if necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board other and the other Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided any alteration to such Unit shall be in accordance with, and only as permitted by, the Condominium Act and all governmental regulations. Generally, all alterations or improvements in or to the Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

Insurance

The Condominium Board is required to obtain and maintain the forms of insurance described in the Sections entitled "Board of Managers and "Summary of By-Laws." The Condominium Board is *not* required to obtain or maintain any insurance with respect to any property contained in a Unit or for the liability of any Unit Owner. Consequently, Unit Owners are also required to obtain casualty insurance with respect to the fixtures, furniture, furnishings, finishes and other personal property located within their respective Units, and liability insurance

with respect to occurrences in or about their respective Units, as more particularly set forth herein.

Fire Door System; Private Elevator Lobbies

The Full Floor Units, *i.e.* Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE (each, a "Full Floor Unit") will each contain a Private Elevator Lobby, labeled as such on the Floor Plans for each Full Floor Unit (each a "Private Elevator Lobby" or, collectively, the "Private Elevator Lobbies"). Each Private Elevator Lobby (a) is an "intervening public hall" pursuant to 2022 Building Code §1014 ("BC §1014"), (b) will be constitute a "public corridor" pursuant to 2022 Building Code §1018 ("BC §1018") serving as emergency exit egress into the stair hall for each respective Floor; and (c) shall be equipped with fire doors that will provide access to the public egress stairs from the Private Elevator Lobby ("Fire Doors"). The Fire Doors will be equipped with door closers and electric, fail-safe electric locks that interface with the fire alarm system for the Building ("Fire Alarm System"). Such Fire Doors will remain locked at all times to prevent access by any person, including the Unit Owners of each Full Floor Unit, and the public, except that the Fire Doors shall automatically unlock simultaneously from the stairwell side upon the activation of the Fire Alarm System or can be unlocked simultaneously from the central location. The Fire Doors are designed to serve as barriers to limit the spread of fire and restrict the movement of smoke. In the event of a fire or other alarm event, the electric, fail-safe locking mechanisms on the Fire Doors providing access from the stair halls to the Private Elevator Lobby(ies) will be released to permit access to the stair halls from the Private Elevator Lobbies (which will then be open for public egress until the situation is rectified). The Fire Doors will be Common Elements; however, the Private Elevator Lobby shall be a portion of each Full Floor Unit. Reference should be made to Section 18.1 of the Declaration for the rights of all Unit Owners to an easement into and through the Private Elevator Lobbies in the event of an activation of the Fire Alarm System and to Section 6.10 of the Condominium By-laws for the respective obligations of the Unit Owners who own the Full Floor Units and the Residential Board and/or the Condominium Board with respect to the maintenance of the Private Elevator Lobbies and the Fire Doors, respectively. The Private Elevator Lobbies and the Residential Unit Owners, who own the Full Floor Units, shall be subject to the following obligations, requirements, and restrictions in accordance with By-Laws and Applicable Law:

(i) The Residential Board shall be obligated to ensure that the Fire Doors are maintained in compliance with all applicable Building Code and Fire Code requirements. Accordingly, all maintenance and repair of the Fire Doors and the Fire Alarm System shall be performed by the Residential Board and/or the Condominium Board, as applicable, and the cost and expense thereof will be charged to all Residential Unit Owners, as a Residential Common Expense or to all Unit Owners, as a Common Expense, if applicable.

(ii) All maintenance and repair of the Private Elevator Lobbies shall be performed by the Residential Unit Owner who owns such respective Full Floor Unit, at their sole cost and expense, including the obligation to ensure that their respective Private Elevator Lobby remains in compliance with all applicable Building Code and Fire Code requirements, which may be in addition to all other code compliance obligations that may be relevant to ownership of a Residential Unit in the Condominium.

(iii) With respect to the Private Elevator Lobby, Sponsor, the Unit Owners, the Managing Agent, the Residential Board and/or the Condominium Board, if applicable, and all Permitted Users of the Residential Units shall have, in common with all of the others, an easement and easement in, through, and upon the Private Elevator Lobbies for emergency egress and to perform maintenance to, repairs to, and inspections of the Fire Doors. Please refer to Section 18.1 of the Declaration for the easement granted to the Unit Owners, residents and occupants of the Building for access to and through the Private Elevator Lobbies for emergency egress and to the Residential Board and/or the Condominium Board for the purpose of maintaining Common Elements located within the Residential Units, including the Private Elevator Lobbies. In addition, the Private Elevator Lobbies and the Fire Doors are subject to periodic inspections by local government authorities having jurisdiction.

(iv) Use of a Private Elevator Lobby must comply with all applicable building codes pertaining to "public corridors," including without limitation BC §1014 and New York City Fire Code (the "Fire Code"), Chapter 10 "Means of Egress". As required by Applicable Law and required by the Residential Rules and Regulations, passage through the relevant Fire Door to the stair hall located at either end of each Private Elevator Lobby shall not be restricted in any way. The Residential Unit Owner of each Full Floor Unit should refrain from placing any valuable items within a Private Elevator Lobby and is prohibited from positioning any furniture or other personal property in a manner that would obstruct access to or passage to and from the Fire Doors and stair halls.

(v) The Unit Owner of each Full Floor Unit is prohibited from modifying or tampering with the Fire Doors. Any and all repairs, replacements, and other modifications to the Fire Doors and the Fire Alarm System must be made by the Residential Board and/or the Condominium Board, if applicable, in compliance with Applicable Law. In the event of any failure by any Unit Owner or the Residential Board to comply with the provisions of the Declaration, By-Laws and/or Applicable Law with respect to the Private Elevator Lobbies and/or the Fire Doors, as applicable, such failure may result in a violation being posted against the Unit and/or the Building, which must be removed (which removal may involve, among other things, paying one or more fines) by (a) such Unit Owner at such Unit Owner's sole cost and expense, in the event such failure is by any Unit Owner, or (b) the Residential Board, in the event that such failure is by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense.

Rights of Access

As more fully set forth in the By-Laws, the Residential Board, the Condominium Board and any managing agent, manager, superintendent and other persons authorized by the Residential Board, the Condominium Board, will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by law or governmental regulation, provided that requests for entry (except in emergency situations) are made in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the

tenants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

In accordance with the provisions of the multiple residential laws, each Unit Owner must deliver a complete set of keys for his or her Unit to the Residential Board of the Condominium to facilitate any necessary entry. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted twice during any calendar year, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Self-Help

In the event that any Unit Owner fails to maintain or repair his or her Unit or any Limited Common Elements appurtenant to such Unit, if any, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit owner's expense.

Units Held by Non-Occupying Unit Owners

Section 339-kk of the New York Real Property Law provides that if a Non-Occupying Unit Owner rents any residential unit to a tenant and subsequently fails to make payments due for common charges, assessments or late fees for such Unit within 60 days of the expiration of any grace period after they are due, all rental payments from the tenant shall be directly payable to the Condominium. A "Non-Occupying Owner" shall mean a Unit Owner who does not use his or her residential unit for occupancy by themselves or a member of their immediate family.

If the common charges, assessments or late fees 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 Residential Board shall provide written notice to the rental tenant and the Non-Occupying Owner providing that, commencing immediately and until such time as all payments for maintenance, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium at the address listed on

the notice. Where a majority of the Residential Board has been elected by and from among the 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 maintenance, assessments and late fees from the Non-Occupying Owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and Non-Occupying Owner. Thereafter, all rental payments for such unit shall be made payable to the Non-Occupying Owner or to a designated agent. A Non-Occupying Owner who disputes the Condominium's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Residential Board, which must be held within 30 days.

SUMMARY OF BY-LAWS

Condominium Board

The affairs of the Condominium shall be governed by the Condominium Board, which shall initially consist of three (3) members designated by Sponsor. The persons to be designated by Sponsor Chaim Nortman, Rony Nortman and Frank Ortiz. Within 30 days of the first anniversary of the First Unit Closing, the Condominium Board will call for the first annual meeting of Unit Owners. At such meeting, the incumbent Condominium Board shall resign and, subject to Sponsor's right to designate members of the Condominium Board, the Unit Owners shall elect a new Residential Board consisting of three (3) members and a Condominium Board consisting of three (3) members, two (2) of whom shall be elected by the Residential Unit Owners with one (1) member being appointed by the Commercial Unit Owners. Thereafter, at each annual meeting, members of the Residential Board and the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Powers and Duties of and Determinations by the Residential Board and the Condominium Board

The Residential Board shall have the powers and duties necessary to maintain the General Common Elements and the Garage or incidental to the administration of the affairs of the Residential Section and the Garage. Generally, all determinations with respect to the administration of the affairs of the Residential Section and the Garage shall be made by the Residential Board.

The Condominium Board shall have the powers and duties necessary to maintain the General Common Elements or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

The Condominium Board shall be constituted at the First Meeting of Unit Owners held pursuant to Section 3.1.

All determinations which affect: (a) only the Residential Units, the Parking Units, the Garage and the Limited Common Elements appurtenant to either the Residential Units and/or the Parking Units and do not adversely affect one or more of the Commercial Units and/or the Limited Common Elements appurtenant thereto or the use of the Commercial Unit for the permitted purposes thereof, shall be made exclusively by the Residential Board or the Residential Board member(s), if applicable; and (b) only the Commercial Units and do not adversely affect the Residential Units and/or the Limited Common Elements appurtenant thereto or the use of the Residential Units for the permitted purposes thereof, shall be made exclusively by the Board member appointed by the Commercial Unit Owners or the Commercial Board, if the Commercial Unit Owners have constituted the same. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Units and/or the Parking Units and materially and adversely affects one or more of the Commercial Units, or (ii) relate

to the Commercial Units and materially and adversely affects the Residential Units and/or the Parking Units or the Residential Common Elements and/or the Garage, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

As set forth in the By-Laws, all determinations required to be made by the either the Residential Board or the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Notwithstanding anything to the contrary contained herein, so long as Sponsor shall continue to own units with an aggregate common interest of more than 25 percent of the Common Elements, but in no event later than five (5) years from the First Closing, the Condominium Board may not without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration, or improvement to the Common Elements or to any Unit unless the same are required to comply with Applicable Law; (b) assess any Common Charges for the creation or replacement of, or addition to, all or part of a reserve, contingency, or surplus fund; (c) increase or decrease the number or change the kind of employees from that described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise provide services in excess of those set forth in the First Year's Budget, except as is required to reflect normal annual increases in operating services; or (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such action is necessary (and no alternatives are available) to enable the Condominium Board to: (i) comply with Applicable Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer.

Meetings and Votes of Unit Owners

Annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Residential Unit Owners and the Parking Unit Owners shall elect the three (3) members of the Residential Board, subject to any rights of Sponsor to designate members of the Residential Board. The Residential Board shall appoint two (2) members of the Condominium Board and the Commercial Unit Owners, or if a Commercial Board has then been constituted, shall appoint one (1) member of the Condominium Board. In the event that the Residential Board cannot agree upon the two individuals to be appointed to the Condominium Board, the two (2) members who were in receipt of the most votes at the meeting shall be appointed to serve on the Condominium Board. In addition to the elections, there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners or Residential Unit Owners and Parking Unit Owners of record, as applicable. The notice, which will be given not less than ten (10) or more than 30 days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than 40 percent of the Common Interests attributable to all Units shall constitute

a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or a successor owner of the Unsold Units) shall be entitled to cast one vote for each 0.0001 percent interest in the Common Elements attributable to his or her Unit or Units.

Officers

The principal officers of the Condominium shall be a President, a Vice President and a Secretary-Treasurer, all of whom shall be elected by the Condominium Board. The Residential Board and the Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board members until the first organizational meeting of the Condominium Board following the first annual meeting. Thereafter, the President, a Vice President and a Secretary-Treasurer must be members of the Condominium Board. No officer shall receive any compensation for acting as an officer of the Condominium. The By-Laws provide that all instruments of the Condominium are to be executed by any two (2) officers thereof or by such other person or persons as may be designated by the Condominium Board. However, any significant expenditure by the Condominium Board in excess of $10,000 must be countersigned by two (2) members of the Condominium Board. If, for any reason whatsoever, one member refuses to countersign such an expenditure which has been authorized, the Condominium Board shall designate and authorize another Board member to countersign the expenditure.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Building is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of his or her share of such funds such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

If 75 percent or more of the Building is destroyed or substantially damaged and if 75 percent or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lien or, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has

first has been paid out of his or her share of such funds such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $100,000 or less. In the event that such proceeds are in excess of $100,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings, improvements or other personal property not constituting a part of such Unit), together with all service machinery contained therein and covering the interests of the Condominium, and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); (b) rent insurance in an amount equal to Common Charges for one (1) year; (c) worker's compensation and New York State disability benefits insurance; (d) plate glass insurance to the extent, if any, determined by the Condominium Board; (e) water damage insurance to the extent, if any, determined by the Condominium Board; (f) elevator liability and collision insurance; (g) directors and officers liability coverage; and (h) such other insurance as the Condominium Board may determine.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting of the Unit Owners shall be in an amount no less than the coverage set forth in the First Year's Budget in Schedule B hereof.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subordination and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) *pro rata* reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be

delivered to all Unit Owners and Permitted Mortgagees at least ten (10) days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her own Unit or within the Common Elements, if any, exclusive to his or her Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as Condominium Board determines. The premiums for all insurance referred to above shall be a Common Expense.

Unit Owners may carry other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by any such additional insurance carried by any Unit Owner.

Liability of the Condominium Board and Unit Owners

Every contract made by the Condominium Board or by any managing agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and the Condominium Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners. To the extent permitted by Law, the Condominium Board members shall have no liability to Unit Owners except that a Condominium Board member shall be liable for his or her own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any Condominium Board member, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners within four months after the end of each fiscal year.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, and Unsold Units, and provided that required consents of the Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3 percent in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations (other than those required by law) shall be effective (a) against Sponsor or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) against the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Action for Partition of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least 100 percent in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from the Mortgage Representatives, if any.

In the event of withdrawal, the Property 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 his or her Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium Board on behalf of the Unit Owners may be made from the funds deposited in the capital and/or operating accounts of the

Condominium Board. If the funds in such account is insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner in proportion to his or her respective Common Interest, as a Common Charge and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements. In the event that any such Unit is leased or sold, the proceeds of such sale will be used to replenish the reserves of the Condominium.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reductions of the assessed valuations used to determine the real estate taxes payable with respect to the Units.

Borrowing by the Condominium Board

Section 339-jj of the Real Property Law authorizes the Condominium Board to incur debt provided that such debt (a) is incurred no earlier than the fifth anniversary of the First Closing and (b) is approved by Unit Owners owning Units appurtenant to a majority of the Common Elements. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of the majority of the Unit Owners.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of a Unit as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Greenspoon Marder LLP, counsel to Sponsor, a copy of which is set forth herein.

GREENSPOON MARDER LLP IS COUNSEL TO SPONSOR AND NOT TO THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX ADVISOR AS TO THE TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THE PLAN.

Income Tax Deductions to Residential Unit Owners

Each Residential Unit Owner will own his or her Residential Unit and its Parking Unit, if applicable, together with the interest in the Common Elements appurtenant to such Unit(s) in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner will own his or her Unit in fee simple, a Unit Owner may mortgage such Unit and become individually liable for the payment of the principal, interest and any finance charges payable with respect to such mortgage indebtedness.

A Unit Owner who uses his or her Residential Unit as a personal residence will, under present law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Counsel's Income Tax Opinion Letter. On July 4, 2025, the One Big Beautiful Bill of 2025 (the "2025 OBBBA") went into effect, which modified the tax laws that were previously effected pursuant to the Tax Cuts and Jobs Act of 2017, including the deductions related to home ownership. The OBBBA raises the maximum deduction for state and local taxes to $40,000 for single and joint filers—but with several caveats: the full deduction phases out for filers with modified adjusted gross income above $500,000 ($250,000 in the case of a married individual filing separately) and reverts to $10,000 for incomes of $600,000 and above. While the deduction and the phase-out levels will increase by 1% each year beginning in 2026, these changes are in effect through 2029, after which date, *i.e*. in 2030, the maximum deduction for state and local taxes reverts to $10,000. For married couples who file separately, the deduction increases to $20,000 and returns to its previous level of $5,000 in 2030. Purchasers are advised to consult with their own tax advisors regarding the impact the OBBBA will have on the deductions available to them with respect to the ownership of a Residential Unit. Sponsor is not making any representations whatsoever as to the income tax deductions that may be available to any individual Purchaser. ***In determining whether any income tax deductions are available with respect to the purchase of a Residential Unit, prospective Purchasers of Residential Units should first consult with their personal tax advisors to determine the deductibility of interest and state and local taxes in their individual circumstances.***

Subject to certain exceptions and limitations that are more particularly discussed in the Income Tax Counsel's opinion letter, it is the opinion of Income Tax Counsel that a Residential Unit Owner who uses his or her Unit exclusively as a personal residence and itemizes his or her deductions will, under current U.S. federal, New York State and New York City income tax law, be entitled to a deduction for mortgage interest and state and local real property taxes in the year paid in the case of cash basis taxpayers or accrued in the case of taxpayers who report on an accrual basis. Purchasers should note that interest paid on a mortgage secured by a personal residence generally is deductible only with respect to indebtedness that is incurred in acquiring or substantially improving a principal or secondary personal residence, and only up to an aggregate indebtedness of $750,000 (or $375,000 in the case of a married individual filing a separate return). Interest on mortgage indebtedness that does not satisfy these requirements, such as home equity indebtedness, or is in excess of these limitations, is not deductible. In addition, special limitations also apply to the deductibility of points and other prepaid interest, if any, on mortgage loans and to the overall allowance of itemized deductions. For a taxable years beginning in calendar years 2025 or 2026, or beginning after calendar year 2026 and before 2030, the aggregate deduction for state and local real property taxes, state and local personal property taxes, state, local, and foreign income, war profits, and excess profits taxes, and general sales taxes (if elected) for any such taxable year will be limited to $40,000 ($20,000 in the case of a married individual filing a separate return) subject to certain adjustments, but may be reduced if the taxpayer's modified adjusted gross income is over $500,000 (subject to certain adjustments)[2] for any taxable year beginning before January 1, 2030. For taxable years beginning after calendar year 2029, the deduction will be limited to $10,000 in all cases. In addition, for taxable years beginning after December 31, 2025, an overall limitation on itemized deductions may apply to high income taxpayers who are in the 37 percent income tax bracket.

With respect to a Residential Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Residential Unit Owner and a deduction for mortgage interest is allowed to the same extent described above.

Subject to certain limitations for high income taxpayers, the amount of mortgage interest and real property taxes described above, that are deductible for U.S. federal income tax purposes should also be allowable as deductions for New York state and New York city income tax purposes to a resident individuals all as more particularly discussed in the Income Tax Counsel's opinion letter.

Tax Status of the Condominium

Pursuant to Section 528 of the Internal Revenue Code, in certain instances, condominiums may be eligible to be treated as a "homeowners association" within the meaning of the Internal Revenue Code exempt from taxation on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income in connection with the provision of laundry facilities, interest earned on any bank accounts, and possibly income from assessments from Commercial Unit Owners (in each case, less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition,

construction, management, maintenance and care of association property, (2) at least 60 percent of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90 percent or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings may inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least 85 percent of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. The qualification of an organization under the provisions of Section 528 is to be determined annually at the end of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years. Assuming that the foregoing criteria are met, the Condominium Board may elect to have the Condominium treated as a condominium management association under Section 528. However, even if the Condominium Board were eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessment or other such payment from Unit Owners, thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

In no event will Sponsor, Sponsor's counsel, the Condominium Board, or any other person be liable if the Condominium ceases to meet the requirements of the Internal Revenue Code of 1986, as amended, or the New York State tax law, as amended, if there are changes in the facts on which counsel relied in issuing its opinion, or if there are changes in the applicable statutes or regulations.

If the Condominium meets the requirements for qualification as a "homeowners association" under §528 of the Internal Revenue Code, which requirements are discussed in the Income Tax Counsel's opinion letter, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income from assessments from Non-Residential Unit Owner(s) and interest earned on any reserve funds (less expenses directly connected with the production of such income).

It anticipated that the Condominium will qualify under Section 528 as a homeowner's association. If the Condominium does not qualify as a homeowner's association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Income Tax Counsel's opinion letter, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the non-membership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. Schedule B, First Years Budget for Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not budget any amounts for taxes for non-membership or membership.

The qualification of an organization as a homeowner's association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Income Tax Counsel bases its opinion, will not change. In no event will Sponsor, its principals, Income Tax Counsel, Selling Agent, Managing Agent, or any other Person connected with this offering be liable if at any time it is held that the Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

Please refer to the Income Tax Counsel's opinion letter set forth herein for more information about income tax deductions and other information relating to income taxes. This section deals only with the specific tax matters discussed herein, which do not necessarily comprise all tax matters that may be significant to purchasers of Units. No representation is made with respect to any federal, New York State, or New York City tax consequences other than as expressly discussed herein or as to the tax deductions available to Residential Unit Owners.

Each Unit Owner's proportionate share of the income received by the Condominium Board or the Residential Board, as the case may be, including, but not limited to, income, if any, from the sale or leasing of Units owned by the Condominium Board or the Residential Board, or their respective designees on behalf of all Unit Owners (or from similar sources), if any, will either be included by the Unit Owner as taxable income for Federal and New York State income tax purposes, or taxed on the Condominium itself if the Condominium is required to pay taxes, the amount thereof will be levied as additional Common Charges. In such event this additional Common Charges may also be subject to tax.

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Counsel's Income Tax Opinion Letter

January 26, 2026

200 West 88th Street Condominium
c/o Century Management Services, Inc.
1430 Broadway, Suite 505,
New York, NY 10018

Re: 200 West 88th Street Condominium
200 West 88th Street
New York, New York 10024

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 who purchase "Residential Units" and "Parking Units" (defined below) pursuant to the Plan (each such individual, as related to such Residential Unit, a "Residential Unit Owner" and collectively, "Residential Unit Owners"), and (ii) the proper treatment by the Condominium Board of the Common Charges (defined below) paid or borne by all Unit Owners (as defined below) for such income tax purposes. This opinion does not address in any respect any tax implications with regard to ownership of the Commercial Units (as defined below), including whether any tax deductions are available to the owner(s) of the Commercial Units. Except where otherwise indicated herein, the capitalized terms in this opinion have the same meanings as in the Plan.

All capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Plan.

The "200 West 88th Street Condominium" (the "Condominium") will be organized pursuant to Article 9B of the Real Property Law of the State of New York for the purpose of providing for the management, maintenance and care of the mixed-use building (the "Building") located at 200 West 88th Street, New York, New York (the "Property"). We are advised that the Building will contain (A) 37 units that will be designated as residences on the certificate of occupancy for the Building (each a "Residential Unit" and, collectively, the "Residential Units"); (B) thirteen (13) parking units to be used solely for accessory residential parking for the Residential Units (each a "Parking Unit" and, collectively, the "Parking Units"), which Parking Units may be owned only by those persons who own Residential Units; (C) 36 storage spaces and 26 bicycle spaces to be located in storage rooms located in the basement of the Building (the "Storage Spaces" and the "Bicycle Spaces", respectively); and (D) three (3) commercial units to be designated for

retail or commercial use on the certificate of occupancy for the Building (each a "Commercial Unit" and, collectively, the "Commercial Units"). The Storage Spaces and the Bicycle Spaces may be licensed only to the Residential Unit Owners and may be used solely for storage and for the bicycle storage accessory to residential occupancy. The Residential Unit Owners, the Parking Unit Owners together with the owner(s) of the Commercial Units are referred to, collectively, as the "Unit Owners." The By-Laws of the Condominium provide that, in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes pursuant to the provisions of the General Association Law of the State of New York.

We understand that pursuant to the Plan, each Unit Owner will hold title to his Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Unit and its interest in the Common Elements will be taxed as a separate parcel for real property tax purposes. Each Unit Owner may place a separate mortgage on his Unit and, by doing so, incur direct liability for the repayment of such debt and the interest payable incurred in connection therewith.

This opinion addresses certain of the U.S. federal, New York State and New York City income tax consequences that would result from the ownership of a Unit by an individual who is a resident of New York City for tax purposes, who purchased such Unit on or after the date hereof, and who uses the Unit as a qualified residence. It does not address, among other things, the tax consequences of ownership of a unit other than a Unit owned by an individual for use as a residence or a Unit owned by corporations, other entities or foreign persons, or individuals who are not residents of New York City, or, except as specifically discussed, by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income.

In connection with the preparation of this letter, we have reviewed the Plan, relevant sections of the Internal Revenue Code, as amended by the Tax Cuts and Jobs Act adopted on December 22, 2017, which amends the 1986 Internal Revenue Code (the "2017 Tax Act"), and the One Big Beautiful Bill Act of 2025 adopted on July 4, 2025 (the "OBBBA") and together, as amended, the "Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder, provided however, the Internal Revenue Services has not yet promulgated regulations subsequent to the passage of the OBBBA and such other materials as we deemed relevant. We have assumed that the first closing of a Residential Unit pursuant to the Plan will occur on or about July 1, 2027 and that the Plan will not be amended in any material respect that is relevant to opinions expressed herein.

Based on the foregoing, and subject to the limitations expressed herein, in our opinion, a Residential Unit Owner who is a natural person and itemizes his or her deductions will be entitled to a deduction in computing his or her taxable income for Federal Income tax purposes for *bona fide* mortgage interest accrued or paid by such Residential Unit Owner, who is liable for such interest, with respect to his or her Residential Unit in the year paid or accrued, as appliable,

provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Residential Unit, (b) the indebtedness is secured by such Residential Unit and such Parking Unit, if applicable, owned by such Residential Unit Owner, (c) the indebtedness *does not exceed* $750,000 ($375,000 for married couples filing separately) when aggregated with indebtedness from a second "qualified residence," and (d) the Residential Unit, inclusive of a Parking Unit, if applicable, is a "qualified residence." However, pursuant to OBBBA, no deduction is available for interest paid on indebtedness incurred as a "home equity" loan. Furthermore, Section 461(g) of the Code provides that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than, in certain instances, loan origination fees, commonly referred to as "origination fees" or "points" paid). For taxable years beginning after December 31, 2025, an overall limitation on itemized deductions may apply to taxpayers who are in the 37 percent income tax bracket.[1]

A Residential Unit will be a "qualified residence" if it is either (i) the Residential Unit Owner's "principal residence", as defined for purposes of exclusion of gain on sale under Code Section 121, or (ii) a residence as defined by Code Section 280A(d)(1) that the Residential Unit Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return is limited to two (2) qualified residences. In the case of a married couple filing separate returns, each taxpayer may take a deduction for mortgage interest paid with respect to a single "qualified residence", unless by written agreement both parties consent to one of them taking the deduction for both residences.

It is also our opinion that each Residential Unit Owner who is a natural person and itemizes his or her deductions and whose Residential Unit, inclusive of a Parking Unit, if applicable, is used by such Unit Owner as a "qualified residence," as described above, will generally be entitled to the same deduction for the mortgage interest and real property taxes paid or accrued with respect to his or her Residential Unit, and Parking Unit, if applicable, for New York State and New York City income tax purposes as is allowed for Federal income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as mortgage interest and real property tax deductions, are subject to reduction by as much as 100% in the case of individuals having income exceeding certain prescribed levels.

Furthermore, the amount of a Residential Unit Owner's tax benefit from deductions for interest and real property taxes payable in connection with the ownership of a Residential Unit may be reduced if the Residential Unit Owner is subject to the Federal alternative minimum tax pursuant to Section 55 of the Code. In addition, state and local taxes, including real property taxes, are not deductible for purposes of calculating an individual's Federal alternative minimum taxable income.

[1] Itemized deductions claimed by taxpayers who are in the 37 percent income tax bracket are reduced by 2/37 of the lessor of (1) taxpayer's itemized deductions or (2) taxpayer's taxable income that exceeds the threshold for the 37% tax bracket.

The use of the Residential Units, other than as residences, is subject to the provisions of the Declaration, applicable zoning laws and the regulations promulgated thereunder. Other rules are applicable to a Residential Unit Owner if the Residential Unit Owner is not a natural person, or if the Residential Unit (or a portion thereof) is used in a trade or business or is to be held for rental. This opinion does not address the tax consequences to a Residential Unit Owner who is not an individual resident of New York City for income tax purposes who is purchasing a Residential Unit and a Parking Unit, if applicable, for any purpose other than solely as a residence including limited liability companies, corporations and other entities, and foreign individuals or foreign entities.

It is also our opinion under present law that real property taxes assessed against a Unit Owner's Residential Unit which are paid or accrued by such owner will be deductible for U.S. federal income tax purposes in the appropriate year according to his or her method of accounting, provided that he or she itemizes his or her deductions. Pursuant to changes in the Code pursuant to the OBBBA, for a taxable year beginning in calendar years 2025 or 2026, or beginning after calendar year 2026 and before 2030, the aggregate deduction for (i) state and local real property taxes, (ii) state and local personal property taxes, (iii) state, local, and foreign income, war profits, and excess profits taxes, and (iv) general sales taxes (if elected) for any such taxable year will be limited to $40,000 ($20,000 for a married individual filing a separate return) subject to certain adjustments,[2] but may be reduced if the taxpayer's modified adjusted gross income is over $500,000 ($250,000 for a married individual filing a separate return), subject to certain adjustments[3] for any taxable year beginning before January 1, 2030. For taxable years beginning after calendar year 2029, the deduction will be limited to $10,000 ($5,000 for a married individual filing a separate return). In addition, for taxable years beginning after December 31, 2025, an overall limitation on itemized deductions may apply to taxpayers who are in the 37 percent income tax bracket.

Since the rules and limitations regarding the deductibility of home mortgage interest and real property taxes are complex, purchasers are advised to consult their own tax advisors regarding the applicability of the rules and limitations to their own individual circumstances. In any case, Residential Unit Owners should consult their own tax advisors regarding the relevant provisions of the OBBBA and any New York State and New York City income tax limitations on the allowance of itemized deductions on share their individual tax returns.

We note that, with respect to a Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Unit Owner and a deduction for mortgage interest is allowed to the same extent as described above.

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[2] The deduction limit in the case of any taxable year beginning in calendar year 2025 is $40,000, in the case of any taxable year beginning in calendar year 2026 is $40,400, increasing by 1.0% per each calendar year through 2029.

[3] The threshold amount in the case of any taxable year beginning in calendar year 2025 is $500,000, in the case of any taxable year beginning in calendar year 2026 is $505,000, increasing by 1.0% per each calendar year through 2029.

Subject to certain limitations for high income taxpayers, the amount of mortgage interest and real property taxes described above that are deductible for U.S. federal income tax purposes should also be allowable as deductions for New York State and New York City income tax purposes to a resident individual.

We have reviewed various documents included as exhibits in the Plan relating to the organization of the Condominium Board of 200 West 88th Street Condominium (the "Association"), including the Declaration of Condominium and By-Laws of the Condominium (which are the instruments which will create the Association).

Our opinion has been requested as to whether the Association will be eligible to qualify as a tax-exempt organization for U.S. federal income tax purposes. In order for the Association to qualify as an exempt organization for U.S. federal income tax purposes under Code Section 528, it must meet the following six conditions:

1. The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property.

2. Sixty percent (60%) or more of the Association's gross income for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of residential units.

3. Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be expenditures for the acquisition, construction, management, maintenance, and care of the Association's property.

4. No part of the net earnings of the Association may inure to the benefit of any private shareholder or individual, other than by acquiring, constructing, or providing management, maintenance, and care of the Association's property and other than by a rebate of excess membership dues, fees, or assessments.

5. The Association must qualify as a "condominium management association," which is an organization meeting the requirements of condition (1), above, with respect to a condominium project substantially all the units of which are used by individuals for residences.

6. The Association must properly elect to have Code Section 528 apply for the taxable year.

"Substantially all the units" of a condominium management association will be considered as used by individuals for residences if at least eighty-five percent (85%) of the total square footage of all Units within the project is used by individuals for residential purposes. If a completed unit constructed for use as a residence has not yet been occupied, it will nonetheless be considered as used for residential purposes. Units that are used for purposes auxiliary to residential use are

considered as used for residential purposes. These auxiliary purposes include laundry areas, storage rooms, parking units, shared amenity spaces that are restricted to use by the Unit Owners and their guests and areas used by maintenance personnel.

A special limitation is established for transient use. No building or Unit will be considered as being used for residential purposes if, for more than on- half the days in the Association's taxable year, such Unit or building is occupied by a person or series of persons each of whom occupies the Unit or building for less than thirty (30) days.

You have advised us that more than 85% of the total square footage of the Units will be used by individuals for residential purposes and that no person may rent his or her Residential Unit for a period of less than thirty (30) days. Accordingly, based upon such representations, the use of the Building should comply "substantially all" test.

Our review of the documents referred to above indicates that the Association meets all the organizational tests described above for qualification for exemption. Assuming the Plan is consummated in accordance with its provisions and that the Association, in its actual operation, meets the other tests set forth above, it is our opinion that the Association will be eligible to elect, on an annual basis, tax-exempt status under Code Section 528. If such exempt status is properly elected, it is our opinion that the Association will not be subject to U.S. federal income tax for the taxable years in which such election is in effect, except as noted in the following paragraph.

An effective election will exempt from U.S. federal income taxation all amounts received by the Association as exempt function income. This consists of amounts received as membership dues, fees, or assessments from owners of Units. However, the Association will be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association, amounts received for work done on privately owned property which is not Association property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

If the Association fails to qualify as a "homeowners association," or if it does but chooses not to make the necessary election, the present state of the law is uncertain as to the tax treatment of any income of the Association in excess of appropriate deductions and credits. Tax authorities may take the position that the Association is a separate taxable entity and that some or all of its income (including the non-membership, and possibly membership, income described above less expenses related to such income) is subject to U.S. federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners. The tax treatment of the Association may be affected by certain United States

Treasury Department regulations relating to entity classification.[4]

This opinion deals only with the specific tax matters discussed above, which do not necessarily comprise all tax matters that may be significant to purchasers of Units. We express no views as to any U.S. federal, New York State or New York City tax consequences other than as explicitly discussed in this opinion or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction. Accordingly, it is recommended that each prospective purchaser of a Unit consult with his or her own tax advisor concerning the U.S. federal, New York State, and New York City tax consequences of the purchase and ownership of a Unit.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will Sponsor, counsel to Sponsor, the Association, or any other person be liable if, by reason of future changes in fact or applicable law, regulations, decisional law, or Internal Revenue Service rulings. the tax consequences described previously should change.

ALL UNIT OWNERS, POTENTIAL UNIT OWNERS, THE ASSOCIATION AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, THE ASSOCIATION AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Very truly yours,

GREENSPOON MARDER LLP

[4] To remove doubt in the area, the Association may be able to elect to be treated as a corporation for U.S. federal income tax purposes if it files Form 8832 with the IRS within 75 days of its formation.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subject to, any lien arising from the non-payment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration of Condominium is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay to the Condominium Board such Unit Owner's *pro rata* share (in the proportion that the Common Interest of such Unit Owner's Unit bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property as Common Charges.

The projected real estate taxes set forth in this Plan have been based upon estimates made by D'Agostino, Lederman, Landesman, Rivera & Miraglia, LLP ("DL Partners"), whose opinion appears in Part 1 of this Plan. The estimated real estate taxes that will be payable for each of the Units during the projected First Year of Condominium Operation assumes that the Building will *not* be fully complete on the tax status date for the 2027/2028 tax year, *i.e*. January 5, 2027. For the First Year of Condominium Operation, which corresponds with the 2027/2028 tax year, the projected Assessed Value for the Residential, Parking and Commercial Units, in the aggregate, will be approximately $20,282,500. The projected Assessed Value for the Residential Units and the Parking Units being approximately $19,544,610 and $193,151, respectively, and the projected real estate taxes being approximately $2,431,159 for the Residential Units, in the aggregate, assuming a tax rate of 12.439%, and $20,953 for the Parking Units, in the aggregate, assuming a tax rate of 10.848%.

For the following fiscal year, 2028/2029, assuming that the Building is assessed as fully complete, the projected assessed value for the Building, which will include the Residential, Parking and Commercial Units will be approximately $23,451,710. The projected Assessed Value for the Residential Units and the Parking Units being approximately $22,598,490 and $223,331, respectively, and the projected real estate taxes being approximately $2,811,026 for the Residential Units, in the aggregate, assuming a tax rate of 12.439% and $24,227 for the Parking Units, in the aggregate, assuming a tax rate of 10.848%.

Sponsor does not warrant the tax rates that will be in effect for the 2027/2028, 2028/2029 or subsequent fiscal years. No representation is made or warranty given as to whether there will be (i) a further increase in the assessed valuation of the Property during the five (5) year phase-in period, (ii) an increase in the tax rate, or (iii) a change in the method of determining the assessed fiscal year valuation. Sponsor anticipates, based upon the advice of its Real Estate Tax Counsel, that the Building will be assessed in its entirety; then overall assessment will then be apportioned among the Residential Units and the Parking Units. The estimates of real estate taxes set forth in this Plan for each Residential Unit and Parking Unit were calculated on the assumption that the real estate taxes for each Unit for the First Year of Condominium Operation were allocated in proportion to each Unit's percentage interest in the Common Elements in conformance with the revised procedures of the New York City Department of Finance in effect since November 28, 2005 which provide for the "locking-in" of the common interest percentages extracted from the condominium declaration filed with the Department of Finance, Tax Map Unit. However, Sponsor does not warrant that such policy will always remain in effect because pursuant to the governing statute, the tax authorities are permitted to allocate the Assessed Valuation among the Residential Units and the Parking Units in proportion to the

purchase price of each Residential Unit and relative to the purchase prices of all Residential Units or Parking Units, as applicable, rather than its percentage interest in the Common Elements, and, if so, Residential Units and Parking Units having the same percentage interest may pay different real estate taxes. Since the Storage Spaces and the Bicycle Spaces are to be held pursuant to License Agreements and the same are not to be assigned tax lots; accordingly, no real estate taxes will be payable by the Licensees with respect to such spaces.

No guaranty or assurance is given that (i) any of the assumptions described above will be valid, (ii) any projected or estimated amount set forth above (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 and the projection of the real estate tax rate that will be in effect during such first year) will approximate the actual amount, (iii) the estimated or actual amount of assessed value of the Property following the projected First Year of Condominium Operation and the taxes payable based upon such assessment (which may be significantly higher to the extent that a portion of the Property is not fully assessed during such First Year) or (iv) the Department of Finance will allocate the Property's aggregate assessed valuation among the Units or classifications of Units in accordance with the values used by Sponsor's real estate tax consultant for such purpose, or that the Department of Finance will allocate the aggregate Assessed Valuation attributable to the Units among the different Units as described above. Sponsor will amend the Plan promptly to disclose the same if it is advised that any of such assumptions are invalid as well as after the Units have been assessed and the applicable tax rate determined.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE METHOD OF ALLOCATION, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL BE AS SET FORTH ABOVE.

Until the Units are separately assessed, each Unit Owner will pay to the Condominium Board its share of the Property's real estate taxes for the period in question based upon its interest in the Common Elements as permitted by Section 6.1 of the By-Laws. The share allocated to the Residential Units, the Parking Units and the Commercial Units will then be apportioned to each individual Residential Unit, Parking Unit and Commercial Unit, respectively. The Condominium Board will pay such real estate taxes timely to the Department of Finance of the City of New York or directly to Sponsor, if Sponsor has previously paid such taxes, so that no lien will be placed on the Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their *pro rata* share of Real Estate Taxes as set forth above, the Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share of the real estate taxes is Common Charges. Once the real estate taxes have been allocated to the individual Units, a Unit Owner will not be responsible for the payment of and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate bills are issued; the Unit Owner will pay such taxes directly to the taxing authority.

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

Owners of real property in New York City, including condominiums are permitted to file proceedings to challenge the "Assessed Valuation" assigned to their property by the New York City Department of Finance (any such proceeding, a "Tax Certiorari Proceeding"). As of the date hereof, Sponsor has not filed a tax certiorari proceeding with respect to the Property but reserves the right to do so prior to the First Unit Closing. Subsequent to the First Unit Closing, as authorized by Section 2.2.20 of the By-Laws, the Condominium Board will file tax certiorari proceedings on behalf of the Condominium, provided however, the Commercial Unit Owners has reserved the right to file a tax certiorari proceedings with respect to the Commercial Units. The Unit Owner Power of Attorney to be delivered by each Unit Owner at their Closing authorizes the Condominium Board to act in their behalf with respect to the commencement of Tax Certiorari Proceedings.

DLPARTNERS

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

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January 27, 2026

Amsterdam 88 LLC
1239 Broadway
Suite 1100B
New York NY 10001

RE: 200 West 88 Street
Block 1235, Currently Lot 36
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate assessments and taxes upon the completion of construction and creation of a condominium. You have requested our opinion concerning the real property tax assessment and real estate taxes to be levied upon the captioned premises for the 2027/2028 and 2028/2029 tax years. You have advised us that the project will consist of the construction of a building containing 1 commercial ground floor unit, 37 residential units, 13 parking spaces and 36 storage units. You have advised us that the residential and parking units will be conveyed by deed. The storage units will be conveyed with a license agreement. You have advised us construction has commenced, and you expect construction to be complete by August 2027. You requested an opinion as to the real estate taxes for the budget year of July 1, 2027, through June 30, 2028 and the first post completion year of July 1, 2028 through June 30, 2029.

In order to prepare this letter and the opinion set forth herein, we have been supplied with certain information upon which we have relied. This information includes square footage analysis of the property and approximate rents as if the property was a rental. You have also supplied us with your proposed Schedule A. We have examined comparable properties within the borough of Manhattan. With the exception of information that is on publicly accessible web sites maintained by agencies of the City of New York, the factual information contained in this letter is based entirely on information provided to us by you or your agents and we have made no

independent investigation of such information. This opinion letter and projection of future real estate tax assessments and taxes is provided solely as an estimate of such assessments and taxes and we accept no liability in the event the opinions expressed herein are not accurate. The projection of real estate taxes for years into the future is highly speculative and subject to change.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of economic value.

2. The estimate of the cost of the construction.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding 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 that July 1. The tentative assessment roll containing the tentative 2026/2027 assessed values was published on January 16, 2026. The tentative 2026/2027 assessment roll showed the following value as of the tax status date of January 5, 2026:

Block	Lot	Actual Assessed Value	Tax Class
1235	36	5,534,100	2

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore, the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by the Sponsor, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium unit. The residential condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate. The parking and commercial units will be designated as tax class 4 units and will pay on the tax class 4 rate. The tax class 2 residential tax rate has been set at $12.439 for each $100 of assessed valuation and the tax class 4 tax rate has been set at $10.848 for each $100 of assessed valuation for 2025/2026 tax year. The tax rates for future years are not yet determined and therefore we are using the current tax rates for our estimates.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five year period in equal installments. The five year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation.

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

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

We caution you that it is likely that there may not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of

the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein.

Predicated upon the foregoing, assuming that the Building is assessed as not fully complete, it is our estimate that the total taxable assessed value for the residential, parking, and commercial units, combined, for the 2027/2028 tax year will be $20,282,560. Thereafter, we estimate that the total taxable assessed value for the residential, parking, and commercial units, combined, for the post-completion tax year of 2028/2029 will be $23,451,710.

Therefore, assuming the tax rates remain at the same level as currently set, we make the following estimates of the real estate taxes prior to any abatements or exemptions for the 2027/2028 and 2028/2029 tax years:

Residential Units

July 1, 2027 through June 30, 2028 (12 months of the 2027/2028 Tax Year)

Assessed Value	Tax Rate	Tax
$19,544,610	12.439%	$2,431,158

Residential Parking

July 1, 2027 through June 30, 2028 (12 months of the 2027/2028 Tax Year)

Assessed Value	Tax Rate	Tax
$193,151	10.848%	$20,953

Commercial Unit

July 1, 2027 through June 30, 2028 (12 months of the 2027/2028 Tax Year)

Assessed Value	Tax Rate	Tax
$544,769	10.848%	$59,097

Estimated Residential Initial Budget Year Tax	$2,431,158
Estimated Parking Unit Initial Budget Year Tax	$20,953
Estimated Commercial Unit Initial Budget Year Tax	$59,097
Estimate Total Initial Budget Year Tax	$2,511,207

Residential Units

July 1, 2028 through June 30, 2029 (12 months of the 2028/2029 Tax Year)

Assessed Value	Tax Rate	Tax
$22,598,490	12.439%	$2,811,026

Residential Parking

July 1, 2028 through June 30, 2029 (12 months of the 2028/2029 Tax Year)

Assessed Value	Tax Rate	Tax
$223,331	10.848%	$24,227

Commercial Unit

July 1, 2028 through June 30, 2029 (12 months of the 2028/2029 Tax Year)

Assessed Value	Tax Rate	Tax
$629,889	10.848%	$68,330

Estimated Residential Post Completion Tax Year	$2,811,026
Estimated Parking Unit Post Completion Tax Year	$24,227
Estimated Commercial Unit Post Completion Tax Year	$68,330
Estimate Total Post Completion Tax Year	$2,903,583

Based upon our previous experience with such proceedings and with information you or your agents have furnished to us, we have issued the within letter which the specific understanding our opinion is not a guarantee of the amount of future real estate taxes. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate.

Interested parties should be aware that the estimate of the real estate tax assessments and taxes for the initial and post construction years cover a period of years into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. The

estimates set forth in this letter are merely our opinion. Changes in economics, law or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes than the taxes estimated herein. This opinion letter is given as of the date hereof and we disclaim any obligation to you or any unit purchaser of any change which hereafter may be brought to our attention. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

DL Partners

WORKING CAPITAL FUND

Working Capital Fund

Purchaser of each Residential Unit and Parking Unit shall be required to contribute at the closing of title to such Unit(s) to or in respect of the working capital fund of the Condominium (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time.

At the First Unit Closing, Sponsor will apportion the following items with the Condominium Board and the Residential Board, as applicable, as of the date preceding said closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations to the employees of the Condominium;

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

(3) charges for electricity and other utilities;

(4) payments under assignable service, maintenance and concession contracts;

(5) water charges and sewer rents on the basis of the fiscal year for which assessed (unless separately assessed to individual Units);

(6) cost of building supplies on hand, at Sponsor's cost (plus sales tax);

(7) premiums for transferable insurance policies; and

(8) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Unit Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. No such adjustments or apportionments are expected to be substantial. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters mentioned herein.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board, in its sole discretion and may be augmented by allocations from monthly Common Charges collected by such Board. Sponsor will not contribute separately to the Working Capital Fund. However, while Sponsor controls the Board, the Working Capital Fund will not be used to reduce estimated Common Charges, and in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

No representation is made that the Working Capital Fund, together with the Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or to impose special assessments on Unit Owners.

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

MANAGEMENT AGREEMENT AND CONTRACTS

Management Agreement

It is presently contemplated that at or prior to the First Closing, the Board will enter into a management agreement with Century Management Services, Inc. ("Century"), having an address at 1430 Broadway, Suite 505, New York, New York 10018 to act as Managing Agent with respect to the Condominium. Century is not affiliated with Sponsor and Century has no financial interest in this offering other than fees payable for services rendered.

It is contemplated that the Management Agreement will provide for an initial term of one (1) year commencing on the date of the First Closing. The Managing Agent will receive an annual fee of $65,000 per annum, payable in equal monthly installments. The annual fee will increase 3% each year after initial year of contract. The fee paid pursuant to the Management Agreement is at prevailing rates.

Neither party may terminate the Management Agreement during the period commencing on the Commencement Date and expiring sixty (60) days thereafter. Either party may terminate this Agreement at any time after sixty (60) days following the Commencement Date, by written notice to the other party given no less than sixty (60) days in advance of the intended date of termination. Managing Agent and the Board shall each have the right to cancel the Agreement on 30 days' written notice after the first anniversary of the Management Agreement. If the Managing Agent shall fail to perform or abide by any of its services, agreements, representations, warranties, covenants, or obligations herein, and shall fail to cure said failure within 30 days of notice of said failure sent by the Condominium to the Managing Agent, the Condominium shall have the right to terminate the Management Agreement at the end of any calendar month on not less than 30 days' prior written notice to the Managing Agent. If the Condominium shall unreasonably refuse to comply with or abide by any proper Legal Requirement, the Managing Agent may terminate the agreement at any time on ten (10) days' prior notice in writing to the Condominium. The Managing Agent may otherwise terminate this Agreement on 30 days' prior written notice to the Condominium. The Management Agreement does not contain any prohibition that would prevent Century from assigning its rights and obligations pursuant thereto.

The management fee will be a Common Expenses as discussed above in the Section entitled, "Schedule B- Projected Budget for First Year of Condominium Operation." The Managing Agent will be entitled to additional fees for certain special services performed by it.

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

(a) Meetings. Unless waived by Owner, Agent shall attend meetings of the Condominium Board, the Residential Board and the annual meeting of the unit owners. The meetings shall be held on Monday through Thursday and begin no later than 7:00 p.m. and end by 9:00 p.m. and shall be held at the Building or at another location reasonably acceptable to Agent. Meetings will/may be held monthly, with 12 meetings per year in person and/or via teleconference.

(b) Notices. Agent shall prepare and send out notices of the meetings of the Condominium Board, the Residential Board and the Unit Owners and other letters, notices or reports as requested by the Condominium Board or the Residential Board, as the case may be. In addition, Agent may distribute notices and other materials to Unit Owners, tenants or other persons concerning the services to be provided hereunder and other related matters by Agent and its Affiliates, or as reasonably requested by the Condominium Board and/or the Residential Board, as the case may be.

(c) Corporate Records. Agent shall maintain the books of account (other than books of account to be maintained by the accountants for the Condominium), check books, minute books and other corporate records of the Condominium.

(d) Availability of Records. Subject to any contrary requirement contained in the Condominium By-laws or applicable law, at mutually convenient times, Agent shall make available to Owner and anyone designated in writing by Owner, all documents and records held by Agent pursuant to this Agreement. Owner shall promptly make available to Agent any and all documents and records pertaining to the Building or that Agent considers reasonably useful in the performance of its duties hereunder.

(e) Communication Between Owner and Occupants. Agent shall consider and, when reasonable, attend to complaints of the unit owners. Agent shall promptly inform Owner of all complaints that Agent reasonably believes should be brought to the attention of Owner. Agent shall communicate with the occupants of the Building. The Board agrees at their expense to use software (Buildinglink or similar software).

(f) Leasing and Sales. Agent shall accept applications, run credit checks and references submitted in connection with prospective sales and leases by Unit Owners of their Units.

(g) Enforcement of Payment of Common Charges. When and if directed by the Board, and on the Board's behalf and at the Board's expense, Agent shall retain counsel to sue Unit Owners for Common Charges and other charges that may at any time be or become due to the Board from any Unit Owner in respect of space in the Building; for services rendered by Managing Agent as a witness or expert witness on behalf of the Board either at the Board's request, or if subpoenaed in person by any litigant, in any arbitration, discovery proceeding or court proceeding, by reason of Agent's role as Managing Agent of the Property, Agent shall be entitled to a fee of $150 per hour for each hour expended by a representative of Agent in addressing a legal action, whether in a discovery proceeding, court proceeding or document production. All settlements to be subject to the Board's approval.

(h) Reconciliations. Agent shall complete bank reconciliations on a monthly basis for all accounts maintained by Agent.

(i) Supplies. On behalf of the Board, Agent may purchase all cleaning and other supplies as shall be necessary to properly maintain and operate the Property; make all such purchases either in the Board's name or Agent's name on behalf of the Board at commercially reasonable prices in the area of the Building and pass on any savings, discounts, or commissions

to the Board. Agent shall maintain an emergency phone number which will be operational 24 hours a day, every day of the year, and respond to calls promptly.

(j) Signage. Agent shall have the right to display management signage on the exterior of the Building.

The Condominium Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the management agreement or at the instructions of the Condominium Board, provided, however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the management agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

The Managing Agent, at its own expense, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in favor of the Condominium in the minimum amount of $1,000,000 for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers, or employees.

Sponsor reserves the right during the Initial Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. After the Initial Control Period, upon the expiration or sooner termination of the current agreement with the Managing Agent, the Condominium Board may designate any other managing agent to perform the duties and services to be performed by the Managing Agent under the Plan. The term "Managing Agent" when used in the Plan with respect to any time after Sponsor or the Condominium Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Condominium Board. Sponsor will amend the Plan to disclose having entered into the Management Agreement promptly after execution thereof.

IDENTITY OF PARTIES

Sponsor

Sponsor is Amsterdam 88 LLC, a New York limited liability company with an office at in care of Northco Management Corp., 1239 Broadway, Suite 1100B, New York, New York 10001. The principal of Sponsor is Chaim Nortman a/k/a Haim Nortman who maintains an address at Sponsor is Amsterdam 88 LLC, a New York limited liability company with an office at in care of Northco Management Corp., 1239 Broadway, Suite 1100B, New York, New York 10001.

Mr. Nortman has not previously participated in an offering of cooperative interests or condominiums in New York, except that Mr. Nortman is a principal in the offering of condominium units located at 11 Hancock Place, New York, New York 10027. Mr. Nortman was previously the principal of the offering of condominium units located at 165 Chrystie Street, New York, NY. Mr. Nortman is not a principal in which ten (10%) percent or more of any unsold shares or unsold units as an individual partner or principal in any cooperative or condominium.

Neither the Sponsor, nor its principal, Mr. Nortman has previously been convicted of a felony. Furthermore, neither the Sponsor nor Mr. Nortman has ever been the subject of any convictions that would be material to the Plan or to an offering of securities generally in the 15-year period preceding the date of this Plan. In addition, neither the Sponsor nor any of the principals of Sponsor has had any injunctions filed against them nor are there prior bankruptcy filings against any of them. Within the fifteen-year period preceding the submission date of the Plan, there have been no judgments against Sponsor or its principals. As of the date of the Plan, neither Sponsor nor its principals are parties to any litigation.

Architect

Robert A.M. Stern Architects LLP ("RAMSA") has designed the Building and is the "Design Architect" for the Building. RAMSA maintains an address at One Park Avenue, New York, NY 10016.

Condominium buildings located in New York, designed by RAMSA include the following: 220 Central Park South, 520 Park Avenue, 150 East 78th Street, and 15 Central Park West, New York, NY.

None of the principals of RAMSA have any interest in the Condominium offering other than fees for services rendered in connection with the design of the Building.

Isaac & Stern Architects, P.C. (the "Isaac Stern"), having an address at 264 West 40th Street, 20th Floor, NY 10018 filed the plans and specifications with the New York City Department of Buildings and prepared the Description of Property and Building Condition set forth in Part II of the Plan. Ramy Isaacs and Ralph Kowalcyk are the principals of Isaac Stern and serve as the "architect of record" for the Building. Mr. Isaacs has been licensed as an architect in New York since 1984. Previous projects designed by Mr. Isaacs include: Eleven

Hancock Place, 180 Orchard Street, 249 East 50th Street and 300 West 122nd Street all in New York, NY

Neither the Architect nor Mr. Isaac hold any interest in Sponsor and is not entitled to receive any payments with respect to the project other than its fees in connection with the design of the Building and the preparation of the report and the related work to convert the Building to a condominium.

Mechanical Engineer

A&D Engineering, PLLC (the "Mechanical Engineer"), with offices at 2606 East 15th Street, Brooklyn, NY 11235, has been retained as mechanical engineer for the project and provided the estimates for the budget for the First Year of Condominium Operation and the Schedule B-1 included in this Plan. Alexander Soskin is the principal of A&D Engineering who prepared the report for the Plan. Neither the Mechanical Engineer nor its principals hold any interest in Sponsor and the Mechanical Engineer is not entitled to receive any payments with respect to the project other than its fees in connection with the design of the mechanical systems and the preparation of the report and the related work to convert the Building to a condominium.

Construction Professionals.

Cauldwell-Wingate LLC ("Cauldwell") having an address at One Harmon Plaza, Secaucus, NJ 07094, has been retained by Sponsor as the Construction Manager to construct the Building. Neither Sponsor nor its principals hold any interest in Cauldwell and no principal or employee of Cauldwell has any interest in Sponsor.

Selling Agent

Brown Harris Stevens Development Marketing LLC ("BHS") licensed real estate broker, having an address at 445 Park Avenue, 10th Floor, New York, New York, 10022. Projects recently marketed by Brown Harris Stevens Marketing LLC include: 11 Hancock Place, The Treadwell (249 East 62nd Street), 155 West 68th Street, Minuet (244 East 52nd Street), Vu (368 Third Avenue), 393 West End Avenue, 463 West 142nd Street, Vandewater (543 West 122nd Street), 200 Amsterdam Avenue, 101 West 78th Street and 498 West End Avenue, New York, New Yor,.

There have been no prior convictions, including any felony convictions, injunctions or judgments against the Selling Agent or its principals that may be material to the Plan or an offering of securities generally, which occurred within fifteen (15) years prior to the submission of the Plan. Selling Agent has no financial interest in Sponsor or this offering, or any compensation other than certain fees and amounts payable for commissions to be received upon the closing of the sales of Units.

Attorneys for Sponsor

Sponsor has retained Greenspoon Marder LLP, having an office at 1345 Avenue of the Americas, New York, New York 10105, to represent it in connection with the preparation of

the Plan and individual Unit closings. Lisa R. Radetsky, Esq. of Greenspoon Marder LLP had principal responsibility for the preparation of the Plan, and the forms of Purchase Agreement, Unit Deed and Unit Power of Attorney, the Condominium Declaration, and the By-Laws, and has also rendered an opinion with respect to the availability of income tax deductions to Purchasers. Sponsor's attorneys have also rendered opinions with respect to the possible availability of income tax deductions to Purchasers and the allocations of Common Interests. Greenspoon Marder LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Sponsor's Budget Expert

Century Management Services, Inc., having an address at 1430 Broadway, Suite 505, New York, NY 10018, estimated all amounts of income and expenses in the projected "Budget for First Year of Condominium Operation, Schedule B", in consultation with Sponsor and provided its opinions regarding the adequacy of the Budget, the adequacy of the Common Charges payable by the Commercial Unit Owners(s) and Sponsor's compliance with Section 339-i of the Real Property Law.

Managing Agent

Century Management Services, Inc., having an address at 1430 Broadway, Suite 505, New York, NY 10018 will be the managing agent for the Building. The Managing Agent has been engaged in the development, ownership, operation, and management of New York City multi-family residential properties since 1971.

Neither Century nor its principals are affiliated with Sponsor and will not receive any monies in connection with this offering other than fees for services rendered in connection with the preparation and certifications of the Schedule B and Common Charges, providing the Section 339-i opinion and for management services to be rendered commencing as of the First Unit Closing. None of the principals have previously filed for bankruptcy and there have been no prior convictions or felony convictions of the Managing Agent, or any principals of the Managing Agent; and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent.

Century Management Services, Inc. manages over 115 properties, approximately 15,000 residential units, made up of rental, cooperative apartments, and condominium units. The properties, located in New York, NY that are managed by the Managing Agent include. The Orian Condominium, 350 West 42nd St., 200 East 83rd Street Condominium, 200 East 88th Street, The Parc V @ 785 Fifth Avenue,

Century Management Services, Inc. has no financial interest in the Property or Sponsor, except for its fees for services rendered in connection with the preparation, review and certification of the budget and fees for management to be received pursuant to the Management Agreement.

Related Parties

Sponsor and its principals have no affiliation with the Condominium Budget Expert, the Architect, the Construction Manager the Mechanical Engineer, the Selling Agent or any person or firm who will provide services to the Condominium after the First Closing. Neither the Condominium Budget Expert nor the Architect has any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

REPORTS TO UNIT OWNERS

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

(1) a financial statement of the Condominium prepared by a certified public accountant within four months after the end of each fiscal year (such statement shall be certified while Sponsor is in control of the Condominium Board);

(2) prior notice of the annual Unit Owner's meeting; and

(3) a copy of the proposed annual budget of the Condominium within ten (10) days prior to the date set for adoption thereof by the Condominium Board (while Sponsor is in control of the Condominium Board, such budget shall be certified in compliance with the Attorney General Regulations).

DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsors office and shall remain available for such inspection for a period of six (6) years from the date of First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office following the recording of the Declaration, and an additional set, together with a copy of the recorded Declaration, if available, will be furnished to the Condominium Board at the time of the closing of the first Unit.

The Declaration and the By-Laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be in the City Register's Office.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property and Specifications prepared by Ramy Isaac of Isaac & Stern Architects, P.C. (the "Description of Property") set forth in Part II of the Plan as Exhibit A. Sponsor has no knowledge of any inaccuracies or any material omissions or defects or any need for major repairs to the Building other than as set forth in the Description of Property.

GENERAL

There are no title encumbrances or other restrictions on the Property that will affect the use of the Building or the Units. The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Purchase Agreement, form of Unit Deed, form of Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

The improvements that were located on the Land have been demolished and the Premises is presently a construction site. As of the date that the Offering Plan was submitted to the Department of Law, there were no apartments and/or units existing on the Premises. All residential units offered for sale pursuant to the offering plan have been and will remain vacant until the date of the First Unit Closing unless a Residential Unit is occupied by a purchaser under contract pursuant to an interim lease agreement.

Sponsor adopts the Description of Property and Building Condition contained in Part II of such Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building Condition.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, Purchasers of Units, the Property, Sponsor's ability to perform all of its obligations pursuant to the Plan, the Condominium, or the operation thereof, which are not covered by insurance.

No party other than the respective Purchasers shall have any right or benefit herein or hear from, 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 shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, Purchasers, and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within fifteen (15) days from the Presentation Date of said amendment. Sponsor shall promptly return any Contract Deposit to

Purchasers who rescind, except that Sponsor shall retain the Contract Deposit (and any interest thereon) of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, sexual orientation, race, creed, color, national origin, marital status, age, disability or any other ground proscribed by law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

No person has been authorized to make any statement or represent or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or amended orally.

Neither the Property nor the Building has been the subject of a prior offering of cooperative apartments or condominium units.

PART II

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EXHIBIT "A"

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

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ISSAC & STERN ARCHITECTS, P.C
264 West 40th Street, 20th Floor, NY 10018, TEL: 212-268-5600, FAX: 212-268-9911

A. Location and Use of the Property:

1. Address:	200 West 88th Street, New York NY 10024
2. Block/ Lot No.:	Block: 1235 Lots: 33,34,35,36
3. Zoning District:	The building is in a R10/C1-9 residential zoning district without qualified affordable housing. . The building is also located in the special EC-2 zoning district. The building complies with all zoning and use requirements. There are no easements or equivalent restrictions on the property. Total zoning lot area for tax lots 33, 34, 35, 36 equals 10,900 sf and is split as follows. A portion of the zoning lot ZL1 (within 100' of corner) is a corner lot with a zoning lot area of 10,000 sf. A portion of the zoning lot ZL2 (area beyond 100' of corner) is an interior lot with a zoning lot area of 900 sf. The maximum allowable residential area for a building developed pursuant to quality housing program on a wide street in Zoning District R10equals to 10,900 sf x 10.0 = 109,000 sf and the total proposed residential zoning area is 105,677.26 sf and therefore the building is in compliance.
4. Permissible Uses:	Residential Use group 2 as per New York City Zoning Resolution which permits residential use "as of right". The property and proposed uses comply with all zoning and use requirements at closing. The building complies with Chapter 8 of the zoning resolution for quality housing program. Commercial use group 6 is allowed as of right and is subject to a size limit of 10,000 sf per establishment. Total proposed commercial gross floor area for use group 6 at 1st floor is 3,196.52 sf and is permitted as per the zoning. Other: Sponsor does not anticipate that any excess development rights will remain upon completion but reserves the same in accordance with the offering plan. This development does not have a landmark status and is not located in a landmark district..
B. Status of Construction:	Tax lot #33 and #34 were each previously occupied by 5-story brick and masonry buildings built in or about1895. Each building contained a gross floor area of 9,750 sf and each building had 12 residential units and 1 commercial unit that were demolished in 2024 and 2025. A Demolition permit M00888901-L1-FD was issued on 12/4/2024 for tax lot #33 and Demolition permit M0088911-L1-FD was issued on 12/3/2024 for tax lot #34. Tax lot #35 was a 5-story brick and masonry building containing a

gross floor area of 11,700 sf and containing 13 residential units and 1 commercial unit on the 1st floor. This building was demolished in 2024/2025, and a demolition permit M00888927-l1-FD was issued for this building on12/6/2024. Tax lot #36 contained a 6-story brick and masonry building built in 1915 having 14,800 gross sf with 19 residential units and 2 commercial units on the 1st floor that was demolished in 2024/2025. A demolition permit M00888954-L1-FD was issued for this building on 11/20/2024. The demolition was signed off by the Department of Buildings on 3/18/2025. The proposed building is a completely new 18-story concrete mixed-use building with commercial and residential with 37 proposed dwelling units. The NYC Dept of Building application M01105098 l1 was approved on February 14th, 2025. The construction of the new building started in March 2025. The building is expected to be substantially completed by June 2027, unless delayed by weather, strikes, lockouts, acts of God, shortages of or inability to obtain materials or labor, government restrictions or preemption, damage by fire or the elements, or any other cause over which Sponsor has no control. A temporary certificate of occupancy will be obtained by the sponsor prior to the unit's closing. Full floor penthouse units (PHA-PHE) include a 'service hall and arrival hall' in the unit measurement. This 'hall' is an "intervening public hall" pursuant to 2014 BC 1014 and constructed as a "public corridor" pursuant to bC1018. Disclose that the use of the public corridors must be in compliance with all applicable codes, including but not limited to 2014 BC 1014 BC 1018 and NYC FD Ch. 10 Means Of Egress

1. Class of Construction: The Building is classified as Class 1B (non-combustible) and conforms to all applicable regulations of the 2014 Building Code of the City of New York ("Building Code"). The fire rating that is required for construction class 1B is a 2-hour fire rating around stairs, shafts, around trash chutes, around any vent that is penetrating floors, floor assemblies, beams, and columns.

2. Certificate of Occ.: Certificate of Occupancy will be processed at conclusion of construction as required by NYC building code, including Local Law 58 and Local Law 26.

The Certificate of Occupancy will be provided for commercial use on the 1st floor and residential use on the following floors:

- Cellar (marketing "Basement")
- 1st (marketing "Ground")
- 2nd (marketing "2")
- 3rd (marketing "3")
- 4th (marketing "4")
- 5th (marketing "5")

- 6th (marketing "6")
- 7th (marketing "7")
- 8th (marketing "8")
- 9th (marketing "9")
- 10th (marketing "10")
- 11th (marketing "11")
- 12th (marketing "12")
- 13th (marketing "14")
- 14th (marketing "PH E")
- 15th (marketing "PH D")
- 16th (marketing "PH C")
- 17th (marketing "PH B")
- 18th (marketing "PH A")
- Roof (marketing "Roof")

Building services and utilities will be located at the cellar. There will be thirty-seven (37) dwelling units in the building. One (1) dwelling unit on the 2nd floor, Three (3) dwelling units per floor from 3rd to 11th floors, Two (2) dwelling units per floor on the 12th and 13th floor (marketing "14"), and One (1) dwelling unit per floor at 14th (marketing "PH #"), 15th (marketing "PH D"), 16th (marketing "PH C"), 17th (marketing "PH B"), and 18th (marketing "PH A")floors.

The CO application will be subject to inspections and sign-off by the Department of Buildings and Department of Highway.

3. Permit Numbers & description of work done:

The project was filed on August 28,,2024. The plans were approved by the NYC Department of Buildings on February 14, 2025, NYC Dept of Building application M01105098 l1. Project is not a Directive-14 project. Local Law 58: When complete, the building will be in compliance with Local Law 58 (H/C Access Law). All public spaces of the building are required to be ADA accessible.

4. Where materials, appliances, equipment, fixtures, finishes and other construction and design details are specified in the report, Sponsor reserves the right to substitute in their place similar materials, appliances, equipment, fixtures and or finishes of substantially equal or better quality and recognized by industry standards for performance, efficiency, longevity, and/or classification, as applicable.

C. Site:

1. Size: The construction site area consists of Tax lot 33, 34, 35, and 36. The zoning lot is a corner lot having frontage of 109' on Amsterdam Avenue and a frontage of 100' on West 88th Street. The zoning lot area is 10,900 S.F.

2. Number of Buildings: The proposed building is the only structure on the property. The proposed building consists of 18 stories with bulkheads. It is used for residential occupancy with 37 residential units and commercial occupancy with 1 commercial unit on the 1st floor. The first floor is used for lobby entrance, mail room, package room, and retail space

3. Drives, Sidewalks & Ramps:

The sidewalk fronting the property will be replaced with new concrete sidewalk pitched for drainage to the curb and will be free of tripping hazard and ponding. The curb abutting the property will be replaced with new concrete curb with steel. Sidewalk lighting is provided primarily by the existing New York City light poles. Site lighting consists of standard, wall and/or pole mounted fixtures. Street lighting is provided by the City of New York subject to highway department regulations. Street lighting locations are as per City of New York and are shown on the BPP drawings. All required site access/egress elements are ADA Accessible. The entrance to the 1st floor driveway is from West 88th Street. The driveway is 18'9" wide by 50' 11" long and leads to a porte cochere with a radius of 29'9". The porte cochere and driveway will have pavers, four (4) area drains connected to underground plumbing piping for discharge into the building sewer and drainage system, which is to be insulated, as well as a 4" trench drain at the driveway entrance which will also be connected into the building sewer and drainage system piping.

4. Streets: Street repaving as required under the BPP application will be 50% of the street width plus 5'. Steel face curb to be constructed as per DOT Standard #1010 R79 (maintain sidewalk slope) with 6" compacted granular base, 4" thick concrete sidewalk with ½" expansion joint with sealer. Street repaving to be done using 3" asphaltic concrete paving on top of granular base with subsoil compaction. All the above items are in compliance with all applicable codes and regulations for NYC DOB and NYC DOT

D. Utilities:

1. Electricity:

a) Electrical service to the building will be provided by Con Edison. The electric service will be distributed throughout the

building to various loads and will be directly metered by Utility Company. Each of the Units shall be provided with a dedicated meter. Each Unit Owner shall be solely responsible for the cost of electricity used in their unit and will be responsible to pay their own individual electric bill.

b) Common areas and House loads (Lighting, Trash Comp. Room, Electrical Room, Telecom, Water Meter Room, Fire Pump Room, Residential Storage, Commercial Storage, Bike Room, Fitness, Break Room, Sport simulator, Studio/Yoga, Maker Room, Music Room, Pet Spa, Lobby, Package Room, Lounge, Game Room, Kids Room, Exhaust Fans, Elevator Vestibule, Corridors, and Miscellaneous small building electrical loads) shall be commonly metered and the cost of electric use measured thereby shall be billed to all Unit Owners as a Common Expense.

2. Gas:

Gas will be metered by Con Edison for the Building. One (1) common gas meter will be provided for the standby gas generator, and the cost of gas use measured thereby shall be a common expense of all of the residential unit owners.

3. Domestic Water and Sewer Service:

(i) Water supply and combined sewer servicing the Building will be provided by the City of New York DEP. Water will be collectively metered for the entire Building, (Submeter for the commercial unit?) will check with A&D and the cost of water use measured thereby together with any sewer charges, shall be a Common Expense of all of the unit owners.

4. Telephone:

(i) “Local” telephone service will be available for all Units & provided by Verizon FIOS, Spectrum, Optimum and/or another service provider. Every Unit Owner will be required to pay their individual telephone charges and initial charges for activating individual outlets in the Unit. The telephone charges with respect to the public areas of the building (such as the concierge desk, maintenance offices, fire alarm and elevator, etc.) will be borne as Common Expense by all of the Unit Owners. In each Unit a telephone outlet will be provided in locations as indicated on the plans.

5. Cable Television:

(i) Cable Television services will be available for all Units provided by Spectrum, Optimum or Verizon FIOS (or alternate cable TV company). All charges for cable television service (including installation and subscription charges) will be paid by each Unit Owner who subscribes directly to the cable TV company. In each Unit, a Cable TV outlet will be provided as indicated on the plans.

6. Internet Service:

(i) High speed internet service will be available for all Units provided by Spectrum, Optimum or Verizon FIOS. It is the responsibility of the Unit Owner to obtain such service from an internet service provider servicing the Condominium, and the cost of such service shall be paid by the respective Unit Owner.

E. Sub-Soil Conditions:

The descriptions of the reported subsurface strata are as follows:

(i) Uncontrolled Fill [Class 7]

Uncontrolled Fill was encountered immediately below existing grade and was about 2-ft to 12-ft thick in boring locations. It generally consisted of a mixture of sand, silt, and gravel with brick and concrete fragments. N-values obtained from SPT samples varied from 5- and 18-bpf. The Uncontrolled fill was considered Class 7 according to the New York City Building Code 2022 (per the NYCBC).

(ii) Decomposed Rock [Class 1d]

The decomposed rock stratum was found immediately below the Fill stratum at the depths ranging from 2-ft to 12-ft below grade. Generally, the decomposed rock stratum consisted of completely weathered underlying parent bedrock. The N value ranged from 25-bpf to refusal. This stratum was classified as "soft rock" and was designated as 1d per the NYCBC.

(iii) Mica Schist Bedrock [Class 1b & 1c]

Competent Mica Schist bedrock was encountered below the decomposed bedrock in all of the borings at depths ranging from 5.5-ft to 18-ft below grade. In general, the bedrock was medium hard, moderately weathered and closely to widely jointed. The bedrock samples possessed recover values ranging from 92% to 100% and rock quality designation values ranging

from 27% to 63%. This stratum was classified as "Medium Hard Rock" or "Intermediate Rock" and was designated as Classes 1b and 1c per the NYCBC.

(iv) Groundwater

Groundwater was encountered at the depth of 4.6-ft (El. 82.0+/- NAVD88) below existing grade in boring location B-1W during the subsurface investigation. The groundwater table may vary with weather conditions, seasonal factors, or other unknown conditions.

(v) Environmental:

Property does not have environmental restrictions. There are no hazardous conditions, hazardous materials, or environmental conditions.

(vi) No uneven foundation movement or settling has occurred. The building is under construction and the building foundation system is accurately sized to support the calculated load.

(vii) The project is not located in an area designated as a flood zone by a local, state, or federal agency.

F. Landscaping & enclosures for the building:

1. Grass Cover:	There is no grass cover.
2. Trees:	Existing sidewalk on Amsterdam Avenue has three existing trees to remain that require protection within 50' of the property as per NYC Parks Department. The existing sidewalk on West 88th Street has two existing trees to remain that require protection within 50' of the property as per NYC Parks Department. As per the approved Parks Department drawings, Sponsor will pay into the tree fund for three (3) trees as off-site planting. This was approved with the parks department and Quality Housing program Chapter 8 of the New York City Zoning Resolution and is in compliance with the Parks Department regulations and Highway Department regulations.
3. Garden Retaining Wall:	There are no garden retaining walls. There is a garden wall around the perimeter of the property, but it does not hold back any soil or plantings. It is decorative purposes only.
4. Fencing:	There is no fencing
5. Gates:	There is a driveway entrance gate located on West 88th Street. Entrance gate will be constructed from decorative metal, will be 18'2" wide and will have an automatic gate opener.

6. Retaining walls: There are retaining walls.

7. Display pools: There is a fountain located in the wall of the port cochere. The fountain is constructed from Limestone, design to be determined and the water feature will recirculate the water through underground piping and allow for maintenance as required.

G. Building Size:

1. Total height: The total height of the building from average sidewalk elevation to the top of roof structure is approximately 215'. Setback is at 154' 4". Roof over stairs and elevator bulkheads are approximately 255' above the average sidewalk.

2. Crawl Space: There is no crawl space

3. Numbers of sub-floors: There is no sub-cellar. There is a cellar

4. Number of floors: There are 18 floors above base plane elevation with a total height of 215'. The first floor is at the base plane elevation of 94.14' which is 4" above the average sidewalk or base plane which is elevation 93.80'.

5. Equipment rooms: Utility rooms (electric, fire pump, gas meter, water meter, sprinkler, detention tank, telecom, fire protection room, and trash compactor with refuse storage) are located at the cellar. Hot water heater expansion tanks and booster pumps are located in the cellar, on the 1st floor, and also on the bulkhead roof of the building. Condensing units for mechanical are located on the roof. The elevator control room is located at the bulkhead level. Trash chute is located adjacent to the egress stairs on each floor. Trash chute is required for any building that has more than 9 dwelling units as per Chapter 8 Quality Housing Program of the New York City Zoning Resolution. Refuse storage is provided at the cellar.

6. Parapet Height Parapet will be 3'6" above the roof

H. Building Assembly:

1. Structural System:

The building's foundation system primarily consists of isolated concrete spread footings and concrete mat foundations bearing on Class 1C rock, with an allowable bearing capacity of 20 tons per square foot. At the shear wall mat foundations, 100-ton capacity rock anchors provide uplift resistance.

Adjacent to the neighboring property at 566 Amsterdam Avenue, the foundation uses 9 5/8" diameter caissons (piles) socketed into rock. These caissons have a compression capacity of 240 tons, tension capacity of 100 tons, and a lateral capacity of 42.5 tons. The foundation concrete has a strength of 6,000 psi, and the reinforcing steel (rebar) has a yield strength of 60 ksi.

The cellar floor consists of a 5" concrete slab-on-grade over a minimum of 12" of crushed stone. A subgrade drainage system made of perforated PVC pipes is installed to manage groundwater beneath the slab. A waterproofing membrane is provided at both the under slab and perimeter foundation walls.

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, as well as along the south and west lot lines. The shear walls at the lot lines terminate where the building steps back.

Typical floor slabs are 8" or 9" thick and include a perimeter reinforced concrete beam to support the building façade. In areas where the building steps back, slab thickness increases up to 22" to transfer the loads from upper-floor columns to the lower structure. Floor slabs are generally made of 7,000 psi concrete or more were noted on plans, while columns and shear walls use 8,000 psi concrete. At discrete areas steel beams are embedded in the concrete to transfer column loads. Floor impact noise for residential units is in compliance with BC 1207.3 and will not have an impact insulation class rating of less than 50.

2. Exterior walls:

The exterior walls are comprised of masonry brick and stone panels. Wall construction comprises of 3 5/8ths thick brick veneer with Stainless Steel Adjustable Truss Seismic Interlock System with a cavity wall, 2" CI Min R-8.4 Mineral Wool Insulation, continuous air and moisture barrier, and 5/8" glass mat sheathing on the exterior. 5/8" G.W.B on the interior side with 1 5/8" metal studs @ 16 o.c. with 1" CI Min R 4.2 Mineral Wool Insulation, 6" 16-gauge metal studs 16" O.C with R-19 Batt Insulation. This wall construction has a 1 hr fire rating There are also stone panels at certain locations on the façade. Wall Construction at these locations will consist of Limestone Panels with masonry anchors with sealing washers over a 1" cavity, 2" R 8.4 Mineral Wool Insulation, continuous air and moisture barrier, ½" dense board sheathing, 6" 16-gauge metal studs with R19 Batt Insulation on the exterior side and 2 ½" metal studs 16" O.C on the interior with 5/8" gypsum board. This wall construction has a 1 hr fire rating. At the location next

to adjacent building the wall is a 2 hr fire rated with 5/8" GWB on the interior side with 2 ½" metal studs 24" o.c. with R-12 Mineral Wool Insulation, 7 5/8" CMU or Dur-O-Wal 32" o.c and #5 rebar, continuous air and moisture barrier (seal all penetrations) with 2 1/8" continuous R-12 Mineral Wool Insulation. Expansion Joint assembly with bellows and flashing with expand-o-flash joint cover will be installed to cover the gap between the buildings. At the bulkhead level there is also decorative metal panels constructed from Aluminum finished with Duranar XL 3 Coat system.

The adjacent property to the west on West 88th Street is occupied by a 5-story brick and masonry building with a basement. The adjacent property to the south on Amsterdam Avenue is occupied by a 5-story brick and masonry building with a cellar.

Insulation for exterior walls is a cavity wall insulation by RMAX Thermasheath-3 exterior polyisocyanurate foam core bonded to reinforced aluminum foil facers on each side 2 ½" thickness.

Regarding water intrusion, metal or rubber flashing is provided at all copings and parapets. At brick walls, weep holes are placed immediately above all flashing and spaced 24 inches apart with open head joints, and 16 inches on center when round tubes are used.

There is under-pinning to the western neighbor which is shown on the SOE Drawings that were approved by the NYC DOB under Job# M01105098 Filing# P5.

There is a vapor barrier installed beneath the concrete slab manufactured by Stego Wrap 20 mil along with foundation waterproofing membrane by Precon 73 mil thick.

Local Law 11 Façade Inspection Safety Program is applicable to this project and will require a report to be completed 5 years after the building receives its TCO. Subsequent reports will be due every 5 years after the initial report is completed.

3. Windows:

(a) All building facades consist of fixed and casement operable windows providing light and ventilation to the front living rooms and bedrooms. Windows are Manufactured by Reynaers Aluminum Model Slimline 38 Insulated System. Window Glazing is by Guardian Glass and shall be triple

pane system comprised of the following: Guardian UltraClear Float Glass (CE) Glass, 6mm (2-SunGuard SN 70S HT (CE)) GAP: 10% Air, 90% Argon ½" Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm INTERLAYER: PVB Noise Reduction SR 1.52mm Clear (CE), 1.524mm Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm. Total Unit is 1 ¼" in width and has a U-Value of 0.206; Light to Solar Gain of 1.98, OTIC Rating of ~~35~~ 34 and a STC Rating of 41.

(b) Windows will comply with structural performance, air infiltration, and water penetration requirements indicated in AAMA 101 for type, grade, and performance class of window units required or approved equal.

(c) Casement windows open to a maximum of 4", in compliance with the building code child safety window guards. Casement windowsill to be aluminum in color and finish to match adjacent window. Perimeter seal and sealant to be by Sikasil WS-305 S High Performance silicone weatherproofing sealant with backer rod and aluminum window trim to match window in finish and color.

(d) Residential Doors to Terraces will be manufactured by Reynaers Inc Model #: CS 38 Thermally Broken Aluminum Inswing Side Hinge Door – Low Sill. Doors will have Hollow Bulb Gasketing at all leaf members, bottom rail sweep adapter, gaskets at head and jambs, and flat gaskets at threshold. Doors will be Glazing is by Guardian Glass and shall be triple pane system comprised of the following: Guardian UltraClear Float Glass (CE) Glass, 6mm (2-SunGuard SN 70S HT (CE)) GAP: 10% Air, 90% Argon ½" Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm INTERLAYER: PVB Noise Reduction SR 1.52mm Clear (CE), 1.524mm Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm. Total Unit is 1 ¼" in width and has a U-Value of 0.206; Light to Solar Gain of 1.98, OTIC Rating of 35 and a STC Rating of 41. Doors will have the following:

Door Hinges: Sobinco Adjustable Hinges Three (3)

Door Handles: Sobinco Handles Two (2 interior and exterior

Latch Set: Fuhr Benelux Latch and 3-point Lock

Push Bar by ISEO Black Color inside

O/C 4A elektostriker in black color

Cylinder with Key ISEO silver color

Door Closer G-U, OTS736 Black Color

(e) Residential Windows are manufactured by Reynaers Inc for the window, door components, and the glass portions by Guardian Glass Company or approved equal. Window frames have extruded aluminum frame and is attached with anchored clips made of nonmagnetic aluminum. Glazing is as follows: Guardian Glass and shall be triple pane system comprised of the following: Guardian UltraClear Float Glass (CE) Glass, 6mm (2-SunGuard SN 70S HT (CE)) GAP: 10% Air, 90% Argon ½" Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm INTERLAYER: PVB Noise Reduction SR 1.52mm Clear (CE), 1.524mm Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm. Total Unit is 1 ¼" in width and has a U-Value of 0.206; Light to Solar Gain of 1.98, OTIC Rating of 34 and a STC Rating of 41

(f) Window grade and class shall comply with requirements of "AAMA" Grade and Performance Class SA-AW40. U factor for fixed windows and operable windows to be 0.29. No window screens will be provided. Thermal break system is provided:

(g) Window warranty: installation is guaranteed by the contractor for a maximum of one year. Window materials are warranty for 5 years except hardware which has a 2-year warranty. Windows have been sized to comply with NYC Code requirements for "light and air". A window warranty is provided by the window manufacturer only.

(h) There are Lot Line windows on the West elevation and constitute less than 10% of the area of the wall on the 7th, 8th, 9th, 10th, 11th, 12th, and 13th floors. There are lot line windows located on the South elevation on the 7th, 8th, 9th, 10th, 11th floors. The windows have one (1) sprinkler head within 18" distance from the window as required for fire protection for these windows. The lot line window is not credited for natural light and ventilation requirements for habitable rooms. As per NYC BC if the adjacent owner will construct a building in the future, the owner 200 West 88th Street will have to close the masonry opening with fire rated material that has at least a 2-hr. fire rating. The lot line window may be blocked by future adjacent construction. Each lot line window on the West elevation and on the South Elevation measure 4' x 8' and comprise 32 sf which is less than 10% of the wall area on the west elevation and on the south elevation. There are two (2) lot line windows in the following Apartments: 7B, 8B, 9B, 10B, 11B. There is one (1) lot line window located in the

following apartments: 12A, 13A, 11C, 10C, 9C, 8C, 7C. Lot line windows are not used for light and air calculations and all lot line windows have less than 10% of the surface area at that level and are therefore in compliance with NYC BC 2014 for lot line windows.

The building will have bird glass up to a height of 70' or the 6th floor as required.

(i) Storefronts for the building are comprised of YCW 750 OG Outside glazed curtain wall system constructed from aluminum and 1" glass with Low-E coating having U factor of 0.29. The finish of the system will be factory anodized as per final specifications from designer. Storefront system is not thermally broken.

4. Parapets and copings: The parapets are constructed from face brick backed with 8" concrete block with stone coping 12" wide by 48" long.

5. Chimney and Caps: The building has no metal chimneys. There are ducted ventilation shafts for toilets and for kitchens. These are exhausted either at the main building roof, the stair bulkhead roof of the building, or above building terraces at setback locations. These ventilation shafts are for the toilets and the kitchens.

Kitchen exhaust ductwork shall be made from 18 GA galvanized steel. Bathroom exhaust ductwork shall be made from aluminum. For duct size, see mechanical drawings pages M-301 through M-305.

6. Balconies and terraces:

(i) There are private balconies on the 3rd, 8th, 13th, 15th, and 16th floors. These private balconies are constructed from 7"- 9" thick reinforced concrete sloped away to facilitate water drainage. The deck finish of the balconies will be the following: base ply and finished ply roofing, ½" drainage mat, polystyrene insulation 6" thick with integral drainage channels, geotextile filter fabric, and 2'x2'x2" thick concrete pavers set on adjustable pedestals. This roofing and paver system is suitable for daily foot traffic and is acceptable by the roofing manufacturer to maintain the roofing warranty. There are private terraces on the 6th, 7th, 11th, 13th, 15th floors. The deck finish of the terraces will be the following: base ply and finished ply roofing, ½" drainage mat, polystyrene insulation 6" thick with integral drainage channels, geotextile filter fabric, and 2'x2'x2" thick concrete pavers set on adjustable pedestals. This roofing and paver system is suitable for daily foot traffic acceptable by manufacturers to maintain roofing warranty.

Please provide information regarding loads for planters, etc so info may be disclosed. Planter loads will be determined by soil and plantings. Will need this information from the landscape designer. There is an area on the main roof residential common terrace that will have the same deck finish and construction. The common roof terrace will be listed as accessory to residential in schedule A. The common roof terrace will have one (1) electric BBQ, one (1) sink, one (1) Decorative appliance fireplace, will have planters. This was removed. Planter sizes and location to be shown on condominium drawings.

(ii) Balustrade: A series of aluminum/steel/or equal balusters support iron top rails at balconies and terraces.

(iii) Railings: Unit balconies and terraces of the building will have a combination of Aluminum Glass Railing and/or Metal Guard Railing set in between poured in place concrete parapet walls. Metal guard railing will be differing lengths and design based on location of balcony and/or terrace. All railings will be constructed from tempered glass, aluminum, stainless steel, or wrought iron. All railings brackets will be anchored to concrete slab will be able to sustain a lateral force of 250 lbs./ft. Railings will have 1 ½" O.D Top Rail, 1 ½" I.D Bracket, 3/16" thick by 1" flat bar strap, 5/8" thick by 1 ½" flat bar strap finished painted Benjamin Moore 2118-20 Toucan Black Paint or in 2072-10 Dark Basalt with Duranar XL 3 Coat System. Railing to be 3'6" above finished floor. Railing does not create a ladder effect. Bulkhead roofs of the building will have railing constructed from Aluminum 4" x 4" aluminum posts 4" O.C. Railings will be 42" tall from finished flooring and composed of aluminum top rail constructed from 1 ½" posts with 1" top rail and bottom rail with ½" diameter welded balusters 4" O.C. Glass railings will be constructed with extruded aluminum frame anchored to concrete floor by stainless steel brackets welded to steel plates. Glass will be made of ¾" laminated safety glass with an aluminum top rail and aluminum railing shoe shimmed at anchoring point to facilitate positive drainage. Aluminum shoe bracket anchored to concrete slab will be able to sustain a lateral force of 250 lbs./ft.

(iv) Copings: Stone coping will be installed on terrace parapets at all levels and the roof. Copings will have corrosion resistant anchors. There is precast stone coping at the main roof and bulkhead roof attached to the block retaining wall with 3/8" SS eye hook adhesive anchor and ½" diameter pin installed at cross joints of each stone.

(v) Soffits: The underside of the soffit will be constructed from Composite Panel System Equiton or approved equal attached to the slab with panel anchors embedded into the concrete deck with galvanized steel anchors with reinforcing mesh embedded into base coat with plaster finish.

(vi) All balconies and terraces will have one (1) drain leading down and discharging through internal leaders into the building storm systems. Cast iron drains have double inlets for overflow. Approximate locations of drains are shown on the floor plans.

(vii) Doors to balconies and terraces:

(a) Residential Doors to Terraces will be manufactured by Reynaers Inc Model #: CS 38 Thermally Broken Aluminum Inswing Side Hinge Door – Low Sill. Doors will have Hollow Bulb Gasketing at all leaf members, bottom rail sweep adapter, gaskets at head and jambs, and flat gaskets at threshold. Doors will be Glazing is by Guardian Glass and shall be triple pane system comprised of the following: Guardian UltraClear Float Glass (CE) Glass, 6mm (2-SunGuard SN 70S HT (CE)) GAP: 10% Air, 90% Argon ½" Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm INTERLAYER: PVB Noise Reduction SR 1.52mm Clear (CE), 1.524mm Glass: Guardian UltraClear Float Glass (CE) Glass, 6mm. Total Unit is 1 ¼" in width and has a U-Value of 0.206; Light to Solar Gain of 1.98, OTIC Rating of 34 and a STC Rating of 41. Doors will have the following:

Door Hinges: Sobinco Adjustable Hinges Three (3)

Door Handles: Sobinco Handles Two (2 interior and exterior

Latch Set: Fuhr Benelux Latch and 3-point Lock

Push Bar by ISEO Black Color inside

O/C 4A elektostriker in black color

Cylinder with Key ISEO silver color

Door Closer G-U, OTS736 Black Color

(b) Exterior metals are corrosion-resistant (stainless steel / Galvanized Steel / Aluminum).

(c) Manufacturer to provide warranty of 5 years on material, and 2 years for hardware from manufacture date. Installer to provide warranty of 1 year from date of substantial completion.

7. Exterior Entrances:

~~(i)~~ Exterior Doors and Frames: The primary entrance to the residential lobby at 200 west 88th street is from West 88th Street. The door is a bronze door not Reynaers also has bird glass.

Entrance has a glass aluminum double swing door manufactured Reynaers. Vestibule Door will be manufactured by manufactured by Glass One Group and consists of Series CS 55 System. The main entry door and vestibule door will be swing in doors and will have 28mm Insulated Tempered glass units (glass outside tempered clear eurofloat 6mm + 16mm Warm Edge 90% Argon + Glass inside Tempered Silverstar Zero on Eurofloat 6mm) made with Aluminum Bottom, top rail 36" stainless steel pull/push handles 1/2" temp cl. Hardware for the main residential entrance manufactured by: "McKinney" or approved equivalent. U Factor of the entrance door assembly is U 0.28. Door frame has a thermal break.

Continuous Hinge	Wala WX80EL457X
Mortise Lock (storeroom)	Wilka Mortise Lock with Roller
Surface Closer	GEZE TS 4000
Sill	APK 40/90 3"
Gasketing	2891AS
Door Bottom	Aluron AF50

(ii) Exterior Stairs: There are no exterior stairs that lead to building entrances.

(iii) Mailboxes: Mailboxes made of gray extruded aluminum and approved by the US Postal Service. Mailing distributed by the US Postal Service. Mailboxes located on the first floor in the entry vestibule.

(iv) Canopies: There is a fabric canopy located at the entrance on West 88th Street. The canopy will have two (2) metal posts anchored to the ground

(v) Service Entrances: There are two service entrances for the building. One is located on the East façade on Amsterdam Avenue. There is another service entrance on the North façade on West 88th Street. Service entry doors will measure 10'8" x 4' or 5' depending on opening and will be constructed from Reynaers Aluminum N.V CS 77 Pivot Single Swinging Door Glass with a U-Factor of 0.68.

(vi) Roof and Roof Structures: Main roof level will have elevator/stair bulkhead and elevator control room. Roof level to be accessible through exit stairs. Hose bibs to be provided at roof areas. A portion of the main roof is intended for use by the residents and measures 1,042 sf and has an allowable occupancy of 20 people and is accessory to residential on Schedule A. Main

roof will be finished with concrete pavers 2'x2'x2" thick set on pedestals over waterproofing roofing membrane and is acceptable by roofing manufacture to retain the warranty. There will be built-in-planters, one (1) electric BBQ, and One (1) sink for residents' use. There is a private terrace located on the main roof of the building for unit PHA. This terrace will have, sink, ~~electric BBQ~~, Separation of private roof terrace from recreation terrace for tenants is by poured in place concrete wall 1'8" thick. Rooftop terrace is finished with concrete pavers 2'x2''2" thick set on adjustable pedestals. The private terrace area for PHA is 1,385 SF and has an occupancy for 6 people.

(vii) Material: All main roof areas as well as bulkhead roof to be covered with new roofing, manufactured by Johns Manville and consist of a Modified Bitumen Roof System. Roof system will consist of R34.8 tapered roof insulation, ¼" Densdeck cover board; 1 ply of Johns Manville DynaGrip SA and 1 ply Johns Manville Appex 4.5M Cap Sheet. R value of roof insulation is 34.8. Roof warranty to be 20-year warranty issued by Manufacturer and will begin upon completion of the roof. Roof warranty covers labor and materials. Paver installation is acceptable by the manufacturer to retain the roof warranty. Roofing warranty to be a 5 year for installation and 20-year product warranty issued by Johns Mansville. Warranty will commence upon final inspection of roof installation by John Mansville.

(viii) Flashing material: Parapet wall/wall tie ins base flashing system 8-12" high will consist of 1 inter-ply of Johns Manville Appex 4S and 1 ply of Johns Manville Appex 4.5M cap sheet; termination bar and water block; mill finished surface mount counter flashing. Curb flashing system 8-12" height to be 1 inter-ply of Johns Manville Appex 4S and 1 ply Johns Manville Appex 4.5M cap sheet, termination bar and water block. Roof penetrations to be flashed with PermaFlash or approved equal Flashing. All concealed sheet metal flashing to be made of stainless steel 0.0187-inch-thick metal. Roof flashing to have metal flashing sheet metal made of stainless steel. On the bulkhead roofs, install aluminum coping or gravel stop, aluminum gutter or scupper box including leader pipes on the bulkhead roofs.

(ix) Drains: Cast Iron drains will be provided, discharging through internal leaders into the building storm systems. Cast Iron drains will be 4" RD with a flow control device and a secondary 4" ORD for overflow. Approximate locations of drains are shown on the condominium floor plans. Roof contains overflow drains. Bulkhead roof has scuppers attached to leaders down to main

roof to provide drainage. Terraces located on the 6th, 7th, 11th, 13th, 15th floors and roof will each have two (2) cast iron drains with gravel guard connected to drain outlet piping, discharging through internal leaders into the building storm systems. Cast Iron drains will be 4" RD with a flow control device and a secondary 4" ORD for overflow. Approximate locations of drains are shown on the floor plans. There is no leak detection system installed and no drip pans below the drains. Each unit owner of the terrace will be responsible for keeping the drain free and clear of obstructions. Liability for leak damage to a residential unit will be determined by the condominium board group.

(x) Skylights: There are no skylights

(xi) Stair and elevator Bulkheads: Main building stair is enclosed in 2 hr fire rated construction and consists of 3.5" minimum stud with 2 layers of 5/8 fire code "C" gypsum wall board on the inside, 1.5" sound insulation, 1-layer 5/8 impact class level 2 wallboard and 1-layer 5/8 fire code "c" wall board on the outside. The elevator bulkhead side of the elevator bulkhead consists of 6" heavy "E" stud 24" O.C with a 1" shaft liner, 1.5" sound insulation, with 2 layers 5/8 "fire code c" gypsum wallboard giving the wall a 2-hr. fire rating.

(xii) There is a roof top terrace for residents located on the roof of building with a for recreation of 1,042 sf with a maximum occupancy of 20 persons. Rooftop terrace will be used for recreational purposes and is code compliant. There will be no furniture provided by the sponsor. Rooftop terrace will be allocated as an accessory to residential in the certificate of occupancy and will be a common element. Rooftop terrace is finished with concrete pavers 2'x2''2" thick set on adjustable pedestals.

(xiii) Metal Work at Roof Levels:

(a) Exterior Metal Stairs: There are no exterior metal stairs. There is a vertical ladder from main roof to bulkhead roof. Ladder is 18" wide with a ¾" diameter nonslip steel rungs spaced 12" o.c. Stringers shall be 3/8" thick by 2 ½" wide steel bars with rungs welded to the bards. Ladder to be constructed from galvanized steel and will be anchored to the bulkhead roof with galvanized steel bolts embedded into the concrete.

(b) Hatches to roof: There are no hatches to roof.

(c) There are metal guardrails located all around the main roof that is 3'6" above the finished roofing surface. Metal guardrails

do not create a ladder effect and are constructed from stainless steel.

(xiv) Mechanical equipment on the roof shall be provided with vibration isolators and flexible connections, elevated 18" AFF to prevent snow accumulation and mounted on the curb, dunnage attached to the building structure.

(xv) Rooftop access is designed in compliance with 2014 NYC Fire Code, Section FC 504. Occupants of the building cannot obstruct or put obstacles in the fire department access path.

8. Yards and Courts:

(i) There is an inner court located at the rear of the western portion of the zoning lot. The inner court measures 43'9" by 38'10"

(ii) Drainage: There is a drain located in the inner court as well as the entrance driveway. All roof drains and terrace drains will connect into the building storm system and be discharged through the building sanitary sewer system connected to the city. 1st floor motor court and driveway for the building. The entrance to the 1st floor driveway is from West 88th Street. The motor court and driveway will have pavers, four (4) area drains connected to underground plumbing piping for discharge into the building sewer and drainage system, which is to be insulated, as well as a 4" trench drain at the driveway entrance which will also be connected into the building sewer and drainage system piping. All area drains will be constructed from cast iron.

(iii) Exterior Stairs: There are no exterior stairs

(iv) Railings: There are no railings at yards and courts.

(v) Fence: There is no fencing.

9. Interior Stairs: There are two interior stairs (Stair A & Stair B) that serve all the floors. Each stair is separated by a 2-hour fire rated enclosure which is comprised of a shear walls, knee walls which are 6" thick reinforced poured in place concrete, and 2 hr fire rated UL Design wall consisting of horizontal expansion joint, "J" runner, 1 ½" sound insulation, ASTM C 1629 Impact Classification Level 2 Wall board, 3 ½" Stud 24". O.C, 5/8" Fire Code "C" Gypsum Wallboard, and continuous beads of caulking around perimeter of partition top and bottom. The stairs are located in the center of the building across from the building elevators. Egress stairs are in compliance with applicable code. In the

event of a fire or alarmed event, the failsafe electric locking mechanisms on the fire stair doors will be released to permit transfer between stair enclosures and the 'hall'. The 'hall' therefore will be open to public egress until the situation is rectified.

(i) Entry & Exit Stair: There is a commercial entry and exit stair "Stair D" located at the end of the corridor on the East side of the building. The stair is constructed with 2 hr fire rated UL Design wall consisting of horizontal expansion joint, "J" runner, 1 ½" sound insulation, ASTM C 1629 Impact Classification Level 2 Wall board, 3 ½" Stud 24". O.C, 5/8" Fire Code "C" Gypsum Wallboard, and continuous beads of caulking around perimeter of partition top and bottom. Stair is 3' wide

i. Construction:
Stairs are constructed from reinforced poured in place concrete.

ii. Balustrades
Made of 1/2" round blackened steel tubes located 4" O.C.

iii. Handrails
½" x 2" blackened steel railing.

(ii) Enclosure: Enclosure of interior stairs made of 20-gauge steel studs, 16" on center with double layer of 5/8" fire code gypsum board on each side. Finish gypsum board spackled and painted. All doors at stair enclosure have a 1 1/2" fire rating and have self-closing device.

(iii) Construction: Stair is made reinforced concrete.

(iv) Guard Rails: there are no guardrails.

(v) Balustrades: there are no balustrades.

(vi) Railing within the stairs consists of 1 5/8" diameter schedule 40 steel pipe mounted on each wall of the two scissor stairs.

10. Interior doors and frames:

(i) Unit entrance: Hollow metal door and frame made of 16-gauge sheet metal. Door is manufactured by: "Long Island Fireproof Door" or approved equal. Door hardware includes Door to be 1.5 hr fire rated.

4	Hinge (spring)	TA714FT US26D MK
1	Lockset	ML2067 102X AP 626

		RU
1	Concealed Closer	7900 689 NO
1	Threshold	as per architect detail
1	Doorstop	446 US26D RO
1	Sweep	202NA
1	Chime Interviewer	Harney Hardware
1	Door Guard	Rockwood 604
1	Door viewer	Rockwood 627
1	Protection Plate	605SMS

(ii) `Doors to bedrooms/bathrooms: Will be painted metal frame around solid painted wood doors with marble saddle (at bathrooms only).

(iii) Corridor and Stair Hall doors and frames: Hollow metal door and frame made of 16-gauge sheet metal. Door is manufactured by: "International Fire Door" or approved equal. Doors to be 1.5 hr fire rated.

(iv) Corridor and Stair Hall doors and frames: Hollow metal door and frame made of 16-gauge sheet metal. Door is manufactured by: "International Fire Door" or approved equal. Doors to be 1.5 hr fire rated.

3	Hinge	TA2714 4-1/2" x 4-1/2"
1	Lockset	ML2067-NSA Mortise Lock
1	Passage Set	ML2010 Mortise Passage
1	Surface Closer	8501 M
1	Floor Stop	440 Series
1	Threshold	as per architect detail
1	Gasketing	S773BL
3	Silencer	Rockwood 608-RKW

(v) Roof doors and frames. Hollow metal door made of 16-gauge sheet metal; frame is made of 14-gauge sheet metal. Roof doors to be 1.5 hr fire rated.

(vi) Cellar doors and frames to be hollow metal door made of 16-gauge sheet metal; frame is made of 14-gauge sheet metal. Doors to be 1.5 hr fire rated self-closing doors.

(vii) All doors to stairs, roof doors, utility room doors, and required egress doors are self-closing.

12. Elevator: There will be two passenger elevators serving the cellar, all residential floors of the building, and the roof. The elevator will be provided by Champions Elevator Solutions and is an and they are a gearless traction elevator with a capacity of 3,500 lbs and a 500 FPM speed. The elevator will service 20 floors (front stop) and the roof and will utilize building power of 208v 3 PH 60 Hz. Heat and smoke sensors to be located at each elevator lobby with necessary wiring to each car control panel. A telephone is located in each elevator car and its wiring from the building service directly to the elevators control panel. The elevator machine room is located on the main roof of the building.

(i) Specifications:

Designation	PE1
Number of Cars	1
Car Use	Passenger/Service
Capacity	3500 lbs
Tripping Speed	500 fpm
Stops	20
Floors Served (Front)	Cellar, Ground, 2-18, Roof
Machine Type	Gearless Traction
Machine Location	Machine Above
Travel	229’0”
Car Inside Dimensions	7'-4" X 5'-2"
Platform Dimensions	8’4.5" X 6'
Hoist way Dimensions	9’ 11” X 8' 1”
Overhead	16' 6”
Pit Depth	5' 6”
Machine Room Height1	4'-5"
Compensation	Not Required
CWT Safeties	Not Required
Cab Height	9'-0"
Cab Fixture	Brushed Stainless Steel
Cab Ceiling	Brushed Stainless Steel
Cab Handrails	Brushed Stainless Steel
Cab Door Panels	RAL7038 Painted
Cab Wall Panels	Brushed Stainless Steel And Bronze toned Metallic laminate
Cab Floor	Porcelain tile
Door Type (Front)	ISSO
Door Width (Front)	3'-6"

Door Height (Front)	8'-0"
No. Car Button Panels	1
Motor Size	12.5 hp 41.2 A with 208 VAC 3 Phase Power Supply
Line Voltage	160
Heat Release	1290 Btu per hour

Designation	PE2
Number of Cars	1
Car Use	Passenger/Service
Capacity	3500 lbs
Tripping Speed	500 fpm
Stops	20
Floors Served (Front)	Cellar, Ground, 2-18, Roof
Machine Type	Gearless Traction
Machine Location	Machine Above
Travel	229’0”
Car Inside Dimensions	7'-4" X 5'-2"
Platform Dimensions	8’4.5" X 6'
Hoist way Dimensions	9’ 11” X 8' 1”
Overhead	16' 6”
Pit Depth	5' 6”
Machine Room Height1	4'-5"
Compensation	Not Required
CWT Safeties	Not Required
Cab Height	9'-0"
Cab Fixture	Brushed Stainless Steel
Cab Ceiling	Brushed Stainless Steel
Cab Handrails	Brushed Stainless Steel
Cab Door Panels	RAL7038 Painted
Cab Wall Panels	Brushed Stainless Steel And Bronze toned Metallic laminate
Cab Floor	Porcelain tile
Door Type (Front)	ISSO
Door Width (Front)	3'-6"
Door Height (Front)	8'-0"
No. Car Button Panels	1
Motor Size	12.5 hp 41.2 A with 208 VAC 3 Phase Power Supply
Line Voltage	160
Heat Release	1290 Btu per hour

(ii) There is a material lift located in the cellar that serves the cellar and 1st floor only. This service lift is intended to be used by building staff to remove garbage and bring in supplies for the building. The service lift is located on the south side of the building adjacent to the car lift. Service elevator is manufactured by P-Flow Material Handling Solutions, Model #: D, has a maximum load of 2,000 lbs., has a speed of 17 FPM. Incoming power is 208 VAC, 3 Phase; power unit is 5 hp. Service lift size is 5'1" by 5' 10" (approximately, final dimensions will be determined on site once elevator is in place).

(iii) The management company will establish elevator maintenance contract.

(iv) Lighting: Wall Sconce by Bruck Runner Indirect Wall Ceiling light model #: LM-79 36" Large Size as well as Melange Pill Form Sconce by Circa Lighting LED in polished nickel finish.

(v) Warranty: Special manufacturer's warranty, signed by manufacturer agreeing to repair, restore, or replace defective elevator work within specified warranty period. Warranty period shall be 12 months from date of Substantial Completion

(vi) The elevator's alarm and safety system are comprised of a fused disconnect switch for each car with wiring to each elevators motor starter control. Heat and smoke sensors located at each elevator lobby with necessary wiring to each cars control panel, a telephone in each elevator car and its wiring from the building service to the elevator control panel

I. Auxiliary Facilities

1. Refuse Disposal: The building has a trash compactor room located at cellar. Trash compactor is manufactured by Chute Enterprises model CE-150 recommended duty capacity of approximately 150 apartments. Refuse room and chute are located next to the egress stairs in the corridor on each floor. Pick up schedule will be public as per the NYC Department of Sanitation trash removal schedule.

2. Laundry: Each unit has a washer/dryer (vent-less). The unit washers are manufactured by LG Front Load Model #: WM 5500H_A 4.5 cu/ft. capacity or approved equal. Matching LG Front Load model #: DLHC5502_ 7.8 cu.ft. ventless dryer "heat pump" or approved equal. Dryers are electric. Dryer and Washer can be stacked and are 27" wide by 39" high

by 32 ¼" deep (43 7/8" deep with door open). Washer and Dryer have a limited warranty of 1 year for parts and labor; 3 years for drum; 10 years for direct drive motor, 10 years for inverter compressor.

3. Storage: There is private storage units located at cellar Inside a dedicated storage room with a 1.5 hr fire rated self-closing door. The storage room is 1,273 sf and has a maximum occupancy of 4 people. There are thirty-six (36) individual storage units. These storage units measure approximately 5' x 3' with doors that close off each unit. Unit owners of the storage units will have to provide their own lock for their storage unit. Two walls of the storage room are comprised of poured concrete shear walls. The partition walls are 2-hr fire rated construction comprising of 2 layers of 5/8" fire code C on either side with 2" sound insulation in-between, 3 ½" 16-gauge metal studs 16" o.c.

4. Common Laundry There is a laundry room located in the cellar of the building that is accessible from the building corridor. The laundry room measures approximately 14'9" by 11'9" at its widest and 8'3" at it narrowest. The laundry room will have two (2) Commercial Grade Washer: CROSSOVER Model #: WHLFP817M and will also have two (2) Commercial Grade Electric Dryers: CROSSOVER Model #: DLHF0817E. The laundry room will have a 1.5 hr. fire-rated self-closing door and will have a maximum occupancy of 2 people.

5. Pet Spa: There is a pet spa located in the cellar of the building that is accessible from the building corridor. The pet spa measures approximately 11'9" by 7'1" and has a maximum occupancy of 1 person. The pet spa will have a 1.5 hr. fire rated self-closing door. The pet spa room will have a dog wash station by Vevor Item #: K1EO1025 or approved equal. The station is constructed from stainless steel, has a load bearing capacity of 440 lbs. and comes with an aluminum soap box, stainless steel hot/cold faucet, stainless steel shower head and stand and pet brush.

6. Bike Storage: There is bike storage provided in the cellar. Bike storage room is approximately 12'3" x 18'2", has 237 sf and has a maximum occupancy of 1 person. The bike storage room will have a vertical bike rack system for securing 25 bicycles.

7. Fitness & Yoga Center:	There is a fitness & yoga center located in the cellar that measures 27'8" x 54'2" and has an area of 1,737 sf and has a maximum occupancy of 34 persons. The fitness room is accessed from the fitness center vestibule via a common corridor.
8. Music Room	There is a music room in the cellar which measures 9'10" x 19' 6" and has an area of 172 sf with a maximum occupancy of 3 persons. Music room is accessible through the common corridor and has a 1.5 hr fire rated self-closing door.
9. Maker Room	There is a maker room in the cellar which measures 10' 1" x 18'5" and has an area of 196 sf with a maximum occupancy of 3 people. The maker room is accessible through the common corridor and has a 1.5 hr fire rated self-closing door.
10. Spa	There is a spa located in the cellar that consists of a steam room, sauna, changing rooms, lockers, treatment room, and toilets. The spa is accessed through a glass door from the amenity gallery vestibule via a common corridor. The total area of the spa is 709 sf with a maximum occupancy of 5 persons
11. Screening Room:	There is a screening room located in the cellar accessed via the common corridor. Break room measures 17' x 28'1" and will have a 1.5 hr fire rated self-closing door. The screening room has an area of 500 sf with a maximum occupancy of 10 persons. The screening room will be equipped with sport simulator equipment
12. Residents Lounge:	There is a resident lounge located on the 2nd floor of the building. The resident lounge located on the 2nd floor of the building for the residents. The lounge measures 23' wide by 30'1" wide and is accessed via a foyer from the common corridor. Residents lounge has an area of 847 sf, has a maximum occupancy of 16 people, and will be finished with seating.
13. Game Room:	There is a game room located on the 2nd floor of the building. The game room measures 23'8" wide by 22' long, has an area of 836 sf, and has a maximum

occupancy of 16 persons. The game room will have built-in shelving on the northwestern portion of the room. There will be a game nook connected to the game room which measures 24'3" x 7'3" and will be set up with two card tables and bench seating for each table. There is a card room located off the game room which is dedicated to a card table. Card room measures 11' wide by 10' 11" long and will be access via a pocket door from the game room. Card room has a maximum occupancy of 3 people.

14. Children's Room: There is a children's room located on the 2nd floor of the building. The children's room measures 15'5" wide by 19' long, has 315 sf, and has a maximum occupancy of 7 persons. The children's room will have two dedicated closets in this space which will be built after completion of the room. There is a bathroom located inside the kids' room which is accessed from the kids' room that will have a toilet and a sink.

15. Lavatory: There is an ADA compliant lavatory located on the 2nd floor of the building adjacent to the foyer for the residential amenities. This lavatory will have a 1.5 hr fire rated self-closing door and will be fully accessible to all residents.

16. Dining/Pantry: There is a dining room and pantry located on the 2nd floor of the building. The dining room measures 20' 1" x 12' 8", has an area of 308 sf, and has a maximum occupancy of 20 persons. The dining room will be accessed via the common corridor and a 1.5 hr fire rated self-closing door. This dining room will be connected to a pantry via 6' French style doors made from wood. The pantry will include a refrigerator, dishwasher, stove, and prep counter for residents.

17. Terrace: There is a recreation terrace located on the 2nd floor of the building. This terrace is for the residents and can be accessed from the dining room area through 6' wide double swing doors or from the lounge via one (1) 6' wide door or two (2) 3' wide doors. Terrace measures approximately 15' 9" x 42' 1". The terrace will have a metal guardrail system in place that will be 3'6" above the finished floor. The

terrace will be covered with 2'x2' pavers set on pedestals and will have a smaller amenity terrace which will have one (1) electric BBQ grilling station.

18. Package Alcove: There is a package room located adjacent to the lobby approximately 8'11" deep by 13' 10" wide. Package room has a 1.5 hr fire rated self-closing door and is accessed via the building attendant.

19. Mail Room: There is a mail room located adjacent to the lobby waiting area with a size of 9'6" x 3' 1". Mailboxes are manufactured by AF Florence Model #: 4C06D-10 in black finish.

J. Plumbing and Drainage:

1. Water Supply:
   a) There will be (2) two DEP approved 4-inch domestic water service & 6-inch fire protection water service. Domestic water supply to the building from street water main will be metered by (1) one meter. After the water meter assembly and DEP code required back flow preventer device, water is pumped from a triplex constant pressure booster to all plumbing fixtures and equipment in the building from the cellar to the roof.
   Warranty: standard warranty extends for twelve months from date of shipment.
   Main shut off valve will be located into the Water Room in the cellar.

   b). Water Piping:

      1). Service piping - AWWA ductile iron class 52 and 104.

      2) Above ground – Copper type "L" ASTM B-88.

   c). Insulation of water piping:
   All domestic water piping including cold, hot and hot water return shall be copper, insulated and sized as required by Building Code. Cover all hot water pipe and all cold-water pipe with Manville micro-lok AP-T plus fiberglass insulation 1" thick. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers. Thickness of insulation shall be Energy Code compliant as it shown on contract plans.

2. Fire Protection System:

   a) The 6" combined Sprinkler/Standpipe water supply with DEP approved double check detector valve for the Fire Protection system. Main flow control valve / switch is located in the Water Meter Room. The 6" combined Sprinkler/Standpipe and 6" Standpipe risers located within the stair core. Fire Protection System will be as per New York City Building Code. All residential units (except bathrooms and closets), all common spaces, and below grade spaces are to be fully sprinkler protected.

   b) Riser of 6" steel pipe, schedule 40 with Victaulic couplings or equal and fittings located

in stair core. Sprinkler mains of 2-1/2" or larger to be Schedule 10 steel pipe, all others to be Schedule 40 steel pipes. Drain risers are to be galv. Schedule 40 pipe.
Location: Stair Core.

c) Sprinkler Head: UL and MEA approved quick response, pendant, upright and sidewall sprinkler heads.
Location: Provided throughout the Building. Entire Building is protected by sprinklers, except in areas not required to be sprinklered by Code.

d) Siamese connection: located as per NYC Building Department requirements at the 1st floor facade. The finish to be Polished Bronze or Brass with caps painted green.

f) Fire Pump: 750 GPM, 3550 RPM, working pressure 145 PSI, Horsepower 100 HP, Manufacturer & Model number: A-C Fire Pump series 1580, model 6x6x11F-L UL/FM listed vertical inline fire pump.
Warranty: standard warranty extends for twelve months from date of shipment.

g) Jockey Pump: 10 GPM, 3500 RPM, working pressure 155 PSI, Horsepower 3.0 HP, Manufacturer & Model number – GRUNDFOS model CR3-13 with Pump controller.
Warranty: standard warranty extends for twelve months from date of shipment.

3. Fire Water Storage Tank: Not required/ Not provided.

4. Water Pressure and How Maintained:

a) The building from the cellar and above is furnished with two (2) separate triplex constant pressure booster system to feed one zones of water supply for entire building. The booster pumps system will be a lead/lag triplex water booster pump WB-1 sized at 60 GPM, 97 ft. head, 5 HP and WB-2 sized at 66 GPM, 208 ft. head, 10 HP. Pump WB-1 will be manufactured by GRUNDFOS Model #CR20-2*, pump WB-2 will be manufactured by GRUNDFOS Model #CR20-4* or an alternate acceptable manufacturer.

Warranty: standard warranty extends for twelve months from date of shipment.

b) The Hydrant flow test provided by NYC DEP dated 09/13/2024 indicates a static pressure of 79 PSI with a residual pressure of 78 PSI with 750 GPM flowing.

c) Hose bibs and trap primers in the common areas of the cellar level will operate on street pressure.

d) The domestic water pressure within the apartments will be maintained by the booster pump systems between approximately 80 PSI max at the first floor and 33 PSI min at the roof.

e) Maximum pressure at any fixture will be 83 PSI as required by NYC code.

f) All domestic water piping including cold and hot water return shall be copper, insulated and sized as required by Code; 1" thick Pre molded Fiberglass. Cover all hot water pipe and all cold-water pipe with Manville micro-lok AP-T plus fiberglass insulation

with thickness as specified on contract drawings; 1" thick for cold and hot water piping; ½" thick for horizontal storm piping; 1 ½" thick domestic cold and hot water risers. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers.

g) Pipe sizing and installation to be as per New York City Building Code.

5. Building Sanitary Sewage system

a) Permit as required for DEP Site connection proposal for a new 8-inch combined sewer shall be required including special inspections for flow control of storm water retention.

b) Sewer piping materials shall be E.H.C.I. pipe hub & spigot ASTM 74; sanitary waste gravity discharge to street combined sewer, sized as required and shown on the drawings. Duplex sewage ejector pump is provided on cellar level.
(1) one duplex sewage ejector pump will be manufactured by Federal Pumps Co. with pump model # VSA-4F-2-4, at 150 GPM, 31 ft. head, 1.5hp. or an alternate acceptable manufacturer.
Warranty: standard warranty extends for twelve months from date of shipment.

c) Building will have multiple stacks and vent system with all areas above grade flowing by gravity to adjacent sewers in street.

d) Sewer will be discharged into New York City sewer system.

6. Permits Required:

a) DEP approval and permit required for Site sewer connection proposal.

b) DEP approval and permit are required for new Domestic water and Fire services backflow preventer device including required filing of GEN 236 and 215B forms. The backflow prevention application was approved by DEP on 03.04.2025, approval # 25102326. Permit issued 3/25/2025 #: M01105098-S5-PL

7. Storm drainage system:

a) Detention tank.
Concrete detention tank area of 206 sq.ft (15.6'x13.3'), located in the cellar, drained by gravity to 6" storm sewer. Active storage depth is 4.09', total capacity – 843 cu.ft or 6,306 gal.
The material of the 8" combined sewer is EHCI, to be connected to an existing 15" combined sewer main in the bed of Amsterdam Avenue with a slope of 2.08%. Hermetic access opening shall be provided with minimum dimensions of 24"x36" and shall be oversized.

b) Storm drainage will be collected via bulkhead, roof and terrace drains and spill to the detention tank and discharged to combined sewer into the street main.

c) Storm drainage system shall be installed as designed and as required per New York City Building Code with storm water retention roof drains that control the storm water flow on the roof. The main roof will consist of (4) 4" controlled flow roof drains with (4) 4" overflow roof drains. The roof over EMR/Mechanical room will consist of two (2) 4" controlled flow roof drains with two (2) 4" overflow roof drains.

d) All areas above grade will flow by gravity.

e) All leaders will be cast iron with No-hub fittings.

f) The storm drainage from areas under Cellar level will be pumped by Sump Pumps to the building storm drainage system. Duplex sewage ejector pump will be manufactured by Federal Pumps Co. with pump model # VSP-4F-2-4, at 100 GPM, 30 ft. head, 2.0hp. or an alternate acceptable manufacturer. Duplex sump pump will be manufactured by Federal Pumps Co. with pump model # VSP-2C-2-4, at 100 GPM, 30 ft. head, 2.0hp. or an alternate acceptable manufacturer.
Warranty: standard warranty extends for twelve months from date of shipment.

g) Elevator pits Sump Pump: 50 GPM, 20 ft. head, Model Number: SE50 (STANCOR), ½ HP, 3,600 RPM.
Warranty: standard warranty extends for twelve months from date of shipment.

K. Heating Systems:

1. The heating system is designed to maintain an indoor temperature of 72° F indoors when outside temperature is 15° F.
2. Heating for (37) thirty-seven Residential Units will be provided by an HVAC system with ducted Electrical heat pumps, manufactured by Mitsubishi or approved equal, see Schedule on mechanical plans. Heat is provided in accordance with the controls sequencing. Heating system is designed based on energy performance maintaining space temperature settings from local programmable thermostat for each Air Handler (indoor) unit. The thermostat will maintain space temperature based on time-of-day settings. There will have filter bank installed on return. Air Ducts will be insulated with 1" of felt insulation within the ducts and 1 ½" externally. Provide insulation for first 8 feet of outlet piping as required to comply with section C403.11.3 (2020 NYCECC). Provide insulation for recirculating system piping including the supply and return piping as required to comply with section C403.11.3 (2020 NYCECC). Refer to table "Minimum pipe insulation thickness" on M- 101.
3. Domestic hot water for all apartments and common areas is provided by (2) two electric water heaters with 12.3 KW capacity each and (2) two heat pump water heaters 40 KW capacity each. Hot water heaters will be manufactured by A.O.SMITH, GOLD series model # DRE-80-12 or approved equal. 80 Gal., 12.3 KW, 208 V, 3 PH, 49 GPH @100°F rise, Standby Loss 0.65 %/hour.
Warranty is provided by A.O. Smith:
    - Limited Tank Warranty Term: 3 Years;
    - Limited Parts Warranty Term: 1 Years.

   The system will have circulation pumps and hot water return piping to maintain the temperature of the hot water circulated to fixtures as per NYC code. There is no instant hot water system in the residential units.

   Hot pump water heaters will be manufactured by Mitsubishi, model # QAHV-N136TAU-HPB, thermal conductive type or approved equal. 40 KW, 208/230 V, 3 PH, 14.01 EER, 4.11 COP, outdoor.

Warranty is provided by Mitsubishi.

Hot water Heater for non-residential unit: will be provided by an instantaneous, electric water heaters made by EEMAX, MOD #SPEX55T-ML, 4.125 kW; energy efficiency rating 0.99 EF, 0.97 UEF, under lavatory.

Warranty is provided by EEMAX:

- 5-year limited warranty on leaks, 1-year on parts.

4. Air Handler units: See Air conditioning tabulation in Schedule on mechanical plans for equipment.

i. Heating for the non-residential unit - Fitness, Break Room, Sport simulator, Studio/Yoga, Maker Room, Music Room, Lounge, Game Room, Kids Room will be provided by ducted Electrical heat pump manufactured by Mitsubishi (models number PEFY-P06NMAU-E4, PEFY-P08NMAU-E4, PEFY-P12NMAU-E4, PEFY-P15NMAU-E4, PEFY-P18NMAU-E4, PEFY-P24NMAU-E4, PEFY-P27NMAU-E4, PEFY-P36NMAU-E4, PEFY-P48NMAU-E4) with condensing unit (models number PUHY-P72TNU-A, PURY-P144TNU-A) located on the main roof. (Air conditioner units schedule finds on M-503 and Appendix).

Energy efficiency rating for PUHY-P72TNU-A: 21.1 IEER, 11.9 EER, 4.03 COP. Energy efficiency rating for PUHY-P144TNU-A: 23.1 IEER, 11.0 EER, 3.43 COP.

Warranty is provided by Mitsubishi, see below in #8.

ii. Heating for all residential units will be provided by ducted Electrical heat pumps with condensing units located on the main roof and bulkhead. (Air conditioner units schedule is on M-503 and Appendix).

iii. Heating for Trash Comp. Room, Electrical Room, Telecom, Water Meter Room, Fire Pump Room, Residential Storage, Commercial Storage, Bike Room will be provided with electrical baseboard heaters.

BBH-1: Manufacturer Q-Mark, Model CSH-07A 3 feet length, two element, 208V, 1PH, 1,125 kW, 3,840 BTU/HR 375 WATTS/FT, 5.4 AMPS.

BBH-2: Manufacturer Q-Mark, Model CSH-07A 3 feet length, three element, 208V, 1PH, 2,250 kW, 7,680 BTU/HR 750 WATTS/FT, 10.8 AMPS.

Optional built-in controls include: line voltage thermostat (SPST or DPST); two-stage thermostat; power on/off switch; transformer relay; and power relay.

Warranty: 5 years warranty element; 1 year warranty workmanship.

iv. Heating for bathrooms located at perimeter wall & underneath roof will be provided with the toilet electric heaters.

TEH-1: Manufacturer BERKO, Model SRA 1012DS, 3,413 BTU/HR, 1000/500 WATTS, with Thermostat.

Warranty is provided by BERKO.

5. Hot Water and refrigerant water piping are Type K, Type L, copper for sizes less than 3" and schedule 40 steel for sizes 3" and above.
6. Ductwork, Hot and Cold Water, Refrigerant Piping insulation has an R-value as specified on mechanical and plumbing drawings and in compliance with NYC Energy Conservation Code.
7. Valves are rated for the temperatures and pressures of the system they serve.
8. Warranty is provided by Mitsubishi, which warrants all parts of this heating or air-conditioning unit, including outdoor model PUHY-P72TNU-A, PURY-P96TNU-A, PUHY-P96TNU-A, PURY-P120TNU-A, PUHY-EP120TNU-A, PURY-P144TNU-A and indoor model #'s PEFY-P06NMAU-E4, PEFY-P08NMAU-E4, PEFY-P12NMAU-E4, PEFY-P15NMAU-E4, PEFY-P18NMAU-E4, PEFY-P24NMAU-E4, PEFY-P27NMAU-E4, PEFY-P30NMAU-E4, PEFY-P36NMAU-E4, PEFY-P48NMAU-E4. This warranty covers defects in materials and workmanship that appear under normal use and maintenance.
    a. Warranty coverage begins on the "installation date." The installation date is one of two dates: (1) the installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate or (2) if the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date.
    b. The warranty lasts for a period of up to 10 years if the following conditions are satisfied:
        i. Vacuum drying at commissioning per Mitsubishi's instructions.
        ii. All brazing of pipework was performed with nitrogen flow in pipe to eliminate oxidation.
        iii. Pressure checking the pipework per Mitsubishi's guidelines to ensure no leaks.
        iv. Correct refrigerant charge was weighed in at time of commissioning.
        v. Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
        vi. Installation of equipment and pipework was completed as per Mitsubishi's instructions.
        vii. Equipment was operating within Mitsubishi's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.
        viii. Mitsubishi will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is Mitsubishi's only responsibility under this warranty.

Thermostat: Mitsubishi remote controller Model PAR-33MAA-J. All publicly accessible thermostats shall be protected by plastic cover/box and be lockable, to allow access by maintenance personal only.

L. Gas Supply:

Natural gas metered service is supplied by Con Edison. One (1) common gas meter will be provided in the building for the standby gas generator.

Gas pipes to be Schedule 40 as per New York City Building Code. All Gas piping up to 3" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping 4" in size or larger shall utilize welded fittings.

M. Air Conditioning:

1. The air conditioning systems are designed to maintain an indoor temperature of 75°F DB inside when 89°F DB/ 76°F WB outside. A year-round heating and cooling system consisting of Mitsubishi Electrical heat pump with outdoor mounted condenser units for residential apartment units each. Apartment air handlers have ducted air distribution inside apartments. Refrigerant pipes will be constructed of copper and insulated. Piping will consist of a 2-pipe system. Units inside the apartments will have the ability to either provide heating or cooling. Each indoor air handler unit will be provided with its own heating and cooling thermostat and function per the programmed sequence of operation. The thermostat will have the ability to control the fan and mode of operation automatically based on room conditions. All piping shall be properly insulated. All exterior metals, including fasteners, must be corrosion resistant.
   Dunnage: The dunnage provided will be steel, concrete or concrete blocks which are flashed with liquid membrane. An additional curb will be provided by Greenheck. The units are all set on internal spring isolators to reduce vibration and noise. Dunnage is provided by the manufacturer shall be with galvanized metal curbs.

2. Common stairs will not be cooled.

3. All ductwork running in unconditioned areas shall be insulated with R-6 fiberglass insulation. All refrigerant piping shall be insulated with Armaflex insulation with protective tape all around in accordance with NYC Energy Conservation Code see table in the Appendix. All mechanical equipment on the roof shall be provided with vibration isolators and flexible connection & be elevated 18" above finish floor to prevent snow accumulation and mounted on the curb or dunnage attached to building structure.

N. Ventilation:

1. Bathrooms are provided with exhaust at the NYC code required intermittent rate of 20 CFM or 50 CFM per each toilet depending on the apartment. The main vertical exhaust risers exhaust air via the main roof mounted main exhaust fans. All main roof fans will have duct mounted static pressure sensor with VFD drive on each exhaust fan.

2. All kitchens are provided with common exhaust fans at the NYC code required intermittent rate of 450 CFM with hood connections in each kitchen. The main vertical exhaust risers exhaust air via the main roof mounted main exhaust fans. All main roof fans will have duct mounted static pressure sensor with VFD drive on each exhaust fan.

3. Residential units are also ventilated via operable windows.

4. All corridors are ventilated in accordance with current mechanical code by energy recovery ventilation (ERV) system. ERV installed on the main roof, manufactured by Renewaire, model #HE2XRT.

5. Stairs are not ventilated.

6. All utility rooms in the cellar are provided with adequate ventilation to comply with the NYC Mechanical Code. Utility rooms are provided with an exhaust system via the bulkhead mounted exhaust fan.

7. The noise rating of mechanical ventilation is code compliant and is specified in the APPENDIX-MECHANICAL AND PLUMBING EQUIPMENT, FAN SCHEDULE

O. Electrical System:

1. Electrical System: Electrical service will be provided into main electric room in the Cellar level. Service from Con Edison shall be sized as per building's electrical loads in accordance with the New York City Electrical Code. Service to the building will be 5000A, 120/208 volt, 3- phase, 14-4" sleeves with 4" RGS conduits and distributed to individual Units and base Building electrical systems via power and lighting panels. Dedicated service and electrical equipment for individual Units and base Building distribution systems are sized based on their respective loads. All feeders are sized based on NYC Electrical Code and will be copper. The wire sizes as per electrical drawings considering ampacity, condition of installation and voltage drop

2. Main electrical room consolidating individual Units and common electrical equipment is located in the Cellar level of the building. Local distribution equipment for Units is situated in their respective spaces. Power for Units is distributed from meter banks and disconnect switches in main electrical room.

3. Service to individual Units from meter banks include dedicated feeders that run to each Unit and terminates at the apartment panel boards. Unit feeders sized as required by load

and voltage drop. Each Unit feeder is protected by individual overcurrent protective device at the meter bank location and consists of:
- 3p-100A C/B for apartment #2.1, 3#2, #6G-1 ½" C;
- 3p-125A C/B for apartments #3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 5.1, 5.2, 5.3, 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.3, 9.1, 3#1, #6G-1 ½" C;
- 3p-125A C/B for apartments #9.2, 9.3, 10.1, 10.2, 10.3, 11.1, 11.2, 11.3, 12.1, 12.2, 3#1/0, #6G-2" C;
- 3p-125A C/B for apartments #13.1, 13.2, 3#2/0, #6G-2" C;
- 3p-150A C/B for apartments #14.1, 15.1, 16.1, 17.1, 18.1, 3#3/0, #6G-2" C.

4. Residential Unit Service: The residential panel board will be rated to comply with the New York City Electrical Code, and takes into account all equipment provided in Units such as washing machines, clothes dryers, dishwashers, microwaves, air conditioning equipment, etc.

5. All residential Units will be supplied with 120/208V, 1 phase, 3 wire + ground, 42 pole power panels with single and double pole circuit breakers in each unit.

6. Common Areas:
Power and Lighting panels will be provided to distribute electricity to the loads in all common areas and to be circuited from the dedicated electrical house meter. Individual branch circuit protection will be sized and rated based on the connected loads and requirements of the code, which shall include lighting, receptacles, air conditioning and heating etc.

7. Fire Detection Alarm Systems:
   a) Smoke detection and sprinkler fire alarm system is provided as required in accordance with NYC Building code including monitoring modules for water flow and tamper switches as required for the sprinkler-fire alarm system, with smoke detection for cellar in utility rooms.
   b) Protection type smoke alarms and combination CO detector, hard wired, with battery backup, 120 volts are provided in each Unit as required by Code. Maintenance of safety and warning devices is the responsibility of the Unit Owner.

8. Adequacy: Residential:
   a) Service: Capacity provided for each Unit will be in accordance with Code requirements, sized at 120/208V, 3 phase, 3 wires + ground:
- 3p-100A C/B for apartment #2.1, 3#2, #6G-1 ½" C;
- 3p-125A C/B for apartments #3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 5.1, 5.2, 5.3, 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.3, 9.1, 3#1, #6G-1 ½" C;
- 3p-125A C/B for apartments #9.2, 9.3, 10.1, 10.2, 10.3, 11.1, 11.2, 11.3, 12.1, 12.2, 3#1/0, #6G-2" C;
- 3p-125A C/B for apartments #13.1, 13.2, 3#2/0, #6G-2" C;
- 3p-150A C/B for apartments #14.1, 15.1, 16.1, 17.1, 18.1, 3#3/0, #6G-2" C.

Service will be adequate to meet normal Unit appliance, lighting and air

conditioning loads.

b) Lighting and Fixtures: Shall be in accordance with Architectural reflected ceiling plan and lighting fixture schedule.

c) Convenience Outlets: Receptacles will be provided in all rooms to meet the New York City Electrical Code. All receptacles in Units will be protected with AFCI (Arc Fault Circuit Interrupting) type circuit breakers, except as otherwise required by NYC Electrical Code.

d) Appliance Outlets: Appliance receptacles will be provided in kitchens. Dedicated appliance receptacles will be provided for laundry equipment and individual loads such as cooking range and clothes washers & dryers. Ground fault receptacles will be provided in all bathrooms, kitchens, and at Unit terraces.

1) 20 amps, 120V circuits are provided to handle lighting and general-purpose receptacles.
2) 20 amps, 120V circuits are provided in the kitchen area for 120V kitchen appliances. Each appliance outlet above counter will be GFCI type.
3) 20 amps, 120V circuits in the bedrooms area are provided with AFCI type circuit breakers in the apartment panels.
4) 20 amps, 120V single phase circuits for dishwashing machine are provided.
5) 2p-30 amps, 208V, 1 phase circuits are provided for electric washer/dryer units.
6) 20 amps, 120V single phase circuits for refrigerators are provided.
7) 20 amps, 120V single phase circuits for bathroom toilet electrical heater for apartments.
8) 20 amps, 120V single phase circuits for microwaves all apartments are provided.
9) 2p-20 amps, 208V, 1 phase services are provided to all Air Handler units.
10) 3p-70 amps, 208V, 3 phase services are provided to Condenser units for all apartments.
11) 2p-50 amps, 208V, 1 phase services for electrical range for all apartments.
12) Public area lighting complies with Housing Maintenance Code and Multiple Dwelling Laws.

e) The generator will be installed on the roof of the building. The spark-ignited gas fired generator manufacturer GENERAC, model SG150, 208/120V, 3 PH, 4W, 150 kW/188 kVA, 60 Hz; weatherproof and acoustic enclosure level.

P. Telephones, Intercom and Security Systems:

1. Telephone services will enter the building from Amsterdam Avenue and be fed to a telecom room located in the Cellar Level. It will then be distributed throughout the building through risers and sleeves. Each Unit will receive telephone service to a closet within the Unit.

2. Wiring will be installed in each Unit to enable the Unit Owner to obtain telephone and cable television service at the Unit Owner's Expense.

4. Intercom will be provided by Urmet model #2n IP or approved equal. There will be no CCTV system installed. Warranty period for the intercom system will be for a period of 1 year from installation.

4. High speed internet service will be available for all Units provided by Spectrum, Optimum or Verizon FIOS.

Q. Public Area Lighting:

1. Common areas: Public area lighting complies with all applicable codes.

(i) Residential Storage: Linear Integral LED by Coronet 5.5w.ft

(ii) Residential Bike Room: Linear Integral LED by Coronet 5.5w.ft

(iii) Service Corridors: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED

(iv) Amenity Corridor: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED & Decorative Sconce by EcoSmart 4.2 w LED

(v) Fitness Center: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED; Linear Integral LED by Coronet 5.5w.ft

(vi) Screening Room: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED

(vii) Laundry Room: Linear Integral LED by Coronet 5.5w.ft

(viii) Pet Spa: Linear Integral LED by Coronet 5.5w.ft

(ix) Studio & Yoga: 2" recessed adjustable warm-dim downlight with replaceable optics by Visual Comfort & Decorative Flush Mount by EcoSmart-A19 4.2w LED

(x) Spa: 2" recessed adjustable warm-dim downlight with replaceable optics by Visual Comfort & Decorative Flush Mount by EcoSmart-A19 4.2w LED

(xi) Break Room: Linear Integral LED by Coronet 5.5w.ft

(xii) Makers Room & Music Room: Decorative Pendant by EcoSmart 4.2w LED

(xiii) Lobby: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED & Decorative custom Sconce by Ecosmart 4.2w LED & Low voltage warm dim flexible linear LED Strip by Q-Tran 2.5w LED & Recessed 1" downlight by Apure 12w LED,

(xiv) Mailroom: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED

(xv) Motor court & Driveway: 2" Recessed Adjustable warm dim downlight with replaceable optics by Visual Comfort 17w LED & 2" recessed ingrade uplight by Uguzzini 3.88w LED & Low Voltage Linear LED by Q-Tran 3w LED & Decorative Pendant by EcoSmart 4.2w LED

(xvi) Kids Room: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED & Low Voltage Warm Dim Flexible Linear LED Strip by Q-Tran 2.5w LED

(xvii) Game Room & Nook: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED & Decorative Table Lamp by EcoSmart 4.2w LED & Decorative Sconce by EcoSmart 4.2w LED & Decorative Chandelier by EcoSmart 4.2w LED & Decorative Custom Sconce by EcoSmart 4.2w LED

(xviii) Card Room: Low Voltage Warm Dim Flexible Linear LED Strip by Q-Tran 2.5w LED & Decorative Chandelier by EcoSmart 4.2w LED

(xix) Lounge: Decorative Sconce by EcoSmart 4.2 w LED & Low Voltage warm dim flexible linear LED Strip by Q-Tran & 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED & Decorative Sconce by EcoSmart 4.2w LED & 2" recessed ingrade uplight by Iguzzini 3.88w LED & Low Voltage warm dim flexible Linear LED Strip by Q-Tran

(xx) Dining Room: Decorative Chandelier by EcoSmart 4.2w LED & 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED

(xxi) Pantry: 2" recessed adjustable warm dim downlight by Visual Comfort with replaceable optics 17w LED

(xxii) Exterior Terrace 2nd Floor: Surface Mounted Monopoints by BK Lighting 7w LED & Decorative Exterior Sconce by EcoSmart 4.2w LED & Low Voltage Linear LED by Q-Tran 32 LED

2. Exterior lighting: Exterior lighting fixtures in public areas will include the following: Surface Mounted Monopoints by BK Lighting 7w LED; Decorative Exerior Sconce by EcoSmart 4.2w LED; Low Voltage Linear LED by Q-Tran 32 LED; Decorative Pendant by EcoSmart; Surface Mount Wall Fixture by RAB 19w LED. Exterior lighting will meet all applicable codes and standards.

R. Garages and Parking Areas: There is a parking garage located on the 2nd floor of the building. The parking spaces are in compliance with the Zoning, Code and Regulations, including dimensional compliance. The parking garage is accessed via the 1st floor motor court and driveway for the building. The entrance to the 1st floor driveway is from West 88th Street. The driveway is 18'9" wide by 50' 11" long and leads to a motor court with a radius of 29'9". The driveway and motor court. The porte cochere and driveway will have pavers, four (4)

area drains connected to underground plumbing piping for discharge into the building sewer and drainage system, which is to be insulated, as well as a 4" trench drain at the driveway entrance which will also be connected into the building sewer and drainage system piping. There is a car transfer system by CARDOK SA for cars to be parked from the motor court drop-off to their final parking space. The automated parking system is in compliance with applicable building codes and regulations. The manufacturer of the scissor lift system is Tilepark and consists of a scissor lift located in the transfer room that car will be located on and then lifted to final location. The lift system is a double scissor lift manufactured by CARDOK SA. The pallet dimensions are 5500mm x 2350mm and the lifting height is 5300mm. The lifting capacity including the pallet is 4500kg. The power supply is 208/3ph and the motors are 14 kw. The warranty for the system is 1 year. The system shows a vehicle height of 7' which is typical for tall SUVs. There is adequate vertical clearance, and you will be able to park an ADA Van up to 8'2" tall. Parkers will have a 7' 1" wide unloading zone on the north side of the pallet and a 6' 6 ½" wide unloading zone on the south side of the pallet to disembark from their vehicles. Pallet surface for scissor lift system is constructed from diamond plate galvanized steel. The parking system is unattended. The automated garage on the 2nd floor is provided with adequate ventilation to comply with the NYC Mechanical Code. The automated garage is equipped with an exhaust system via inline fan GaX-1 manufacturer GREENHECK, model SQ-100-VG, with a capacity of 1,210 cfm, 115V/1PH, motor HP ¼. The automated garage is equipped with automatic-dry sprinkler system with upright sprinkler heads. The dry pipe valve & compressor is located in Fire pump room in cellar. .

S. Swimming Pools:

There is no swimming pool. There is a sauna and steam room located in the cellar of the building. The manufacturer of the spa and sauna is Bradford Wellness Spa. Adjacent to the spa and sauna room, there will be two (2) changing rooms and one equipped with a shower room. The steam room measures 6'8" x 11'2". The sauna measures 7'1" x 11'2". The treatment room measures 9'4" x 17'2". There will be two (2) changing rooms, lockers for residents, and two bathrooms, one of which will be ADA accessible. Access to the sauna will be from the amenity corridor in the basement through a double glass door measuring 6'8" wide x 7' tall.

T. Tennis courts, playgrounds

and recreation facilities: There are no playgrounds in the building. There is a fitness center located in the cellar that measures 29'x47'8" and has an area of 1,504 sf and has a maximum occupancy of 30 persons. The fitness room is accessed from the fitness center vestibule via a common corridor. The fitness center will have clear glass and mirrored walls by Bendheim Glass Company, will have rubber flooring by Summit International Flooring as well as Faux-Wood Flooring by NUWUD from the classic collection Mendota. There will ADA Drinking Fountain – Elkay Swirl flow Bi-Level fountain mechanical bubbler with in-wall carrier non-filtered non-refrigerated stainless steel finish Model #: EDFPBM117C. A List of Gym equipment is provided below:

Pull up bar	1	Rouge Fitness	SKU RF0513
Adjustable bench	1	Rouge Fitness	SKU RA0280-12
Dumbbell rack	1	Rouge Fitness	SKU RF0772-DB-DB-KB
Dumbbells	2	Rouge Fitness	SKU IP0001
Dumbbells	2	Rouge Fitness	SKU IP000
Dumbbells	2	Rouge Fitness	SKU IP0004
Dumbbells	2	Rouge Fitness	SKU IP0005
Dumbbells	2	Rouge Fitness	SKU IP0006
Dumbbells	2	Rouge Fitness	SKU IP0007
Kettlebells	1	Rouge Fitness	SKU IP0008
Kettlebells	1	Rouge Fitness	SKU IP0009
TV	1	Samsung	MODEL UN75RU7100
Mount	1	Dynex	MODEL DX-HTVMM1703-C
Mirror	3	Fab Glass and Mirror	MODEL GM48x60
Rubber Floor	1	Rouge Fitness	SKU RG0001

U. Permits and Certificates:

i. Permits:

Permit #:	Status:	Type	Issued Date:	Expiration Date:
M01193127-I1-FN	Issued	Const. Fence	03/13/2025	11/09/2025
M01176641-I1-VT	Issued	Elevator	02.13.2025	12/31/2025
M01157927-I1-EL	Issued	Electrical	12/18/2024	07/29/2025
M01114030-I1-EL	Issued	Electrical	09/19/2024	09/29/2025

M01113142-I1-SH	Issued	Sidewalk Shed	09/19/2024	09/19/2025
M01113142-I1-SF	Issued	Scaffold	09/19/2024	09/19/2025
M01072903-I1-GC	Issued	Gen Const.	07/18/2024	07/01/2025
M00888954-I1-FD	Issued	Full Demolition	11/20/2024	07/01/2025
M01105098-S2-FO	Issued	Foundation	03/21/2025	10/01/2025

Conducted concurrently with construction with final sign- off at the issuance of the Certificate of Occupancy. Government agencies affiliated with review and approval for Certificate of Occupancy include: Department of Buildings, Parks Department, Department of Law, Department of Finance, and Department of Transportation. Annual Inspections needed are below:

i. **Sprinkler Inspection**

ii. **Elevator (annual Cat 1 Inspection, Cat 5 inspection required every 5 years**

iii. **Fire Alarm every year**

iv. **Fire doors require annual inspection per NFPA 80**

v. **RPZ inspection required annually**

vi. **The building will be in full compliance with Local Law 97**

ii. **Violations:** As of March 14, 2025, there is one (1) open DOB ECB violation and two open DOB Violations Sponsor will cure any open violations on the project.

OATH/ECB	Status	Respondent	Violation Date	OATH/ECB Penalty Due
39046489L	Open	Amsterdam 88LLC	8/24/2021	0

DOB Violation	Status	Respondent	Violation Date	Penalty Due
042523LBLVIO04325	Open	Amsterdam 88LLC	4/25/2023	$1,000.00
092324LBLVIO03133	Open	Amsterdam 88LLC	9/23/2024	$1,000.00

Searches have been requested of the following agencies to determine if any violations exist:

- NYC Fire Department
- NYC Department of Air Resources
- NYC Certificate of Inspection
- Sponsor will cure any outstanding violations prior to closing.

V. Units Information:

1. Units: Finish schedule:

Typical Unit Kitchen:

i. Ceiling – Paint by Benjamin Moore Chantilly Lace Flat

ii. Crown, Cornice, Walls, Trim Base – Paint by Benjamin Moore Chantilly Lace Flat Finish

iii. Backsplash & Countertop – Stone by BAS Stone Calacatta Crestola Honed Finish

iv. Metal Hood – TBD

v. Island Countertop – Stone by Danby Stone in Olympia White Danby Finish

vi. Island Millwork – By Christopher Peacock Designs comprised of ¾" x 2" Veneer Core Plywood Batten with 5/8" hardwood dovetailed sides and 3/8" veneer Core plywood bottom with ½" thick veneer core plywood backing. Special Finish White Dove in Matt Lacquer.

vii. Floor – Wood by Sota Flooring Krypton European White Oak 5/8" thick with 4mm wear layer Ultra Matte finish by Sota Floors. Warranty for 1 year.

viii. Upper & Lower Cabinets – – By Christopher Peacock Designs comprised of ¾" x 2" Veneer Core Plywood Batten with 5/8" hardwood dovetailed sides and 3/8" veneer Core plywood bottom with ½" thick veneer core plywood backing. Special Finish White Dove in Matt Lacquer. Wood species TBD, Special Finish White Dove in Matt Lacquer

Typical Primary Bathroom:

i. Ceiling, Crown – Paint by Benjamin Moore Chantilly Lace in a flat finish on ceiling and eggshell finish on crown

ii. Doors – Paint by Benjamin Moore Chantilly Lace in Satin Finish

iii. Walls – Paint by Benjamin Moore Chantilly Lace in Eggshell Finish

iv. Built in Shelving – Wood by Madera Blonde American Black Walnut in Matte Finish

v. Vanity Mirror – Bendheim glass clear mirror Model # Ram-331

vi. Vanity Cabinet - Wood by Madera Blonde American Black Walnut in Matte Finish

vii. Vanity Counter – Stone by ABC Stone Worldwide Angora in a Honed finish

viii. Vanity Cabinet Legs – Metal by La Forge Nickel in a polished finish

ix. Mosaic Floor – Stone Mosaic Tile in a honed finish

x. Floor Tile, shower walls, floor, and bench – Stone Angora in a Honed Finish

xi. Floor Border Tile – Stone Afyon White Honed Finish

xii. Shower Glass – Glass by Bendheim Ribbed Glass RAM-1063

xiii. Shower Ceiling & Toilet Room Wall – Paint by Benjamin Moore Chantilly Lace ceiling flat finish and wall eggshell finish

xiv. Toilet Room Floor – Stone Angora in a Honed Finish

Typical Secondary Bathroom:

i. Ceiling & Walls – Paint by Benjamin Moore Chantilly Lace ceiling in a flat finish and walls in an eggshell finish

ii. Wainscot, casing, bathtub niche, bathtub apron – Stone Nestos White in a Honed Finish

iii. Vanity Countertop – Stone Snow White Slab in a honed finish

iv. Vanity Cabinet –

v. Vanity Cabinet Legs – Metal by La Forge Chrome in a Polished Finish

vi. Base – Stone Nesto White in a Honed Finish

vii. Mosaic Floor – Stone Mosaic Tile in a Honed Finish

viii. Floor Border – Stone Snow White Slab in a Honed Finish

ix. Shower Glass - Glass by Bendheim Ribbed Glass RAM-414

x. Shower Walls – Stone Nestos White in a Honed Finish

Typical Powder Room:

i. Ceiling – Paint by Benjamin Moore Bone White Flat Finish

ii. Crown/Cornice – Stone Paonazzo Slab Honed Finish

iii. Walls – Paint by Benjamin Moore White Sand in an Eggshell Finish

iv. Vanity Integrated Mirror – Glass by Bendheim Clear Mirror Ram-331

v. Vanity - Stone Paonazzo Slab in a Honed Finish

vi. Floor – Wood Krypton European Oak Rift Cut 5/8" thick with 4mm wear layer Ultra Matte Finish by Sota Floors. Warranty for 1 year

Living Room:

i. Ceiling – Paint by Benjamin Moore Chantilly Lace in a Flat Finish

ii. Crown/Cornice/Walls – Paint by Benjamin Moore Chantilly Lace in an Eggshell Finish or Satin Finish

iii. Floor – Wood Krypton European Oak Rift Cut 5/8" thick with 4mm wear layer Ultra Matte finish by Sota Floors. Warranty for 1 year

2. All painted walls and ceilings are to have one (1) primer coat and two (2) finish coats of paint specified above.

Kitchen Appliances:

Typical Units Floors 3rd-11th

i. Refrigerator – Subzero 48" Classic French Door Refrigerator/freezer panel Ready Model # CL4850UFD/O
Units 7B-11B will have Subzero 42' Classic French Door Refrigerator/freezer panel Ready Model # CL4250UFD/O
ii. Wine Storage – Subzero 24" Designer Undercounter Wine Storage Model #: DEU2450W/L
iii. Speed Oven – Wolf 30" E Series Transitional Drop-Down Door Model #: SPO30PE/S/PH
iv. Warming Drawer – Wolf 30" Warming Drawer Model #: WWD30
v. Wall Oven – Wolf 30" Single Wall Oven E-Series, Transitional Trim, SS Model #: SO3050PE/S/P
vi. Dishwasher – Miele 24" Dishwasher Model #: G5056SCVI or Miele 18" Dishwasher Model #: G5482SCVI
vii. Range – Wolf 36" Electric Induction Range 5 Zone Model #: IR36551/S/P
viii. Hood – BEST 36" Hood and Blower Model #: CP55IQ369SB
ix. Disposal – In Sink Erator Model #: PRO01100XL
x. Laundry – Washer/Dryer by LG 27" Front Load washer Model #: WM5500HWA and front load electric dryer Model #: DLHC5502W

Units on 12th & 13th Floor:

i. Refrigerator – Subzero 30" Designer Column Panel Ready Model #: DEC3050R/R
ii. Freezer – Subzero 24" Designer Column Freezer with Ice Maker Model #: DEC2450FI/L
iii. Wine Storage – Subzero 24" Designer Wine Storage Model #: DEC2450W/L
iv. Speed Oven – Wolf 30" E Series Transitional Drop-Down Door Model #: SPO30PE/S/PH
v. Warming Drawer – Wolf 30" Warming Drawer Model #: WWD30
vi. Wall Oven – Wolf 30" Single Wall Oven E-Series, Transitional Trim, SS Model #: SO3050PE/S/P
vii. Dishwasher – Miele 24" Dishwasher Model #: G5056SCVI or Miele 18" Dishwasher Model #: G5482SCVI
viii. Range – Wolf 48" Induction Range Model #: IR48751/S/P
ix. Hood – BEST 48" Hood & Blower Model #: CP57IQT489SB
x. Disposal – In Sink Erator Model #: PRO01100XL
xi. Laundry – Washer/Dryer by LG 27" Front Load washer Model #: WM5500HWA and front load electric dryer Model #: DLHC5502W

Units on 14th – 18th Floors

i. Refrigerator – Subzero 36" Designer Column Panel Ready Model #: DEC3650R/R
ii. Freezer – Subzero 24" Designer Column Freezer with Ice Maker Model #: DEC2450FI/L
iii. Wine Storage – Subzero 24" Designer Wine Storage Model #: DEC2450W/L
iv. Speed Oven – Wolf 30" E Series Transitional Drop-Down Door Model #: SPO30PE/S/PH
v. Warming Drawer – Wolf 30" Warming Drawer Model #: WWD30

vi. Wall Oven – Wolf 30" Single Wall Oven E-Series, Transitional Trim, SS Model #: SO3050PE/S/P
vii. Dishwasher – Miele 24" Dishwasher Model #: G5056SCVI or Miele 18" Dishwasher Model #: G5482SCVI
viii. Range – Wolf 48" Induction Range Model #: IR48751/S/P
ix. Hood – BEST 48" Hood & Blower Model #: CP57IQT489SB
x. Disposal – In Sink Erator Model #: PRO01100XL
xi. Laundry – Washer/Dryer by LG 27" Front Load washer Model #: WM5500HWA and front load electric dryer Model #: DLHC5502W

Unit 2A (Super's Apartment)
i. Range – GE 30" Induction Range Model #: PHS930YPFS
ii. Refrigerator/Freezer – GE 30" Model #: GDE21EYKFS
iii. Dishwasher – GE 24" Model #: GDT630PYRFS
iv. Microwave/HOOD – GE 30" Model #: JVM316ORFSS
v. Laundry – Washer/Dryer by LG 27" Front Load washer Model #: WM5500HWA and front load electric dryer Model #: DLHC5502W

Cellar Laundry Room:
i. Commercial Grade Washer - CROSSOVER Model #: WHLFP817M
ii. Commercial Grade Electric Dryer – CROSSOVER Model #: DLHF0817E

Break Room:
i. Refrigerator – GE 24" Model #: GPE12FSKSB
ii. Microwave – GE Model #: GCST07N1WSS

Lobby Package Room:
i. Lobby Refrigerator – Summit Model #: SCRR232
ii. Lobby Freezer – Summit Model #: SCFF237LH

2nd Floor Dining & Pantry:
i. Refrigerator/Freezer – Subzero 30" Model #: DET3050CI/L
ii. Dishwasher – Miele 24" Model #: G5056SCVI
iii. Warming Drawer – Wolf 30" Model # WWD30
iv. Speed Oven – Wolf Model #: SP030PE/S/PH
v. Induction Top – Wolf Model #: CI30460C/B

Game Room:
i. Ice Machine – Summit 24" Model #: BIM44FIFADA
ii. Dishwasher – Miele 24" G5056SCVI
iii. Refrigerator – Summit 24" Undercounter Fridge Model #: AL54IF

Roof Terrace:
i. Electric Outdoor Grill – Electri-Chef Model #: 8800-EC-1056-I-D-48
ii. Outdoor Refrigerator – Summit Model #: ADRD241PNR

Plumbing Fixtures:

Typical Unit Kitchen:

i. Faucet – Kallista Central Park West Bridge Faucet with Side Sprayer in Polished Nickel Finish

ii. Undermount Sink – Kallista Soltiere 33” Stainless Steel Kitchen Sink

iii. Pot Filler – Kallista Central Park West Pot Filler in Polished Nickel

iv. Bar Faucet – Kallista Central Park West Gentleman’s bar faucet in Polished Nickel

v. Bar Sink – Kohler Strive 15” Undermount Bar Sink K-5287-NA in Stainless Steel

vi. Filter Faucet – Kallista Contemporary Filter Faucet in Polished Nickel

Typical Unit Primary Bathroom:

i. Sink Faucet, Low Spout, Lever Handles – Kallista Central Park West Sink Faucet, Low Spout, Lever Handles in Polished Nickel

ii. Undermount Sink – Kallista Perfect, Under-mount Sink, Centric Rectangle with Overflow Glazed in White Finish

iii. Toilet – Toto Ulta Max IIS300E One-Piece Toilet – 1.0 GPF in #01 Cotton Finish

iv. Smart Toilet Add On – Toto UltraMax II 1G Washlet in #01 Cotton Finish

v. Freestanding Bath Faucet with Hand shower – Kallista Central Park West Freestanding Bath Faucet with Hand shower in Polished Nickel Finish

vi. Bathtub – Kallista Laura Kirar Freestanding Bath P50206 in White Finish

vii. Shower Head with Arm – Kallista Central Park West Shower Head with Arm in Polished Nickel Finish

viii. Shower Controls – Kallista Central Park West Thermostatic Trim, Lever Handle, Volume Control, Transfer control in Polished Nickel Finish

ix. Hand shower – Kallista One Wand Dual-Function Hand shower with Hose P24843 in Polished Nickel Finish

x. Toilet Paper Holder – Kallista Central Park West Toilet Paper Holder in Polished Nickel Finish

xi. Towel Bar – Kallista Central Park West Towel Bar 24” P31425 in Polished Nickel Finish

xii. Towel Bar for Glass – Kallista Central Park West Towel Bar, 18” in Polished Nickel Finish

xiii. Rain Showerhead – Kallista Laura Kirar Air Induction Rain Showerhead P21676 in Polished Nickel Finish

xiv. Shower Drain – Kohler 1.25” x 36”-60” Lineal Drain Channel in Stainless Steel Finish

Typical Units Secondary Bathroom

i. Sink Faucet, Low Spout, Lever Handles – Kallista One Nazare, Sink Faucet, Low Spout, Lever Handles in Polished Chrome

ii. Undermount Sink – Kallista Perfect, Under-mount Sink, Centric Rectangle with Overflow Glazed in White Finish

iii. Toilet - Toto Eco Ultramax One-Piece Toilet, 1.28 GPF, ADA Compliant, Elongated Bowl in #01 Cotton Finish.

iv. Showerhead with Arm: - Kallista One Showerhead with Arm in Polished Chrome Finish

v. Shower Controls – Kallista One Nazare Single Control, Trim, Lever Handle, Transfer Trim in Polished Chrome Finish

vi. Hand shower – Kallista One Wand Dual Function Hand shower with Hose P24843

vii. Toilet Paper Holder – Kallista One Toilet Paper Holder in Polished Chrome

viii. Towel Bar – Kallista One Towel Bar 18” in Polished Chrome Finish

ix. Bathtub – Kallista Perfect 60” x 32” Bathtub Model # P50047 or Barbra Barry Bath 60” x 32” Bathtub Model # P50014 in White Finish

x. Shower Drain – Kohler 1.25” x 36”-60” Lineal Drain Channel in Stainless Steel Finish

xi. Medicine Cabinet – Robern Round Corner 24” x44” Metal Cabinet Model #: CC2444D4RC84TU in Polished Stainless-Steel Finish

Typical Unit Powder Room:

i. Sink - Wetstyle Undermount Sink Model #: VOV815U in White Finish

ii. Faucet - Kallista Central Park West, Sink Faucet, Lever Handles in Unlacquered brass finish

iii. Toilet - Toto Eco Ultramax One-Piece Toilet, 1.28 GPF, ADA Compliant, Elongated Bowl in #01 Cotton Finish

iv. Toilet Paper Holder – Kallista Central Park West Toilet Paper Holder in Unlacquered brass finish

v. Towel Ring - Kallista Central Park Towel Ring, P31422 in Unlacquered brass finish

Second Floor Amenities:

Game Room:

i. Bar Faucet – Kallista Quincy bar faucet in unlacquered brass finish

ii. Undermount Sink – Rocky Mountain Hardware SK215, Bar Sink 15"x 7 7/8" x 15" Light Antique Bronze Finish

iii. Filter Faucet – Kallista Contemporary Filter Faucet in unlacquered brass finish

Powder Room 1:

i. Undermount Sink – Kallista Perfect Undermount Sink, centric rectangle with overflow glazed in white finish

ii. Faucet/Lever Handles – Samuel Heath Three Hole Lavatory Filler with pop up waste in Brushed Gold Gloss Finish

vi. Toilet – Toto Eco Ultramax One-Piece Toilet, 1.28 GPF, ADA Compliant, Elongated Bowl in #01 Cotton Finish

iii. Toilet Paper Holder – Kohler Purist Pivoting Toilet Paper Holder K-14377 in Vibrant Brushed Moderne Brass finish

iv. Grab Bars – One (1) 36" by Kohler Purist 36" Grab Bar Model #: K-11895-2MB and One (1) 42" by Kohler Purist 42" Grab Bar Model #: K1189602 MB in Vibrant Brushed Moderne Brass Finish

Powder Room 2:

i. Undermount Sink – Kallista Perfect Undermount Sink, centric rectangle with overflow glazed in white finish

ii. Faucet/Lever Handles – Samuel Heath Three Hole Lavatory Filler with pop up waste in Brushed Gold Gloss Finish

vii. Toilet – Toto Eco Ultramax One-Piece Toilet, 1.28 GPF, ADA Compliant, Elongated Bowl in #01 Cotton Finish

v. Toilet Paper Holder – Kohler Purist Pivoting Toilet Paper Holder K-14377 in Vibrant Brushed Moderne Brass finish

vi. Grab Bars – One (1) 36" by Kohler Purist 36" Grab Bar Model #: K-11895-2MB and One (1) 42" by Kohler Purist 42" Grab Bar Model #: K1189602 MB in Vibrant Brushed Moderne Brass Finish

Power Room 3:

i. Undermount Sink – Kallista Perfect Undermount Sink, centric rectangle with overflow glazed in white finish

ii. Toilet – Toto Eco Ultramax One-Piece Toilet, 1.28 GPF, ADA Compliant, Elongated Bowl in #01 Cotton Finish

iii. Faucet – Kallista Per Se Single Control Faucet in Polished Nickel Finish

iv. Toilet Paper Holder - Kallista Per Se Toilet Paper Holder in Polished Nickel Finish

Pantry:

i. Faucet – Kallista VIR STIL Pull down Kitchen Faucet in stainless steel finish

ii. Sink – Kohler Strive 32" Undermount Single Bowl Kitchen Sink with Accessories Model #: K5285-NA

Cellar Amenities:

Cellar Maker Space:

i. Sink – Blanco Precision R0 Super Single Apron Sink Model #: SKU 513439 in Stainless Steel Finish

ii. Faucet – Kohler Pull Down Kitchen Sink Faucet Model #: CRUE K-22972 in Vibrant Stainless-Steel Finish

Cellar Fitness Center:

i. ADA Drinking Fountain – Elkay Swirl flow Bi-Level fountain mechanical bubbler with in-wall carrier non-filtered non-refrigerated stainless steel finish Model #: EDFPBM117C

ii. ADA Water Fountain Chiller – Elkay The P-56 ADA Drinking fountain can be installed without a bottom stainless steel grille if remote chiller is used. This is T.B.D in the field

Cellar Powder Room:

i. Undermount Sink - Kallista Perfect Undermount Sink, centric rectangle with overflow glazed in white finish

ii. Toilet – Toto Eco Ultramax One-Piece Toilet, 1.28 GPF, ADA Compliant, Elongated Bowl in #01 Cotton Finish

iii. Faucet – Waterworks Ludlow Volta Lavatory Faucet with Lever Handles in Dark Brass Finish

iv. Toilet Paper Holder – Waterworks Ludlow Volta One Arm Toilet Paper Holder in Dark Brass Finish

v. 36" Grab Bar – Waterworks Essentials 36" Grab Bar in Dark Brass Finish

vi. 42" Grab Bar – Waterworks Essentials 42" Grab Bar in Dark Brass Finish

vii. Paper Towel Dispenser and Waste Receptacle – Bobrick B-36903 Trimline Series, Recessed Paper Towel Dispenser/Waste Receptacle.

3. Finish Schedule for Spaces other than units:

a) Yoga & Fitness:

i. Ceiling – Combination of Wood Rift and Quartered Oak in a Matte Finish and Paint by Benjamin Moore Chantilly Lace in a Flat Finish

ii. Water Fountain Wall – Stone by BAS Stone Opera D'Arte Slab in a Honed Finish

iii. Walls: Combination of Stone Ceramic Tile Made Modern G2005 Antique Mirror Color in a Gloss Finish, Metal Panels Dark Metal in a Satin Finish and Glass by BendHeim and Clear Mirror by Bendheim

iv. Trim, Base, Casing: Dark Metal Satin Finish

v. Doors: Dark Metal Satin Finish

vi. Floor: The classic collection Mendota Faux Wood Faux Rift & Quartered Oak

vii. Floor: Muskwood KL-72 Rubber Flooring

b) Maker Space

i. Walls: Wallcovering by Bulletin Board Cork Colored Final Color to be selected & Paint Chantilly Lace by Benjamin Moore in Eggshell Finish

ii. Ceiling: Paint Chantilly Lace by Benjamin Moore in Eggshell Finish

iii. Doors: Clear Glass by Bendheim Low Iron and Tempered & Wood Rift and Quartered Oak with Matte Finish

iv. Floor: Rubber Flooring by HF-Rubber-Nike-Grind Sole Cycle Cortez Model #: HUS-TLE-0058

v. Countertop & Backsplash: Stainless Steel Metal thickness to be finalized on site

c) Music Room:

i. Ceiling – Paint by Benjamin Moore Black Satin Finish
ii. Crown/Cornice – Paint by Benjamin Moore Chantilly Lace in Flat Finish
iii. Wall Covering – Vertigo Impact Acoustic Jute 920 by Habitat Matter
iv. Wall Niche – Paint by Benjamin Moore Windsor Green in Eggshell Finish
v. Doors – Clear Glass by Bendheim Low Iron and Tempered
vi. Floor – Carpet by Crosby Street Studios Frequency Impressionistic HT450 Loop Pile Wool Product #: 10019

d) Cellar Corridor & Elevator Lobby

i. Ceiling – Paint by Benjamin Moore Chantilly Lace in Flat Finish
ii. Walls – Wallcovering by Vinyl Silky Strings 7961 Celestite 54" Width
iii. Floor – Tile Blue De Savoie Light/Dark High Honed Finish by NY Stone
iv. Doors – Clear Glass by Bendheim Low Iron and Tempered

e) Screening Room:

i. Ceiling – Paint by Benjamin Moore Black Satin in Flat Finish
ii. Crown/Cornice – Paint by Benjamin Moore Black Satin in Flat Finish
iii. Walls – Paint by Benjamin Moore Black Satin in Eggshell Finish
iv. Floor – Faux-wood Faux Rift & Quartersawn Oak in Matte Finish

f) Entry Vestibule:

i. Ceiling – Venetian Plaster in Matte/Smooth Finish – Process to be done on site by J Gordon Painted Finishes
ii. Wall – Stone by Naturalstone Crema Beige in High Honed Finish
iii. Wall Base – Stone Blue De Savoie-Dark in Honed Finish
iv. Floor – Stone Blue De Savoie-Light in High Honed Finish & Blue De Savoie-Dark in High Honed Finish

g) Motor Court Vestibule:

i. Ceiling – Venetian Venetian Plaster in Matte/Smooth Finish – Process to be done on site by J Gordon Painted Finishes
ii. Wall – Stone by Naturalstone Crema Beige in High Honed Finish
iii. Wall Base – Stone Blue De Savoie-Dark in Honed Finish
iv. Floor – Stone Blue De Savoie-Light in High Honed Finish & Blue De Savoie-Dark in High Honed Finish

h) Lobby:

i. Ceiling, Ceiling Cove, Wall Paneling – Venetian Plaster in Matte/Smooth Finish – Process to be done on site by J Gordon Painted Finishes

ii. Wall Base, Floor, Fireplace, Hearth, Niche Casing – Stone Blue De Savoie Dark in High Honed Finish

iii. Niches – Glass Mirror Medium Antiqued Mirror

i) Mailroom:

i. Ceiling, Ceiling Cove, Walls – Venetian Plaster in Matte/Smooth Finish – Process to be done on site by J Gordon Painted Finishes

ii. Wall Base, Floor, Sill, Mailbox Ledge – Stone Blue De Savoie Light & Dark in High Honed Finish

j) Elevator Lobby & Cab:

i. Ceiling – Venetian Plaster in Matte/Smooth Finish – Process to be done on site by J Gordon Painted Finishes

ii. Wall Base, Floor – Stone Blue De Savoie Light & Dark in High Honed Finish

iii. Wall Paneling – Special Finish, TBD on site

iv. Elevator Door & Controls – La Forge Dark Bronze Metal in Satin Finish

v. Mirror - Glass Mirror Medium Antiqued Mirror

vi. Handrail – La Forge Dark Bronze Satin Finish

vii. Elevator Cab Paneling – Wood Grey-Stained Oak in Satin Finish

k) Lounge:

i. Ceiling – Paint by Benjamin Moore French Canvass in Matte Finish

ii. Cornice & Wall Paneling – Wood Medium Rift Cut Walnut in Matte Finish

iii. Bookshelf Interior Beau Green 2054-20 in High Glass lacquer Finish

iv. Base – Wood Medium rift Cut Walnut in Matte Finish

v. Floor – Wood Medium Rif Cut Oak in Matte Finish

vi. Fireplace Surround – Stone Rosso Levanto in Honed Finish

vii. Terrace Doors – La Forge Metal Medium Bronze in Oil Rubbed Finish

l) Game Room:

i. Ceiling Beams & Cofer Inset Beau Green 2054020 High Gloss Lacquer Finish
ii. Wall Niche – Wood Medium Rift Cut Walnut in Matte Finish
iii. Walls - Beau Green 2054-20 in High Gloss Lacquer Finish
iv. Floor – Wood Medium Rift Cut Oak in Matte Finish
v. Bar Counter & Cladding – Stone Vanderbilt in Honed Finish
vi. Cordial Locker Millwork – Wood Medium Rift Cut Walnut in Satin Finish
vii. Cordial Locker Mesh – Metal Mesh in Bronze or Antique Brass Finish Honeycomb 1069-99

m) Gaming Nooks:

i. Ceiling – Pain by Benjamin Moore Dove Wing Flat Finish
ii. Millwork – Wood Medium Rift Cut Walnut in Matte Finish
iii. Wall Upholstery – Fabric Imperial Mohair Latte Mothproof 09149567
iv. Banquette Back - Fabric Imperial Mohair Latte Mothproof 09149567
v. Banquette Seat – Leather Rustico 21-3 Canella in Smooth Finish
vi. Banquette Base – Metal Bronze Satin Finish
vii. Floor – Wood Medium Rift Cut Oak in Matte Finish

n) Card Room:

i. Ceiling – Pain by Benjamin Moore Dove Wing Flat Finish
ii. Walls – Wood Medium Rift Cut Walnut in Matte Finish & Leather Rustico 21-3 Canella in Smooth Finish
iii. Doors & Trim – Wood Medium Rift Cut Walnut in Matte Finish
iv. Crown/Cornice – Wood Medium Rift Cut Walnut in Matte Finish
v. Base - Wood Medium Rift Cut Walnut in Matte Finish
vi. Floor – Wood Medium Rift Cut Oak in Matte Finish

o) Dining & Meeting Room:

i. Ceiling – Paint by Benjamin Moore in Ivory White Satin Finish
ii. Ceiling Millwork, Crown, Cornice, Wall Paneling – Wood Medium Rift cut Walnut in Matte Finish

iii. Base – Wood Medium Rift Cut Walnut in Matte Finish

iv. Floor – Wood Medium Rift Cut Oak in Matte Finish

v. Terrace Doors – Metal Medium Bronze by La Forge in Oil-rubbed finish

p) Children's Room:

i. Ceiling – Pain by Farrow & Ball Tunsgate Green in Flat Finish

ii. Walls – Wallcovering by Photowall Inside the Foliage III Vinyl & paint by Farrow & Ball smoked trout in Matte Finish

iii. Doors – Wood European White Oak by Terra Legno in Matte Finish

iv. Shelf Millwork – Wood European White Oak by Terra Legno in Matte Finish

v. Built In Seating – Leather by Moore & Giles in Smooth Finish

vi. Stage – Carpet by Crosby Streel Studios Machine Tufted Woold 1019 RITZ

vii. Floors - Carpet by Crosby Streel Studios Machine Tufted Woold 1019 RITZ

viii. Millwork Niche Frame – Paint by Farrow & Ball Green Smoke in Matte Finish

3. Floor to ceiling heights: There are 18 floors above average grade. Measurement of floor heights is from top of concrete to top of concrete floor above. Exclusive of dropped ceiling areas, soffits, mechanical equipment, including, but not limited to ducts and plumbing elements, structural offsets and boxed out structural beams, as well as changes due to field conditions, the ceiling heights are approximately as follows:

Cellar to 1st floor (marketing "Basement")	14'0"
1st Floor to 2nd Floor (marketing "Ground")	17'4"
2nd Floor to 3rd Floor (marketing "2")	12'
3rd Floor to 4th Floor (marketing "3")	11'
4th Floor to 5th Floor (marketing "4")	11'
5th Floor to 6th Floor (marketing "5")	11'
6th Floor to 7th Floor (marketing "6")	12'
7th Floor to 8th Floor (marketing "7")	11'
8th Floor to 9th Floor (marketing "8")	11'

9th Floor to 10th Floor (marketing "9")	11'
10th Floor to 11th Floor (marketing "10")	11'
11th Floor to 12th Floor (marketing "11")	12'
12th Floor to 13th Floor (marketing "12")	12'
13th Floor to 14th Floor (marketing "14")	12'
14th Floor to 15th Floor (marketing "PH E")	12'
15th Floor to 16th Floor (marketing "PH D")	12'
16th Floor to 17th Floor (marketing "PH C")	12'
17th Floor to 18th Floor (marketing "PH B")	12'
18th Floor to Roof (marketing "PH A")	12' 8"
Roof to Stair Bulkhead (marketing "Roof")	16' 6"
Stair bulkhead roof to	11'
Elevator bulkhead	

4. Lot Line windows constitute less than 10% of the area of the wall on 7th, 8th, 9th, 10th, 11th, 12th, and 13th floors. The windows have one (1) sprinkler head within 18" distance from the window as required for fire protection for these windows. The lot line window is not credited for natural light and ventilation requirements for habitable rooms. As per NYC BC if the adjacent owner will construct a building in the future, the owner of 200 West 88th Street will have to close the opening with fire rated material that has at least a 2 hr fire rating. The lot line window may be blocked by future adjacent construction.

. 5. The 'hall' must be maintained in accordance with the building and fire codes, including relating to prohibitions against placement of furniture or other items which may block the egress path, changing the floor material, removing/replacing lighting fixtures, or otherwise creating an unsafe condition along the required egress path serving the building. Describe responsibility for ongoing maintenance and repair of the 'hall'.

W. Safety and Warning Devises:

1. Fire Alarm: A code compliant fire alarm system will monitor the building fire alarm devices including flow and tamper switches, smoke and heat detectors in common areas and mechanical/electrical rooms. Fire alarm central station is located in a dedicated ATS room located in the building. A fire alarm control panel is located in the lobby "fire command center, ARC Panel, & FSAE Panel" and are fully accessible for fire emergency services to access. Control panel will carry a 1-year manufacturer warranty.

2. Smoke Detection System:

Each Residential unit will contain a combination carbon monoxide/smoke detector/natural gas detector located within each sleeping area and outside each area within 15' from the door to such area. The detector will be wired to 120-Volt local power, provided with internal battery back-up and will be self-contained within its own sounding device. Maintenance of the detectors shall be the responsibility of the individual Residential Unit Owner.

X. Additional information: All dimensions are approximate and subject to construction variances. Plans and dimensions may contain minor variation from floor to floor. The approximate indoor floor area of each Unit has been measured horizontally from the exterior face of the exterior walls to the midpoint of all demising partitions separating one Unit from another Unit, and from common corridors, adjacent stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements; provided however that (i) Columns, mechanical pipes and chases (whether along the perimeter or within the Unit), and (ii) the elevator and shaft on each floor containing residential Units, are not deducted from the measurement of each Residential Unit.

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

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

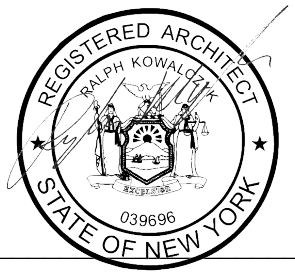
Y. Further development None as of date of this report.

Z. Asbestos: The statement is to disclose that there will be no asbestos-made product, partially or in whole, specified for the construction of this building as per approved plans.

AA. Lead-Based Paint: N/A.

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 March 17, 2026

February 19, 2026



Ralph Kowalczyk, R.A

EXHIBIT "B"

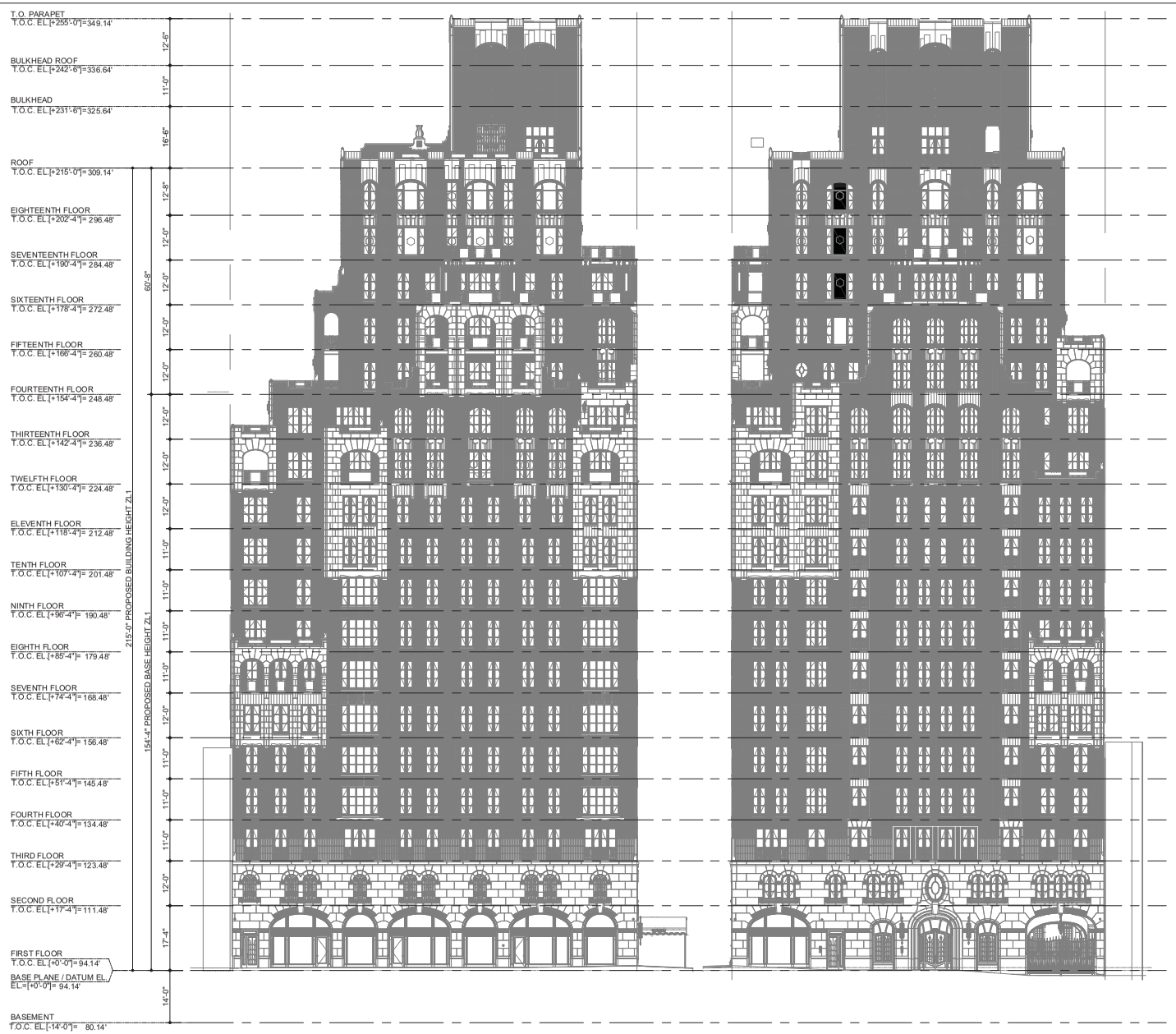
FLOOR PLANS

FLOOR PLANS OF CONDOMINIUM UNITS, SITE PLAN AND ELEVATION DRAWING

THE FLOOR PLANS OF THE UNITS ARE SET FORTH IN THIS SECTION. PROSPECTIVE PURCHASERS ARE ADVISED THAT ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL AS MEASURED FROM THE EXTERIOR FACES OF THE BUILDING TO THE CENTER LINE OF ANY WALL SEPARATING ONE UNIT FROM ANOTHER UNIT AND THE EXTERIOR FACES OF ANY WALLS SEPARATING A UNIT FROM THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS.

Sponsor reserves the right to make changes in the layouts and dimensions of the Units, subject to the terms and conditions of the Plan. Any such changes will be disclosed in a duly filed amendment to the Offering Plan.

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AMSTERDAM 88 LLC

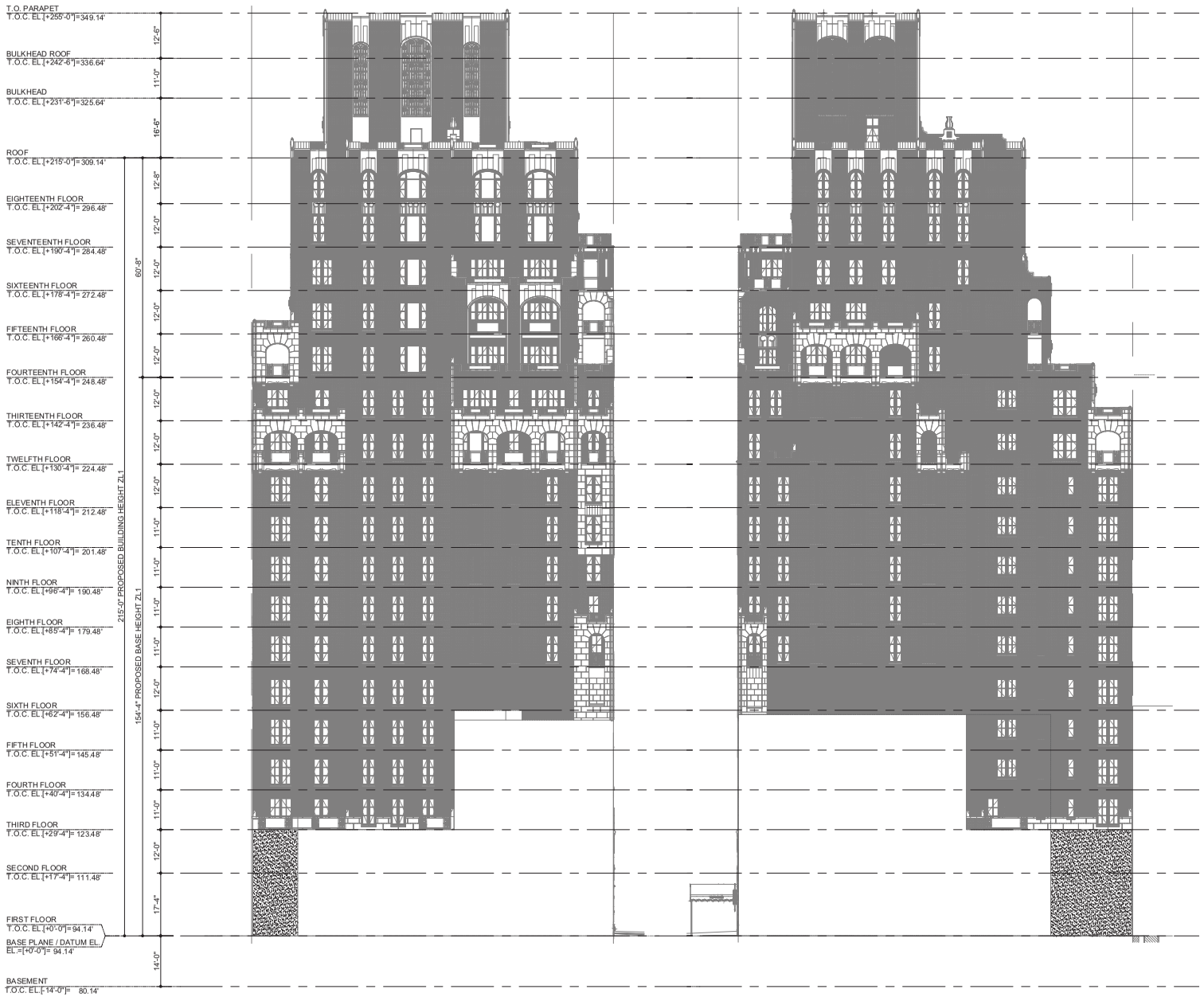
200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

ELEVATION



AMSTERDAM 88 LLC

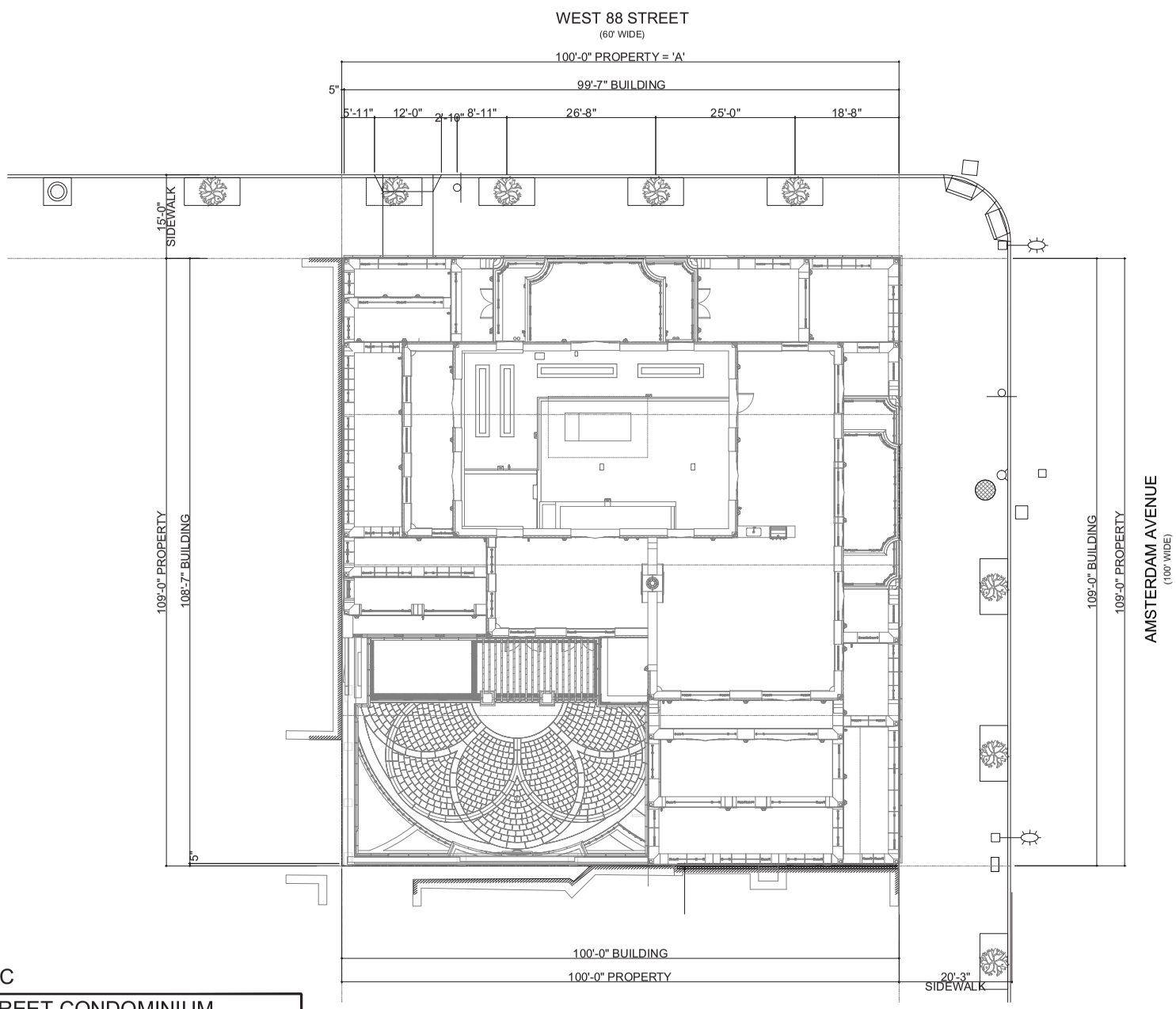
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200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

ELEVATION



AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

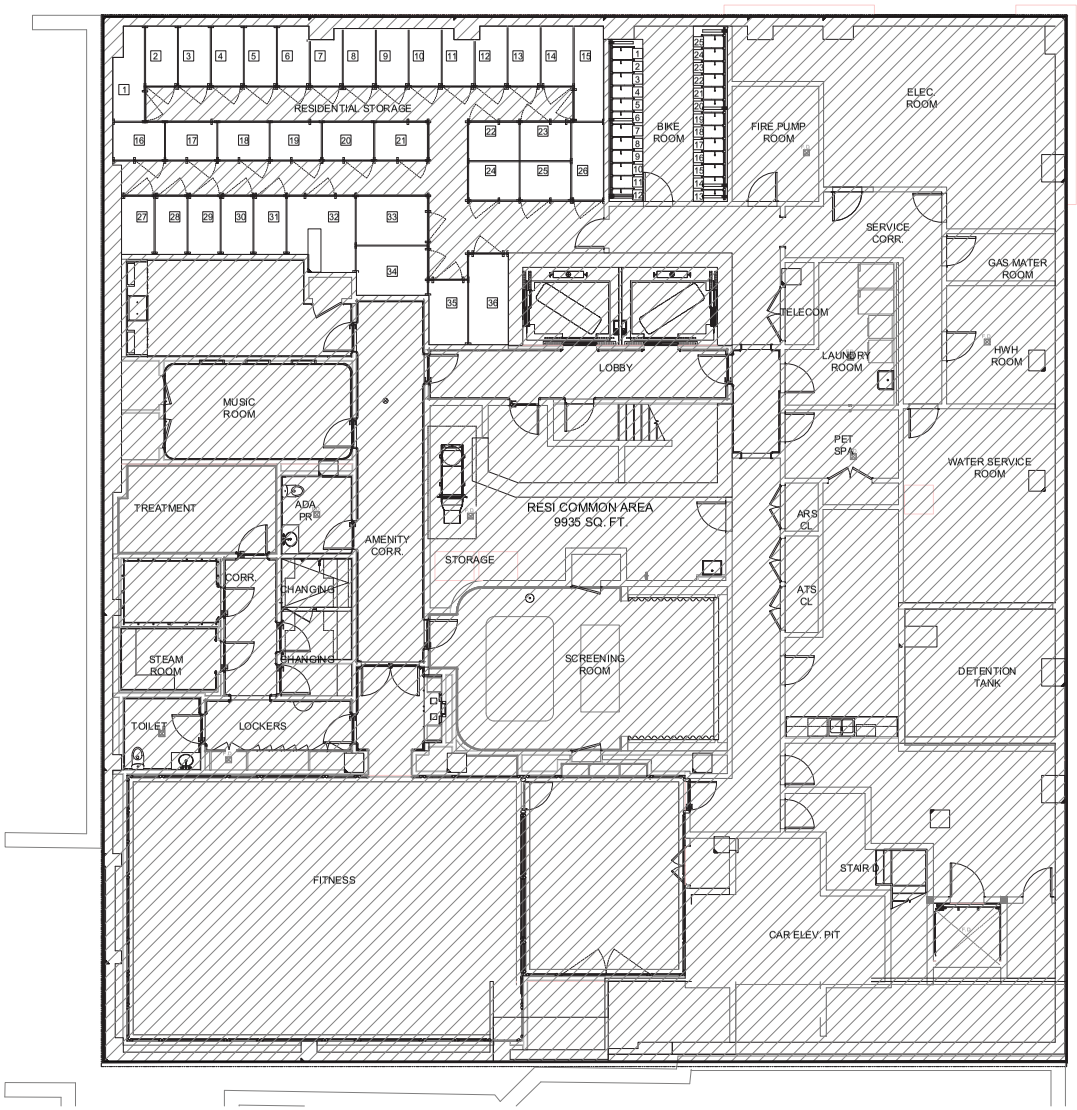
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SITE PLAN

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

- 315 -

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

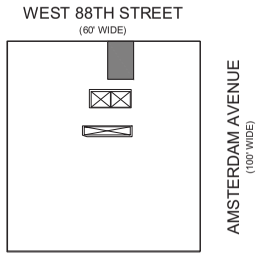
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

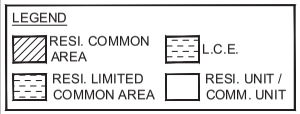
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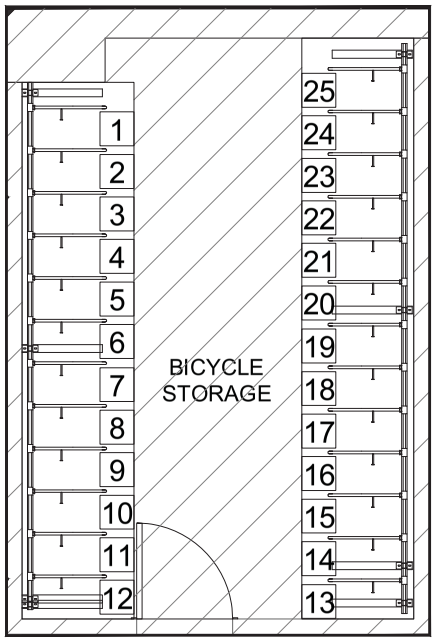
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

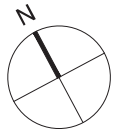
RESI. COMMON AREA = 10815 SQ. FT. RESI. LIMITED COMMON AREA = 0

SCALE: 0' 8' 16' 24'









AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

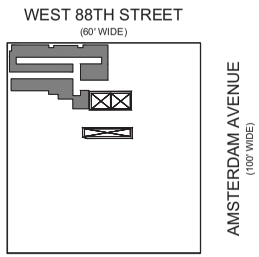
ISSAC & STERN ARCHITECTS

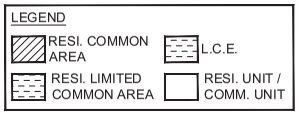
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

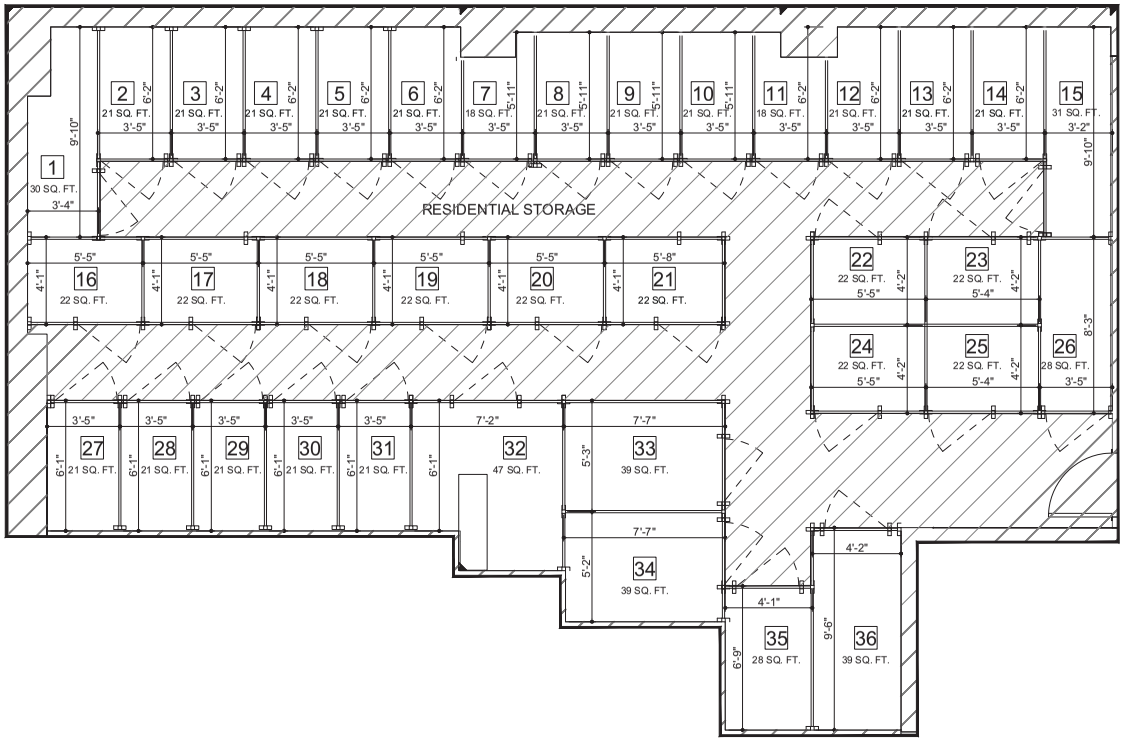
BASEMENT
BIKE STORAGE

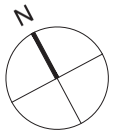


ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.









AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

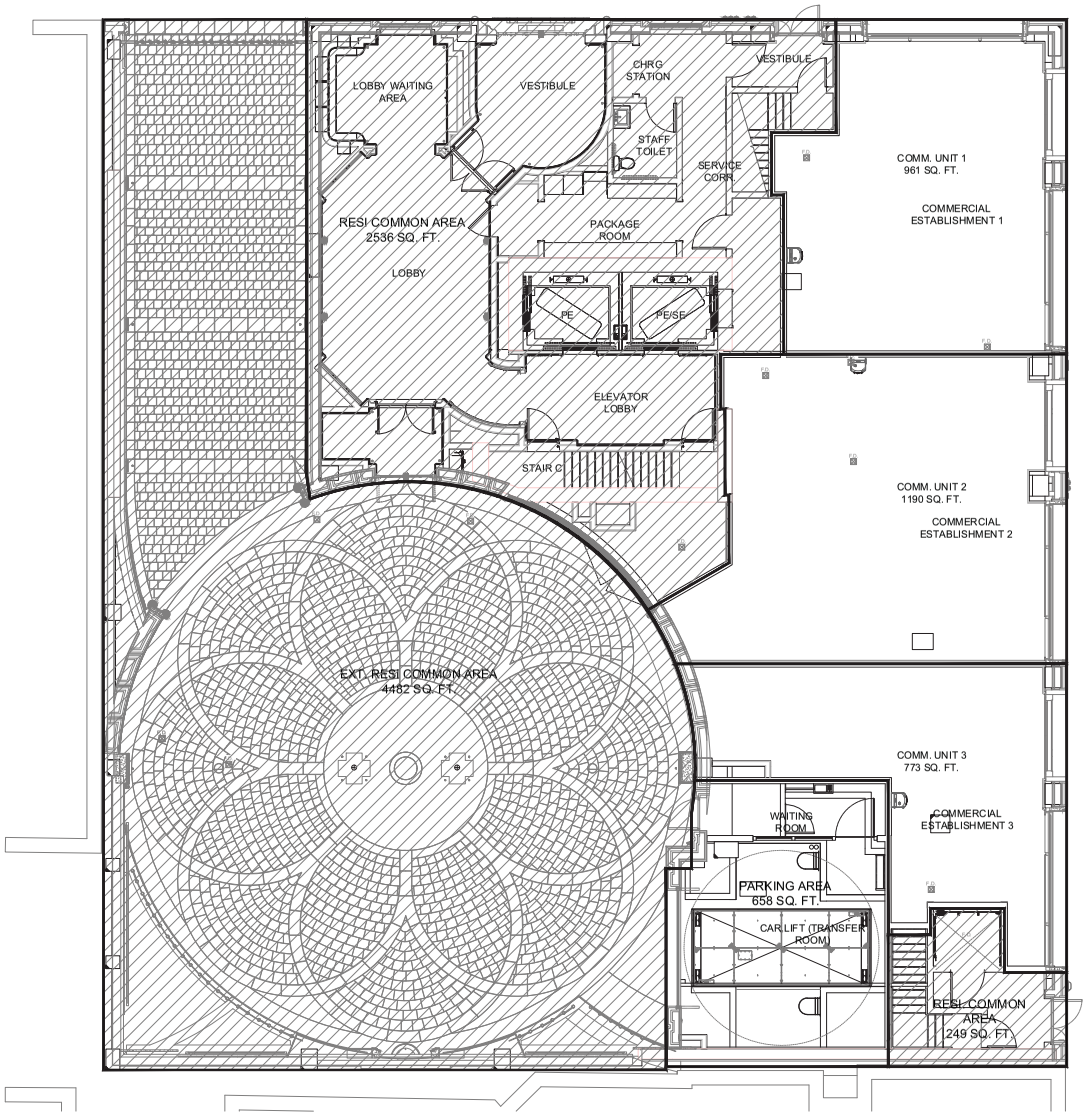
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

BASEMENT
RESIDENTIAL STORAGE



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WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

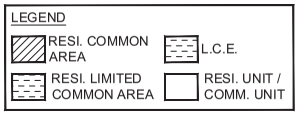
FIRST FLOOR
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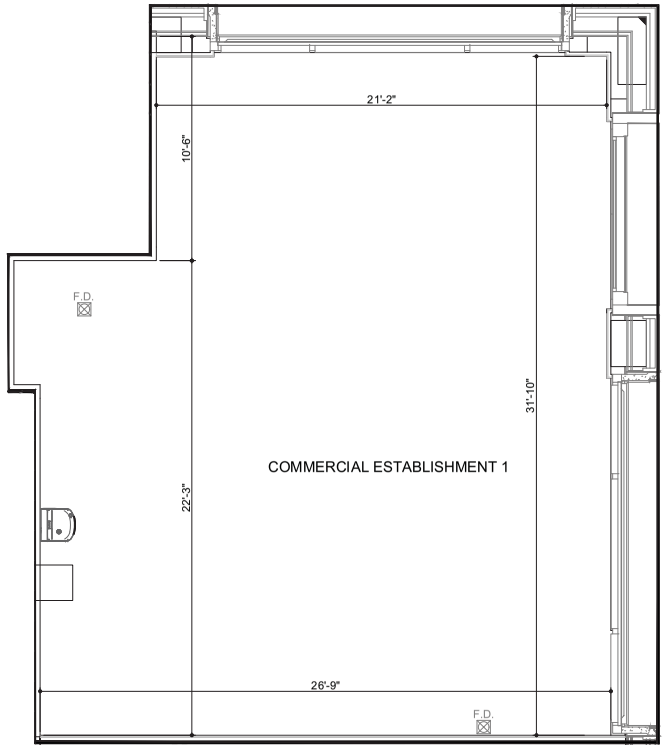
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OF EXTERIOR WALLS.

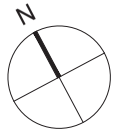
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SCALE: 0' 8' 16' 24'









AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

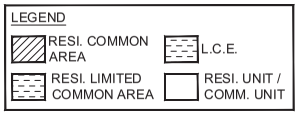
FIRST FLOOR
COMMERCIAL UNIT 1

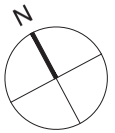
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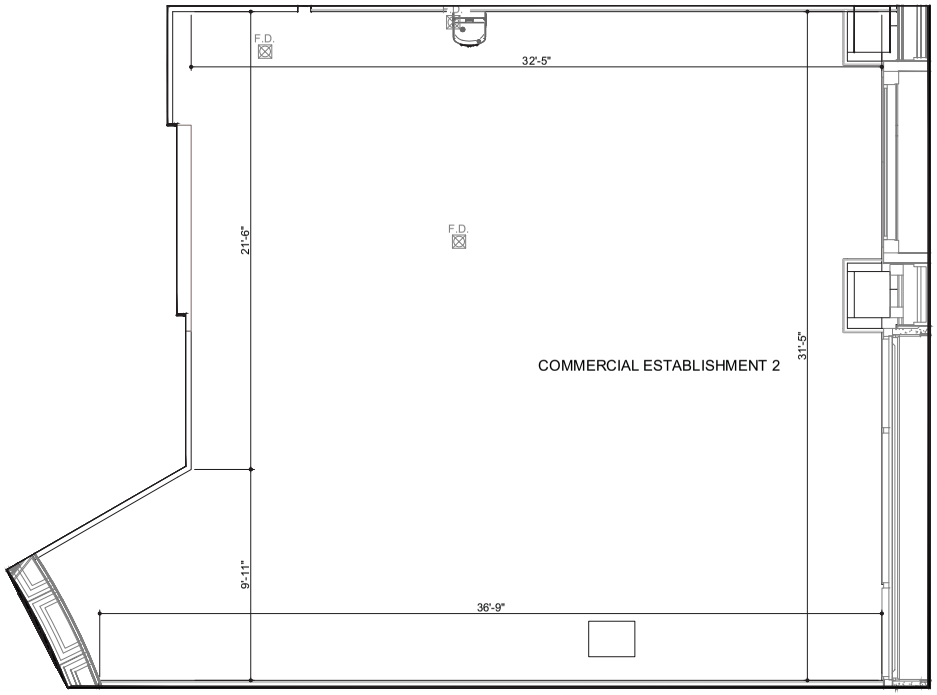


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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

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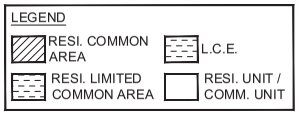
FIRST FLOOR
COMMERCIAL UNIT 2

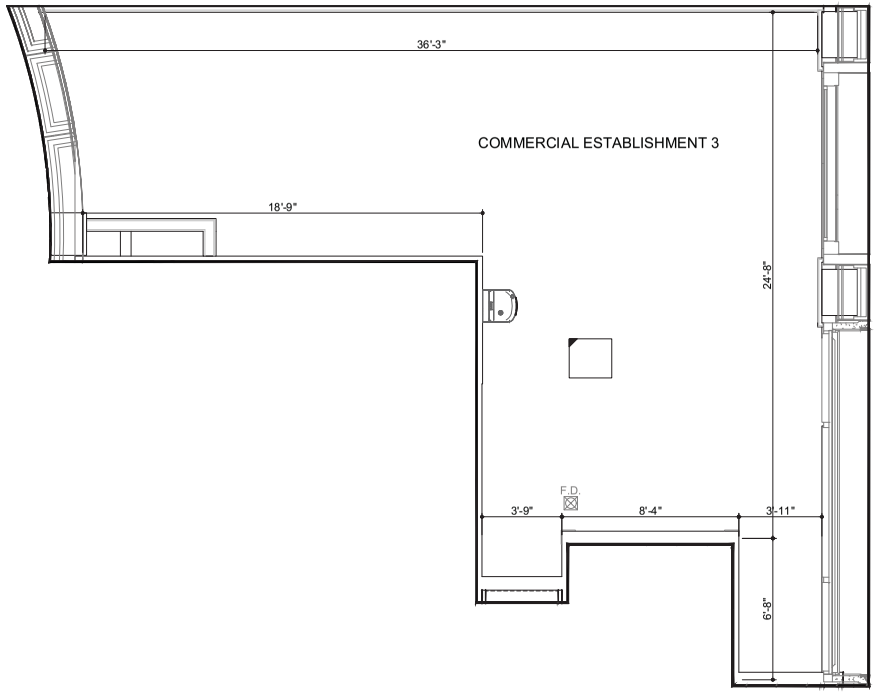
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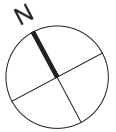
SCALE: 0' 8' 16' 24'

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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

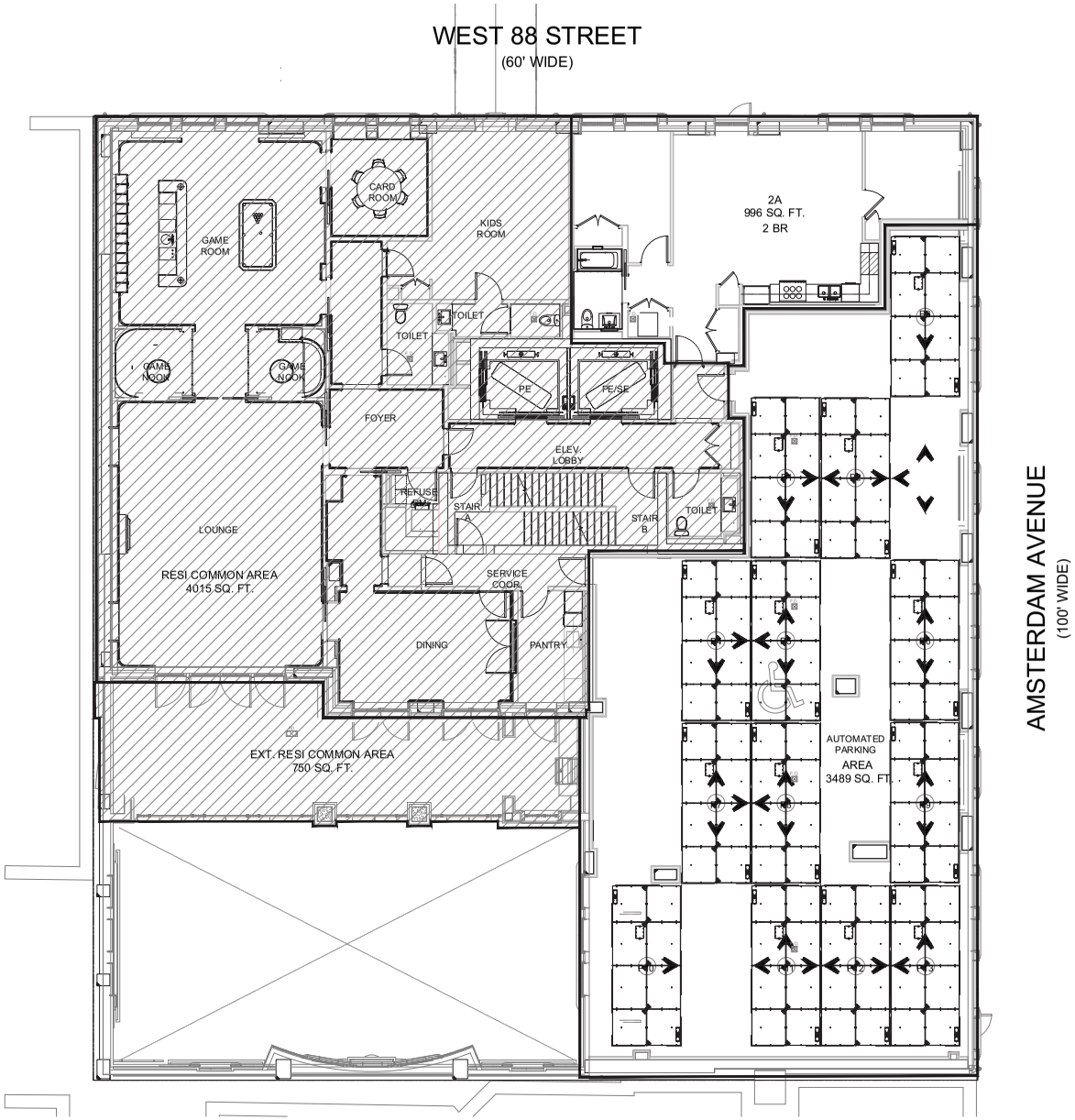
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FIRST FLOOR
COMMERCIAL UNIT 3

AREA = 773 S.F.



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SECOND FLOOR

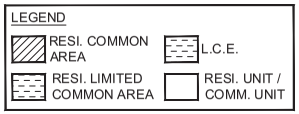
GROSS AREA = 8500 SQ. FT.

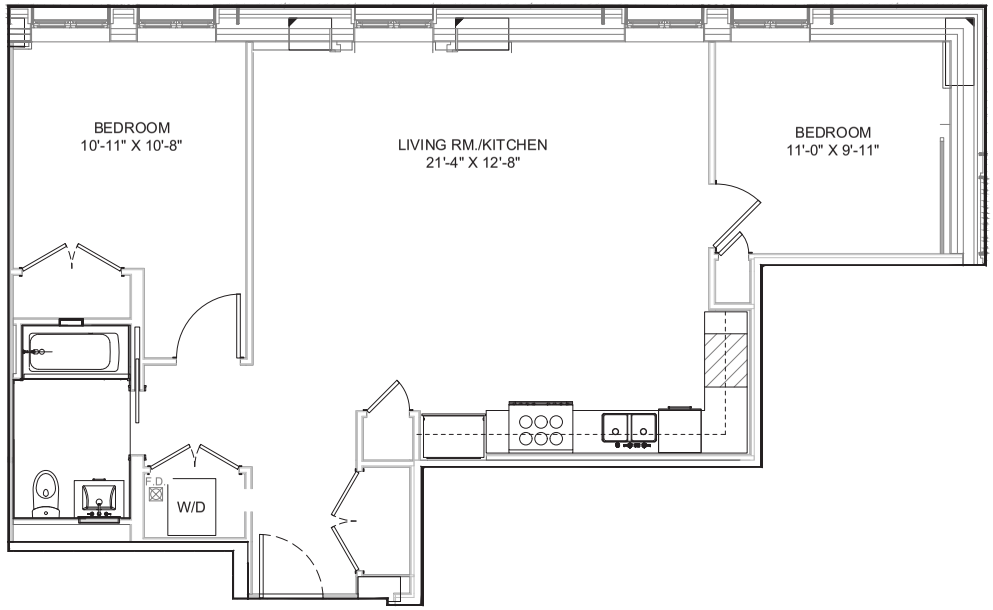
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

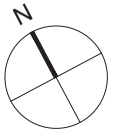
RESI. COMMON AREA = 4,765 SQ. FT. RESI. LIMITED COMMON AREA = 0

SCALE: 0' 8' 16' 24'









AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

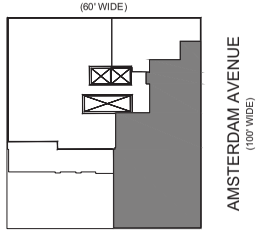
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SECOND FLOOR
UNIT. 2A

2 BED/ 1 BATH
AREA = 996
EXTERIOR AREA = 0 S.F.

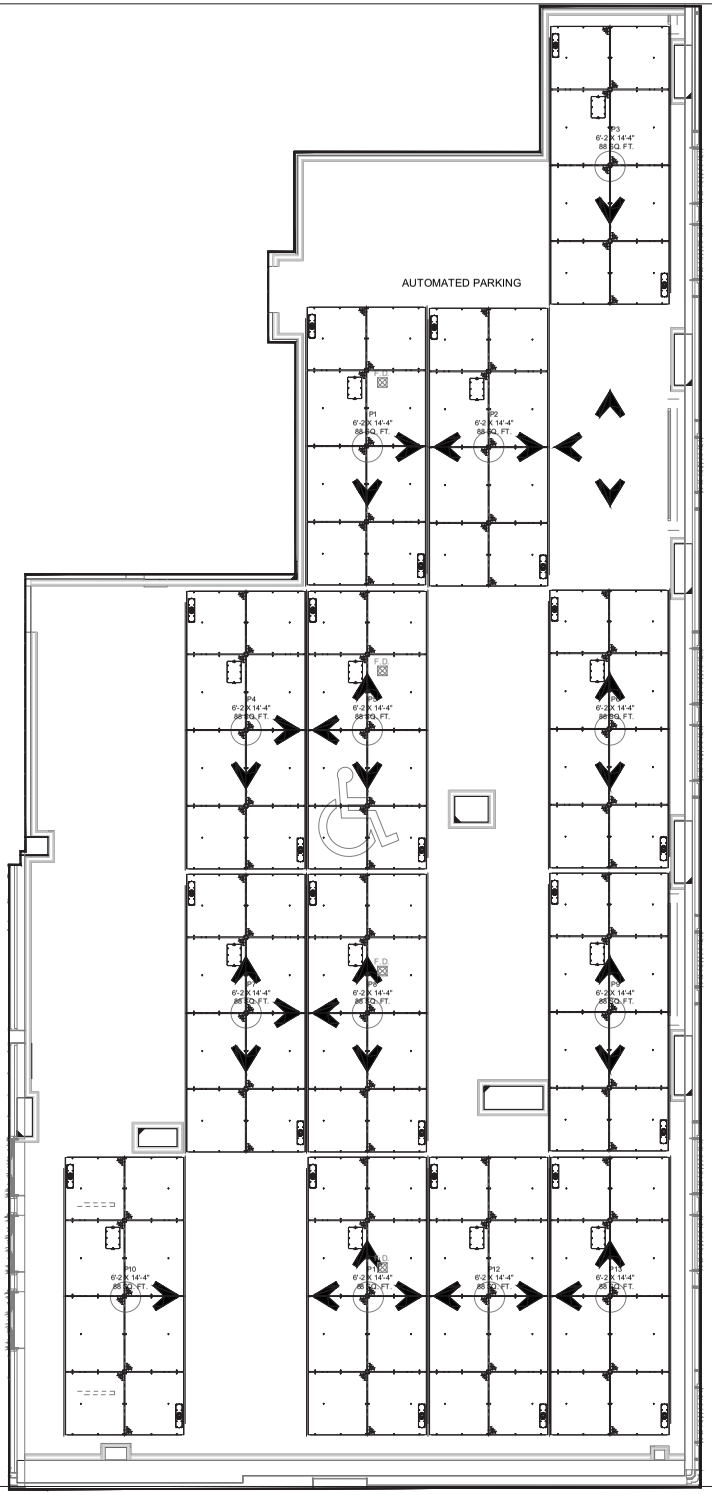
SCALE: 0' 8' 16' 24'

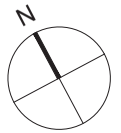
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

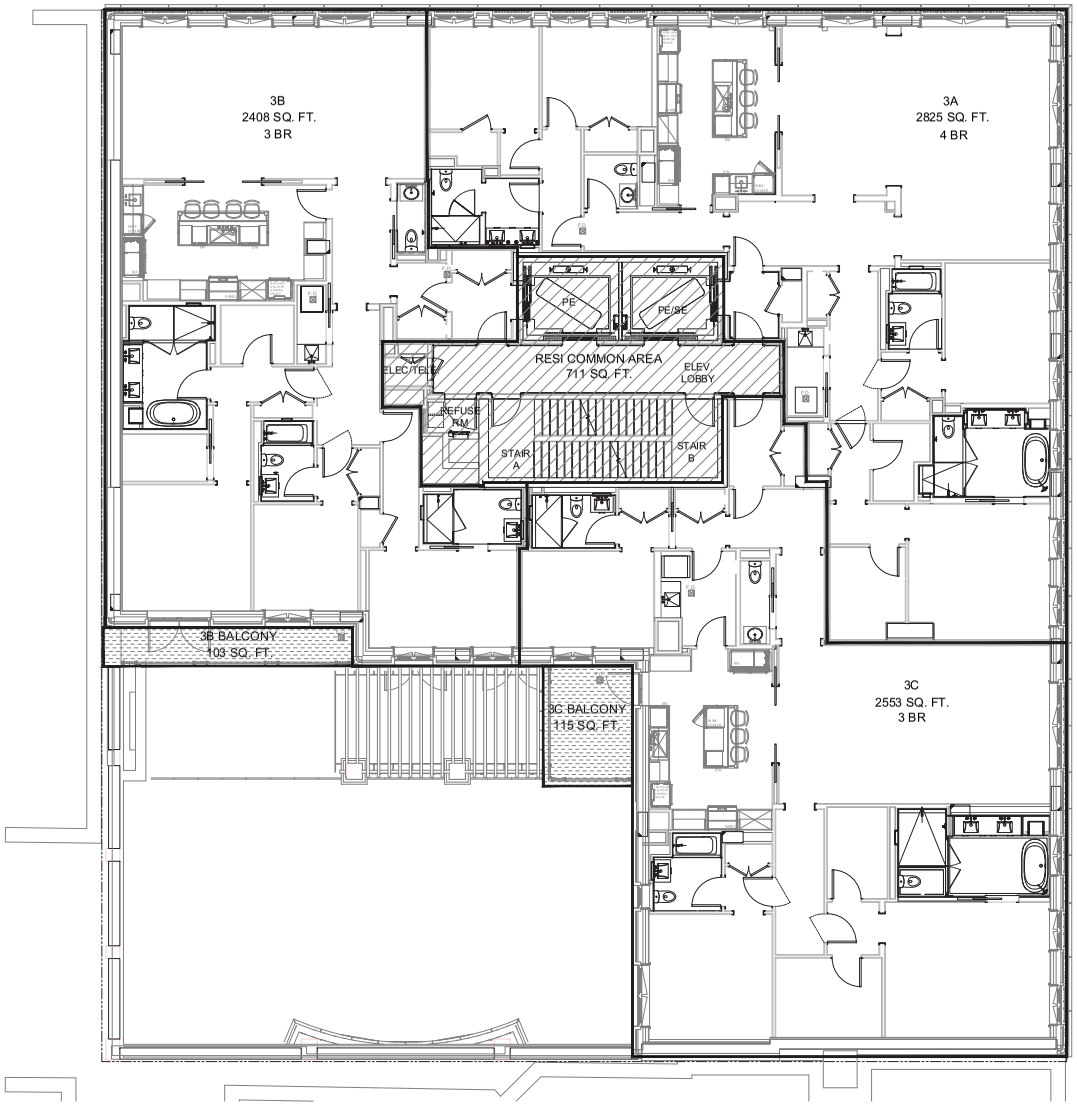
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SECOND FLOOR
PARKING GARAGE

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

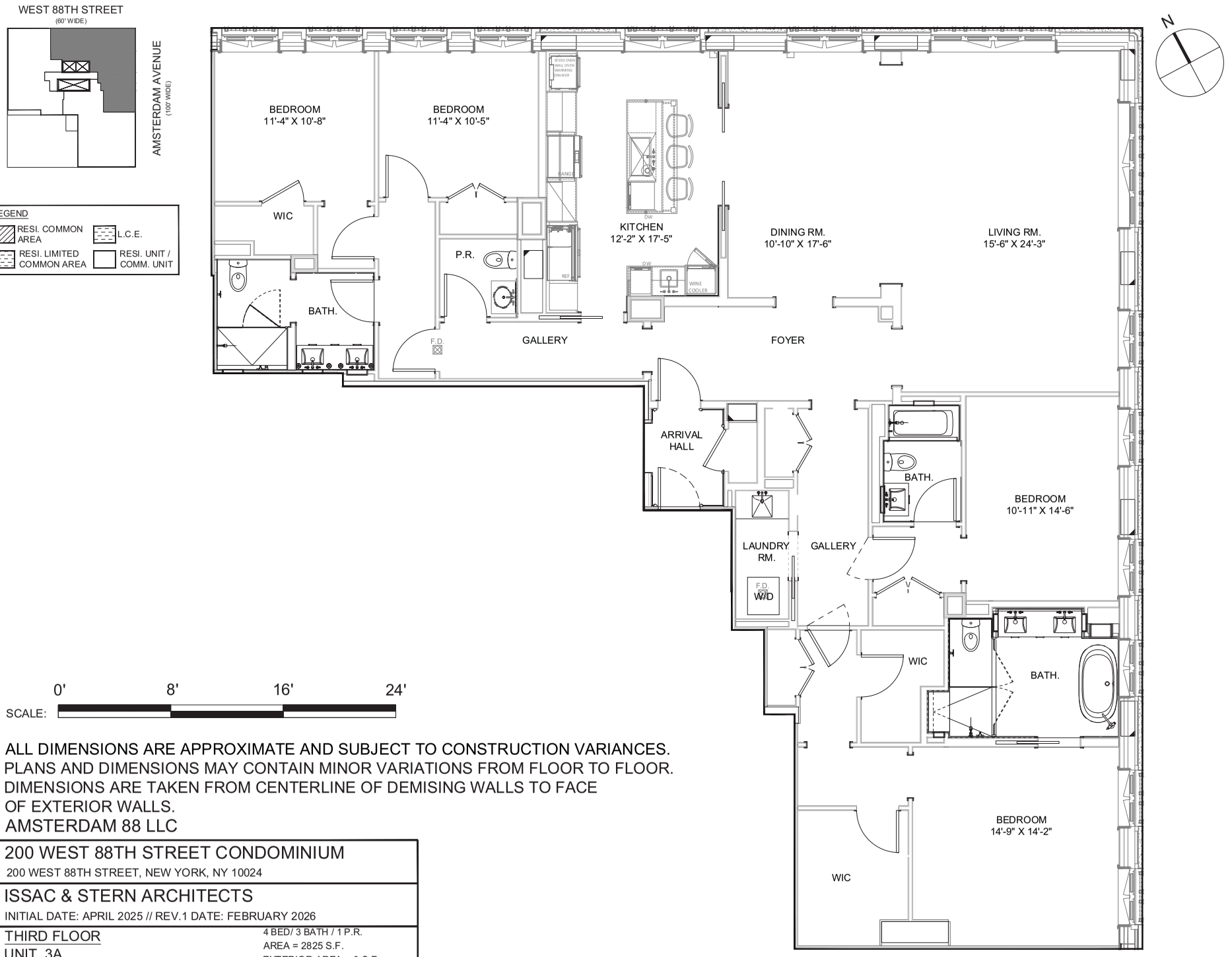
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

THIRD FLOOR
GROSS AREA = 8497 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 218 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

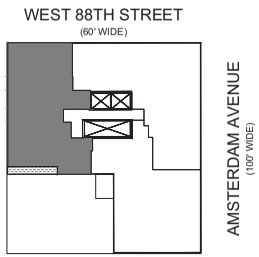
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

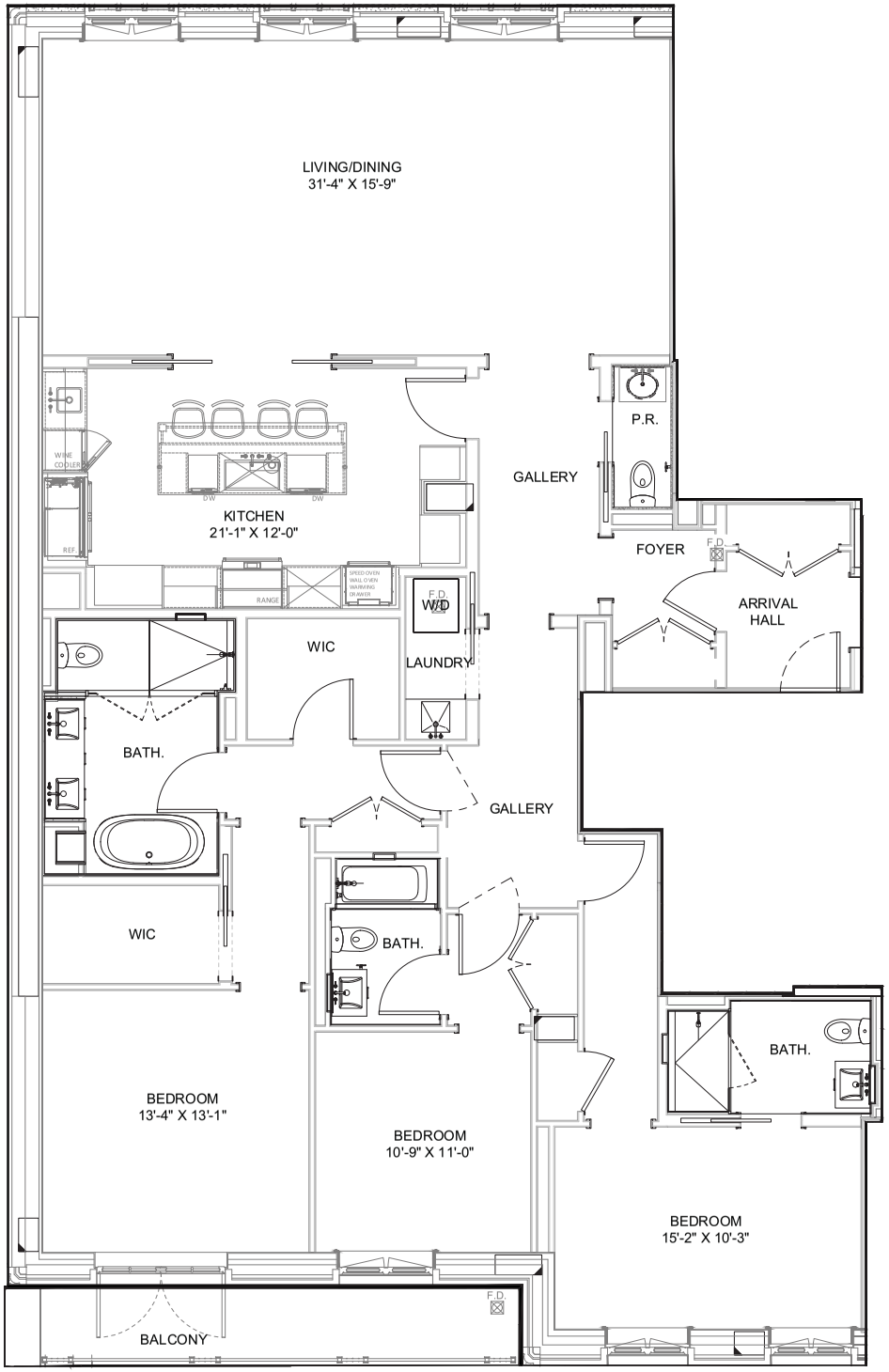
THIRD FLOOR
UNIT. 3A

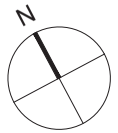
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

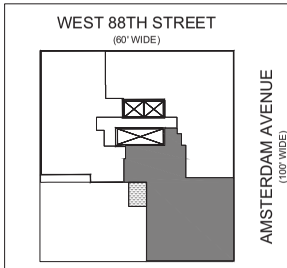
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

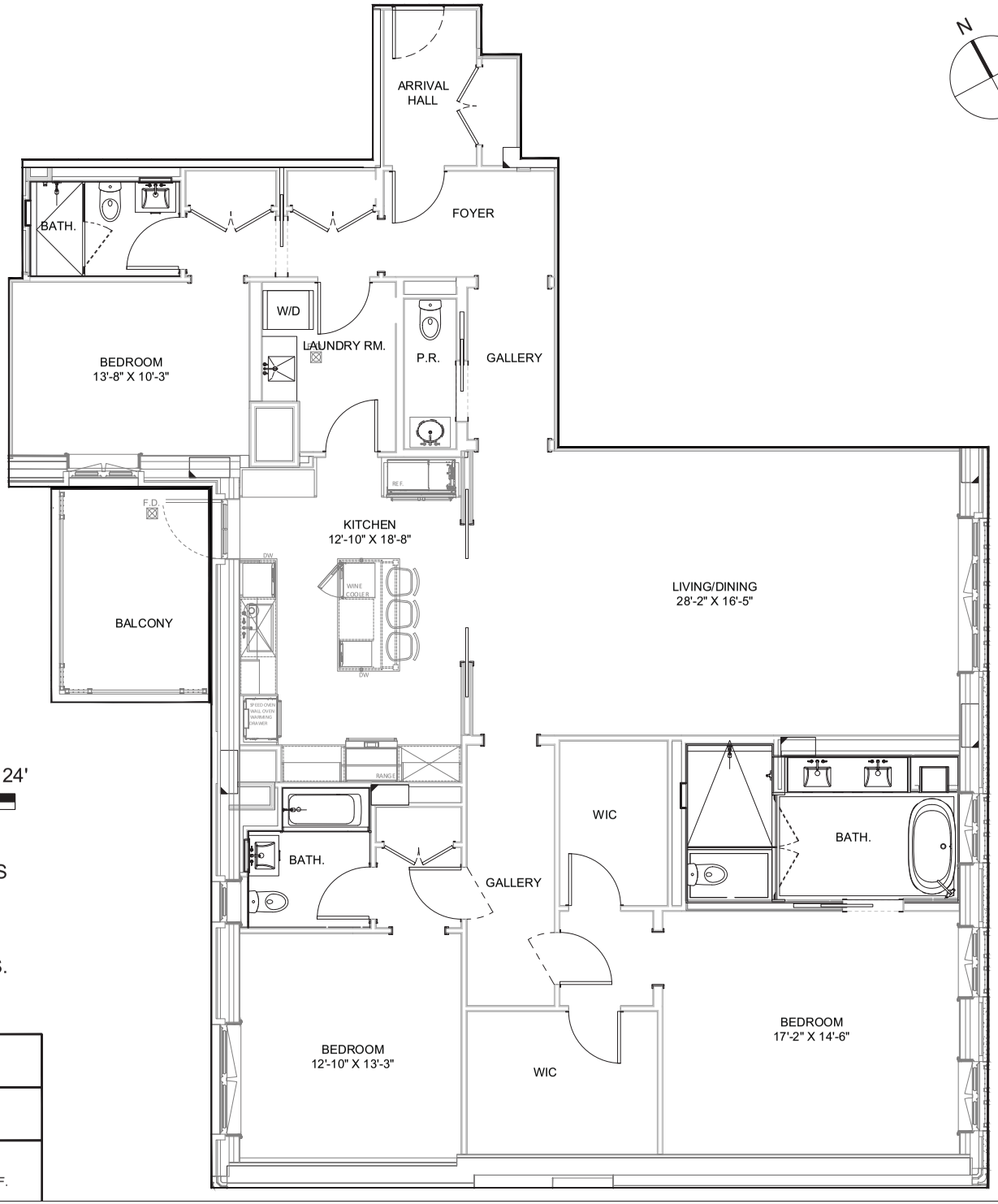
THIRD FLOOR
UNIT. 3B

3 BED/ 3 BATH/ 1 P.R.
AREA = 2408 S.F.
EXTERIOR AREA = 103 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT



0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

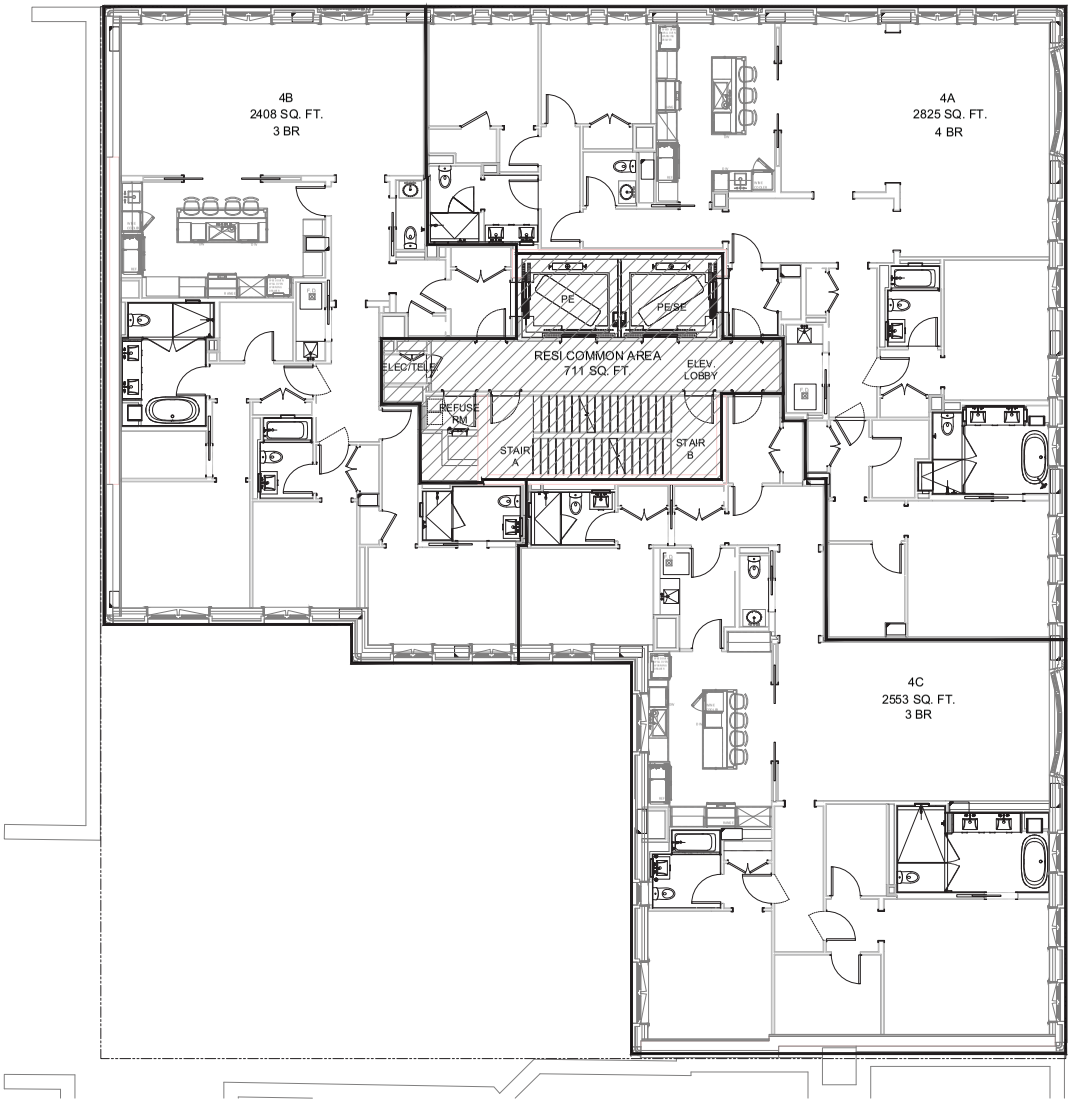
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

THIRD FLOOR
UNIT. 3C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2553 S.F.
EXTERIOR AREA = 115 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

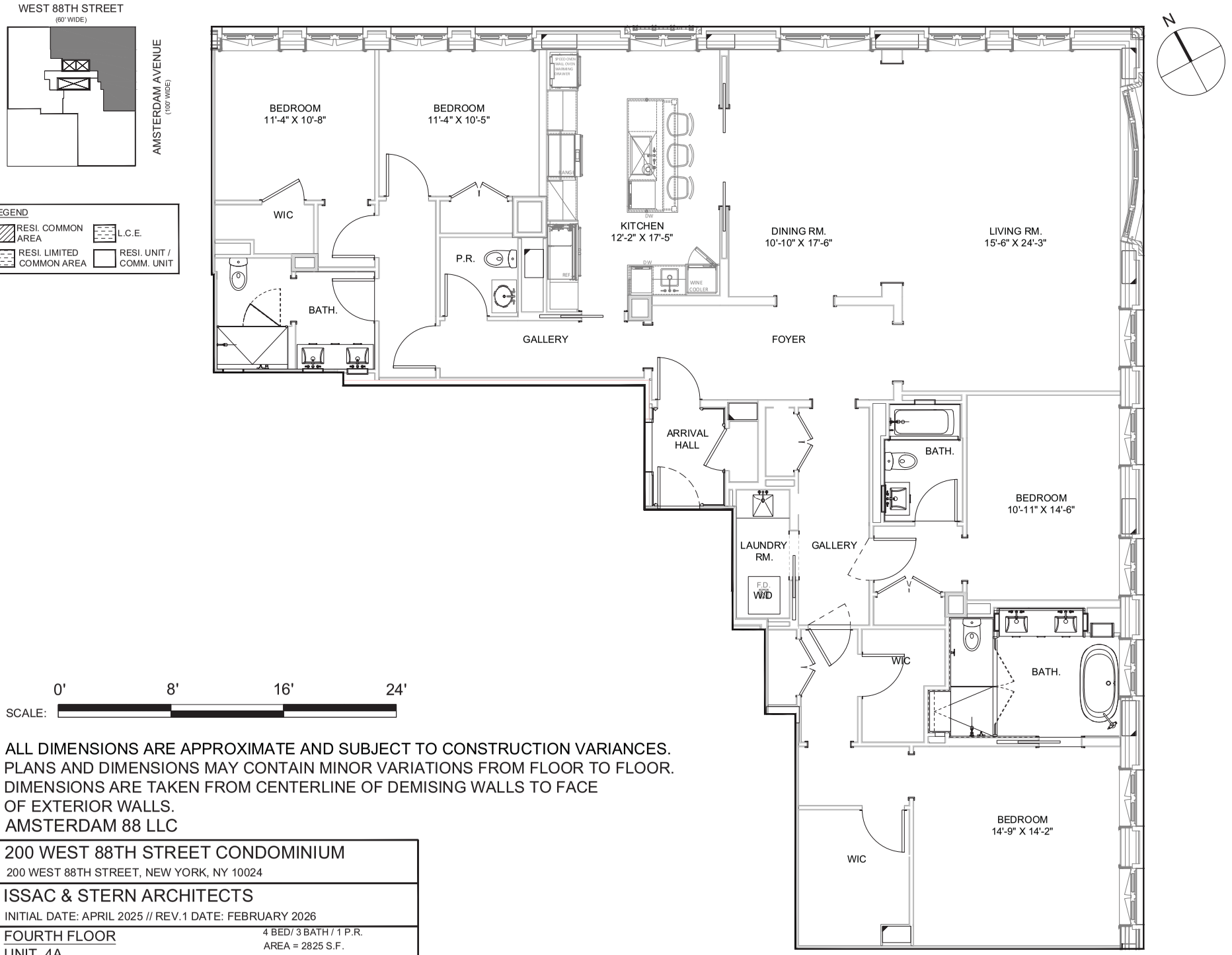
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FOURTH FLOOR
GROSS AREA = 8497 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

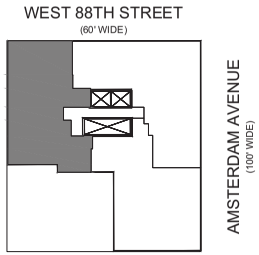
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

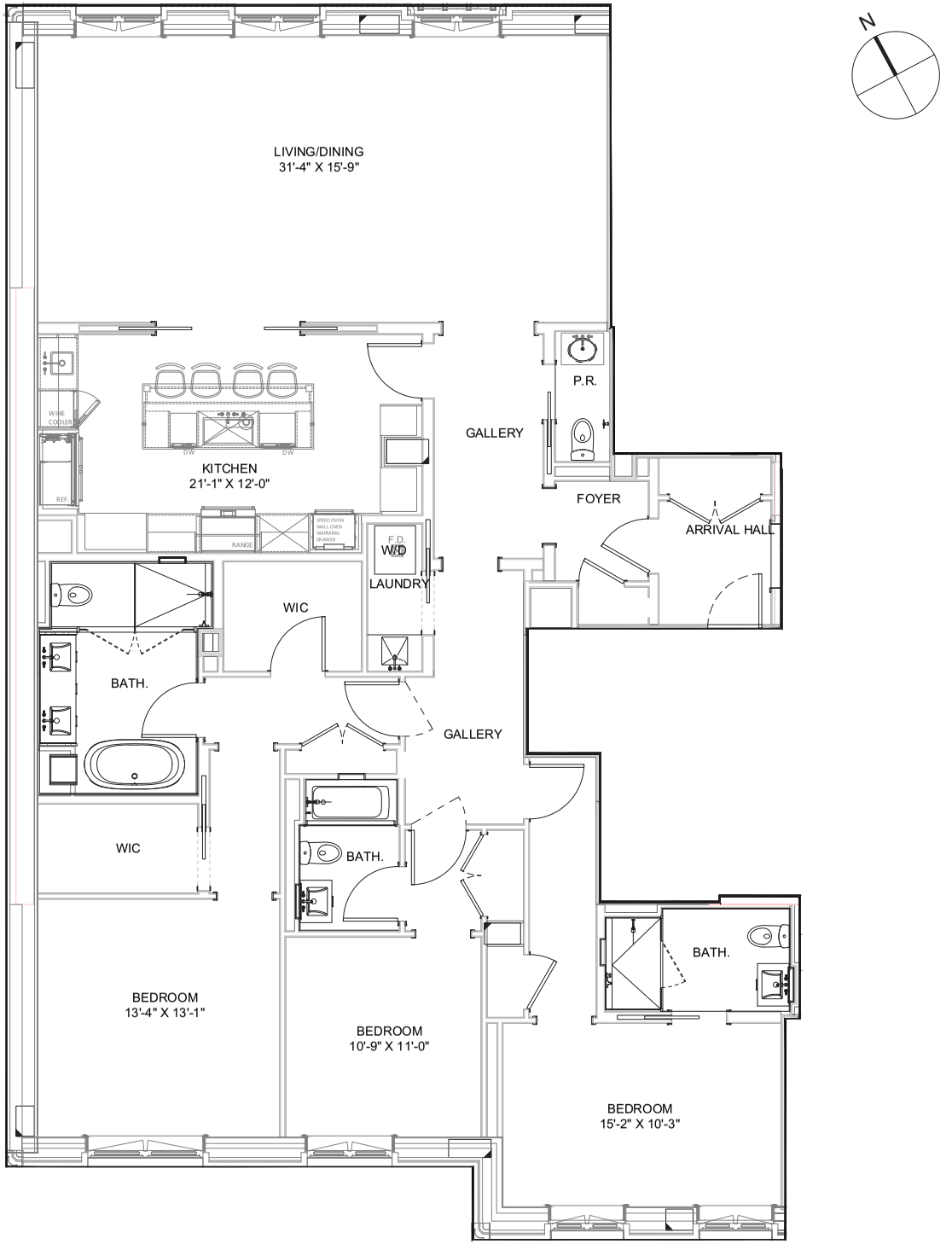
FOURTH FLOOR
UNIT. 4A

4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT



N

0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

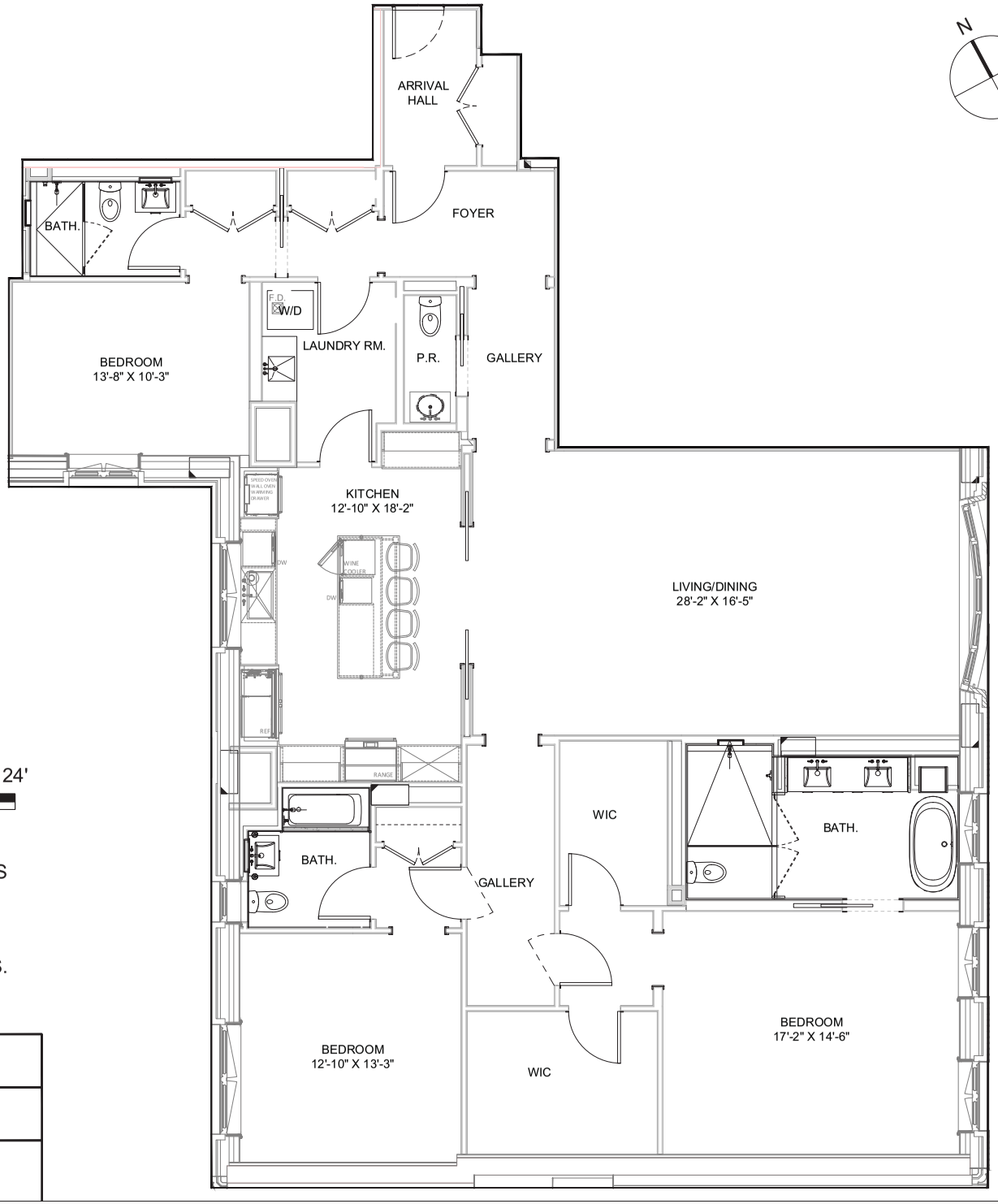
FOURTH FLOOR
UNIT. 4B

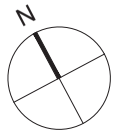
3 BED/ 3 BATH/ 1 P.R.
AREA = 2408 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

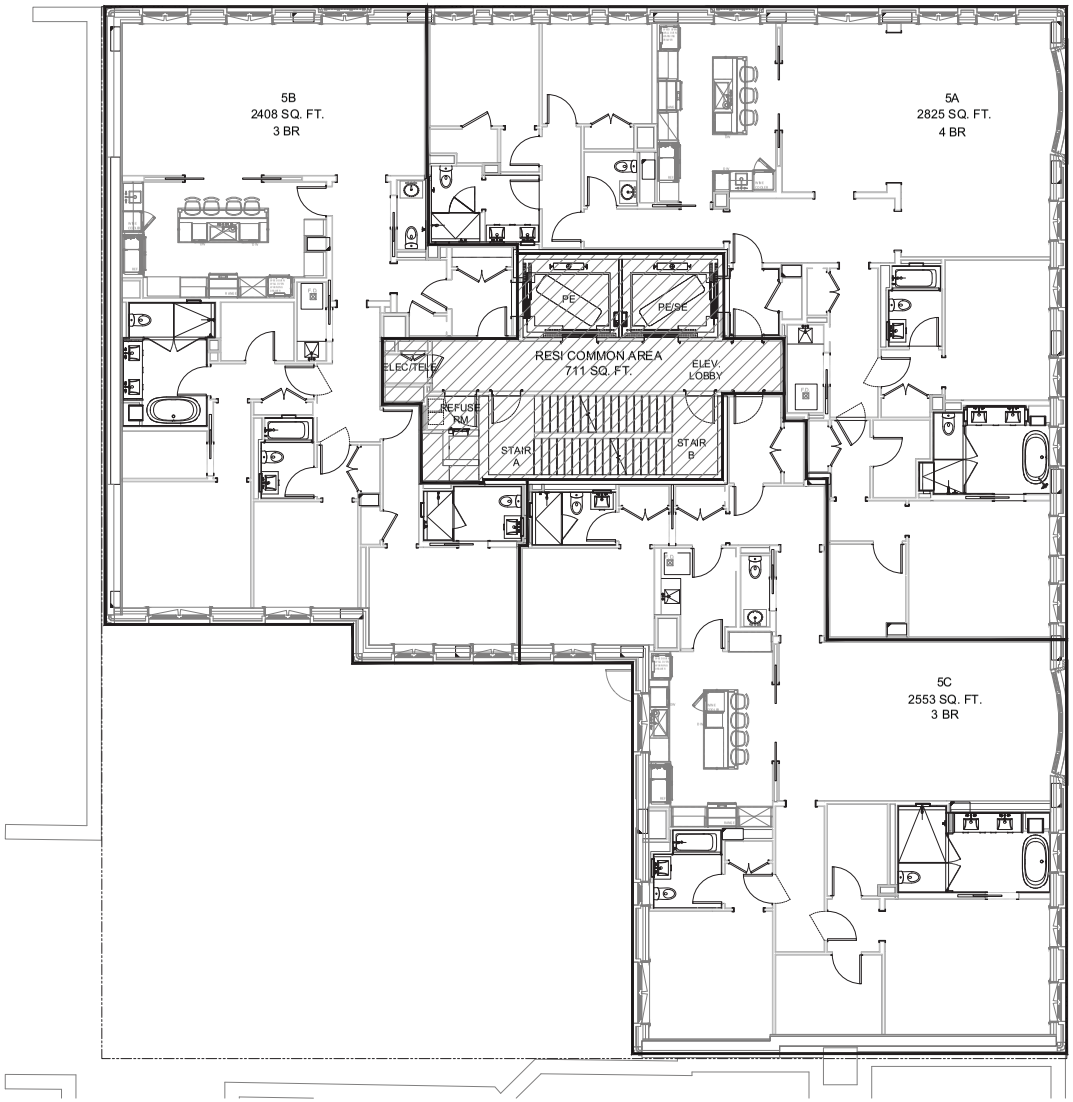
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FOURTH FLOOR
UNIT. 4C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2553 S.F.
EXTERIOR AREA = 0 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

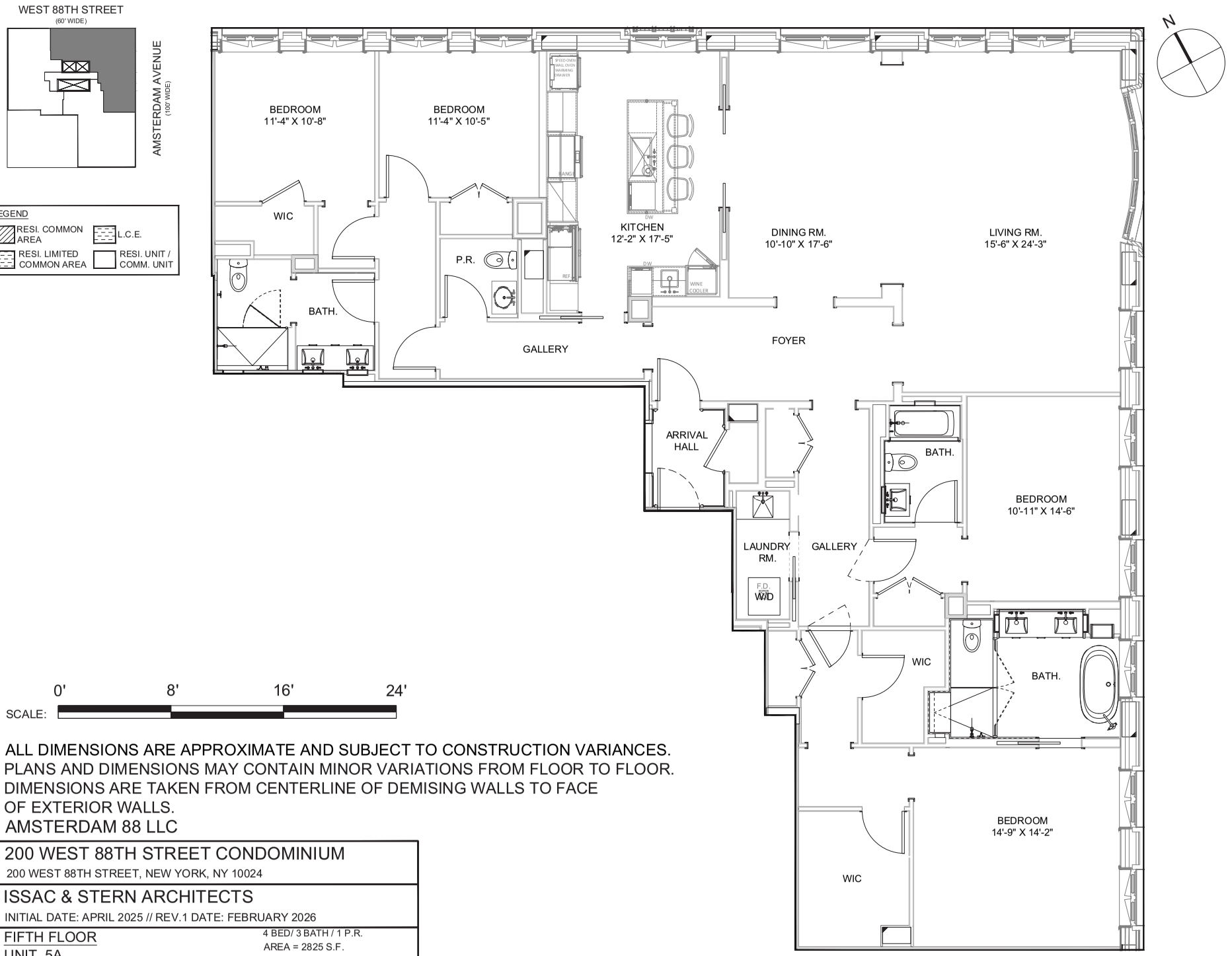
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FIFTH FLOOR
GROSS AREA = 8497 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

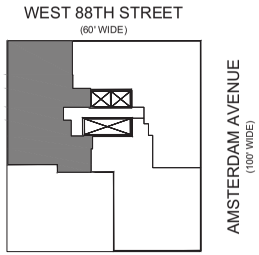
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

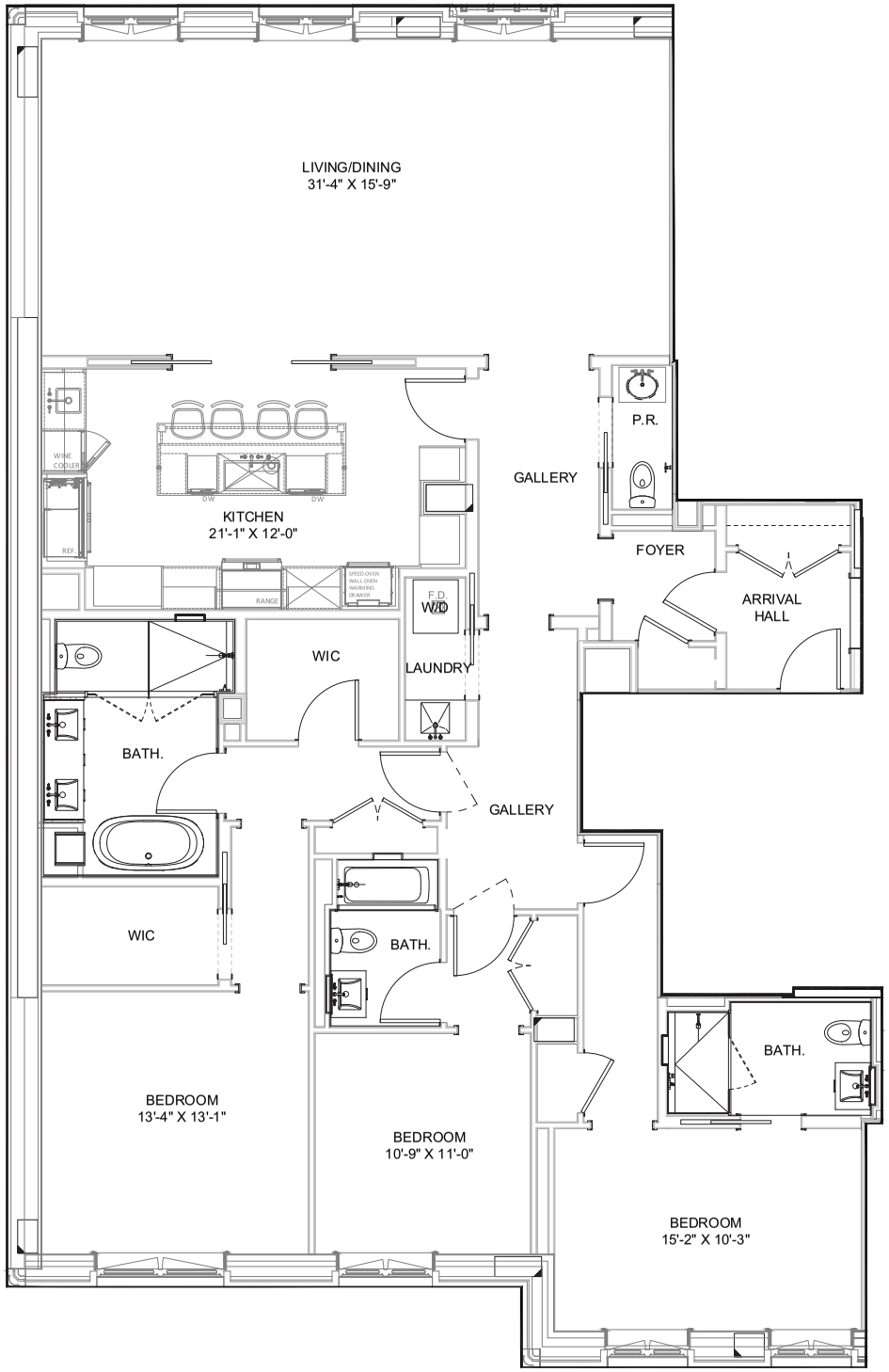
FIFTH FLOOR
UNIT. 5A

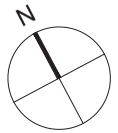
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

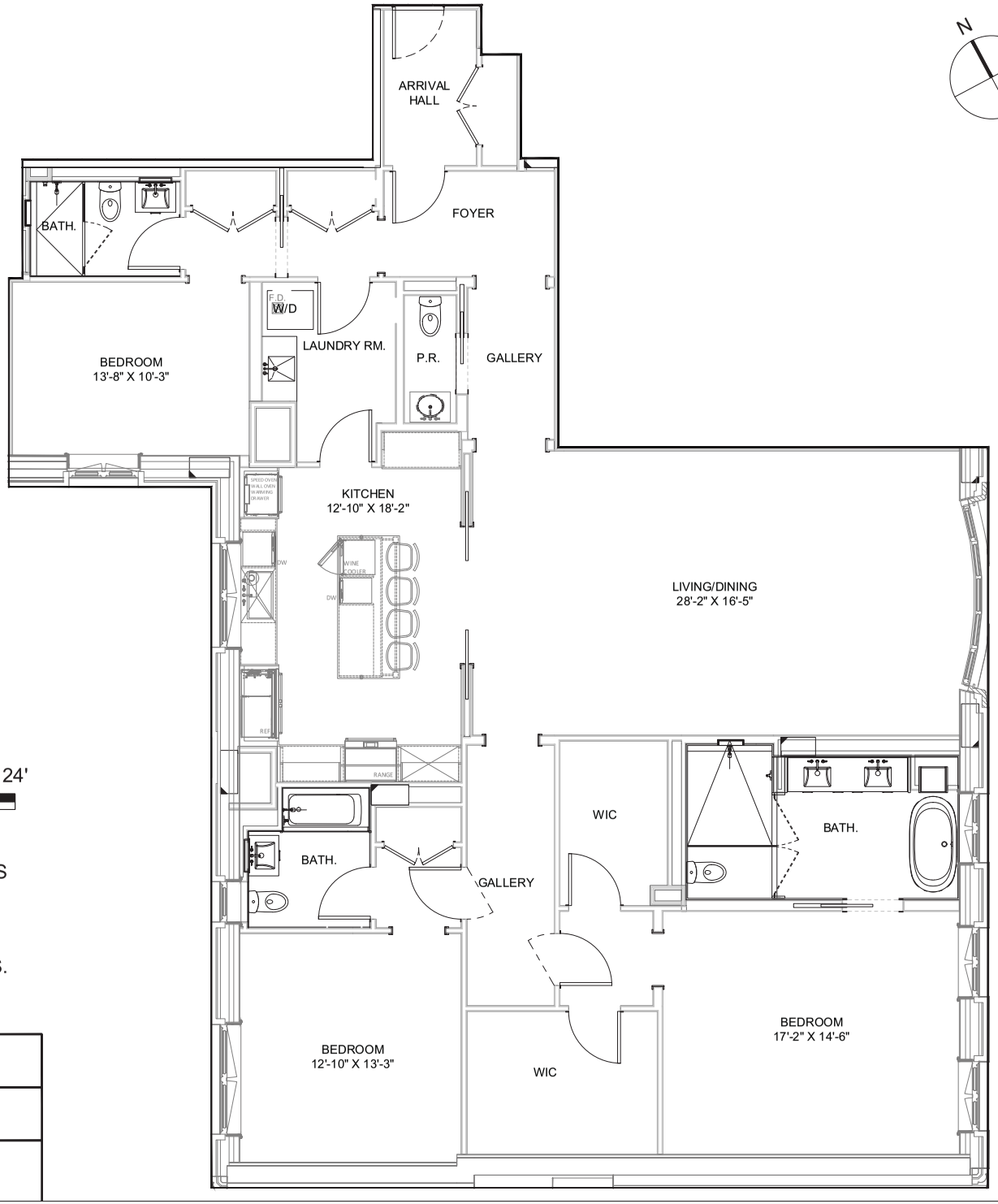
FIFTH FLOOR
UNIT. 5B

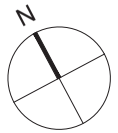
3 BED/ 3 BATH/ 1 P.R.
AREA = 2408 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

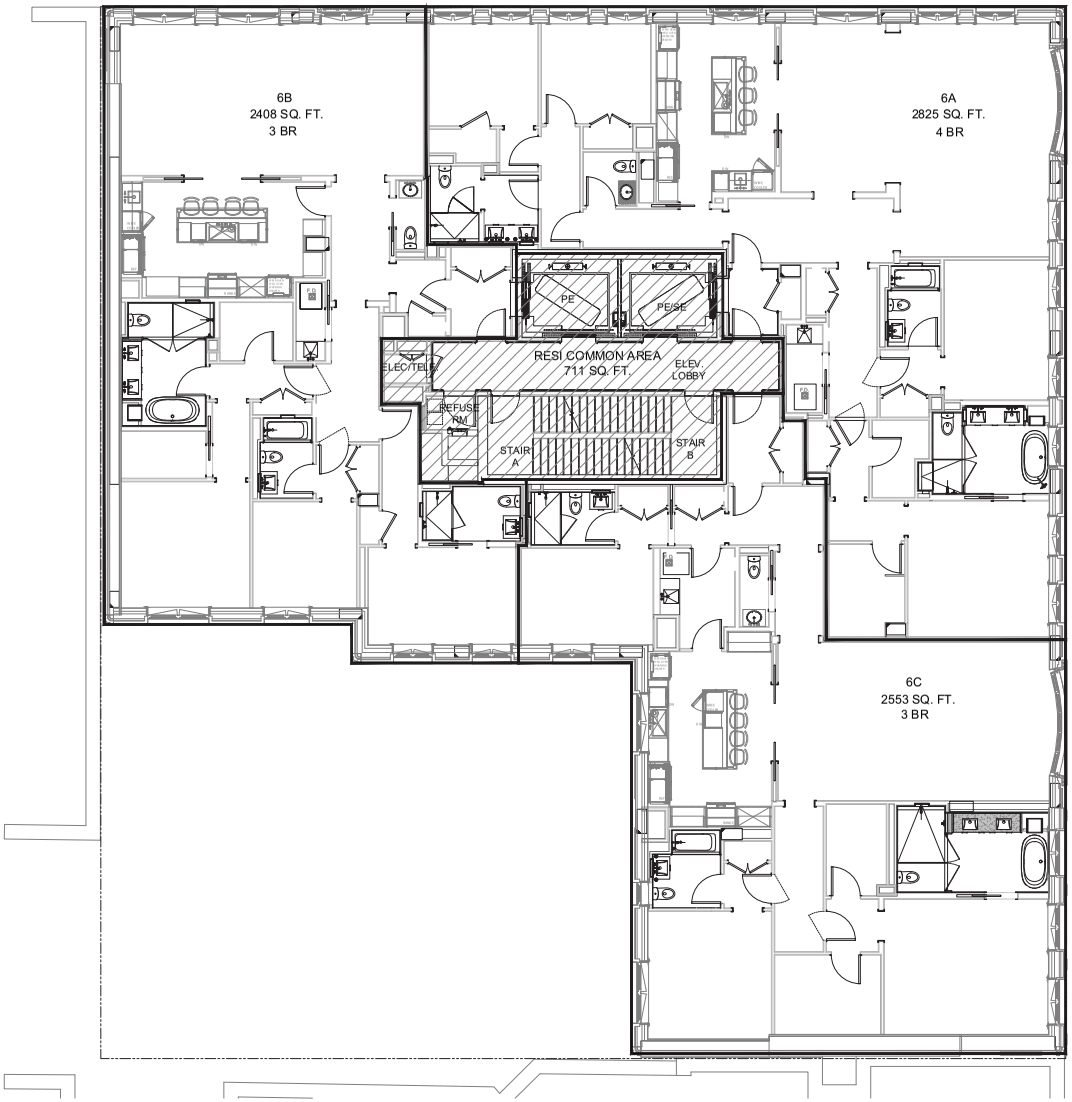
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FIFTH FLOOR
UNIT. 5C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2553 S.F.
EXTERIOR AREA = 0 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

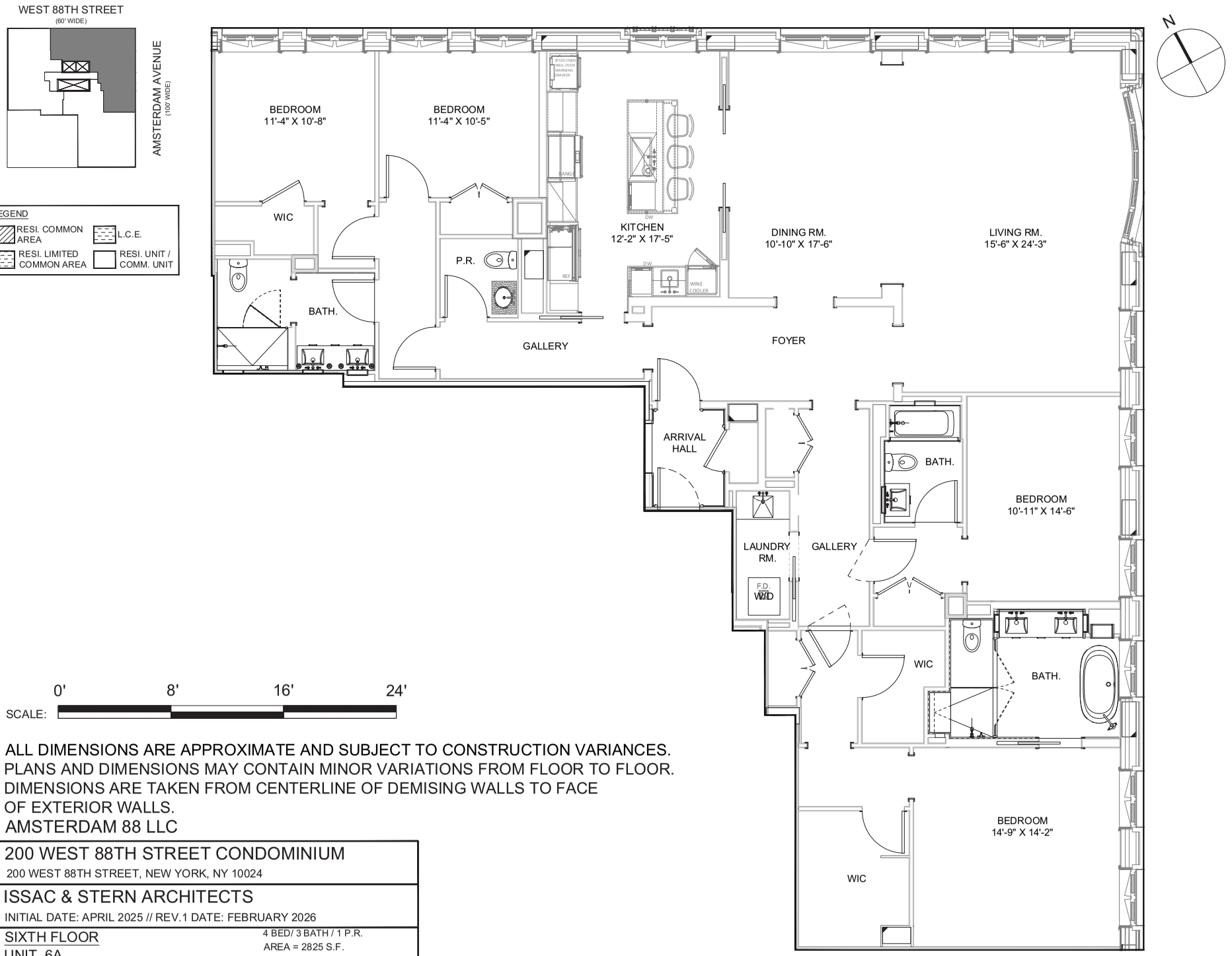
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SIXTH FLOOR
GROSS AREA = 8497 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

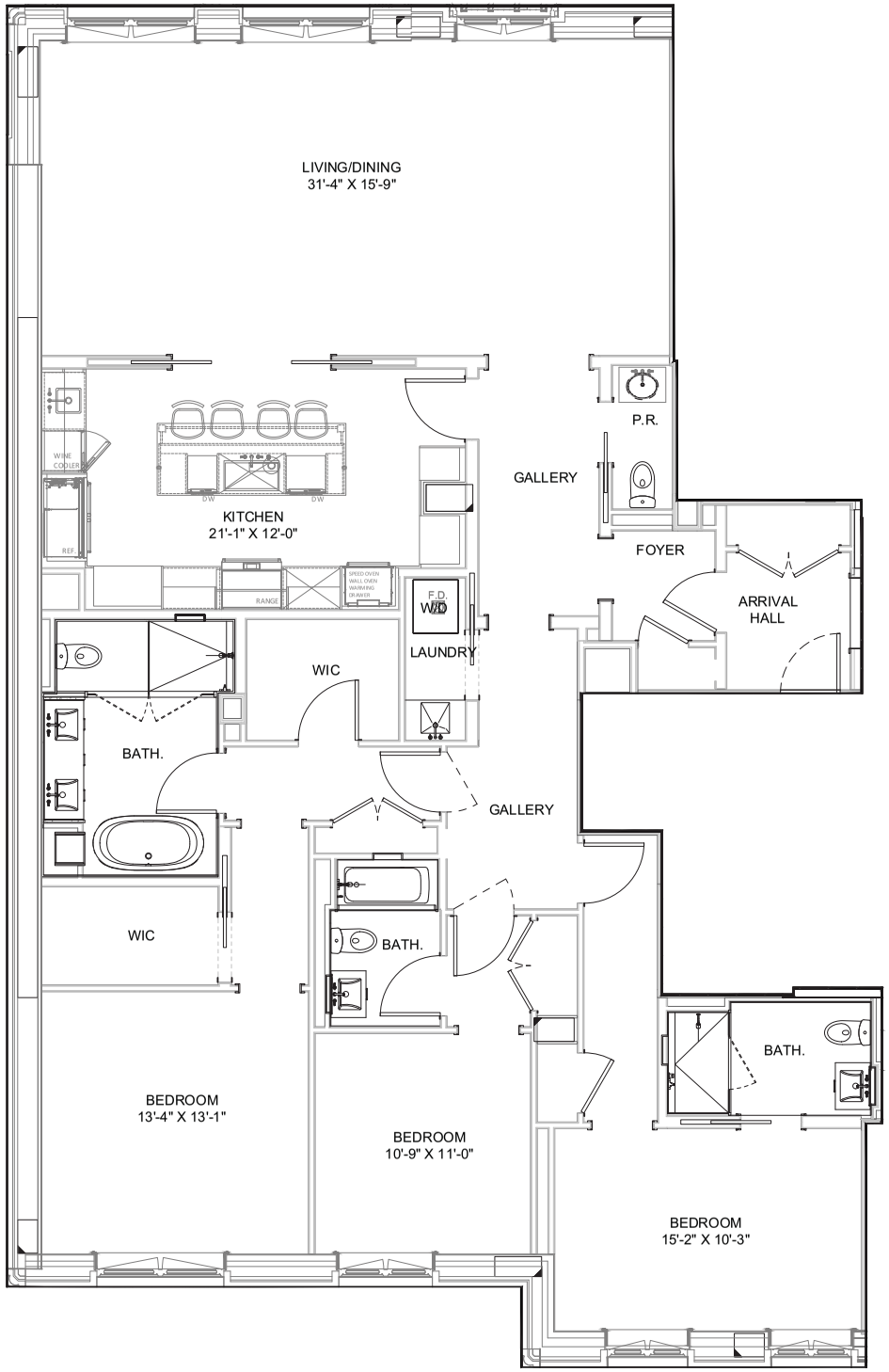
SIXTH FLOOR
UNIT. 6A

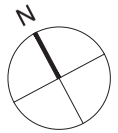
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

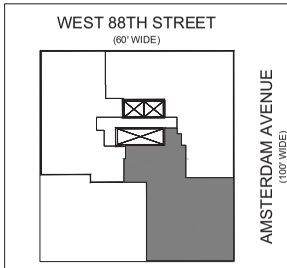
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

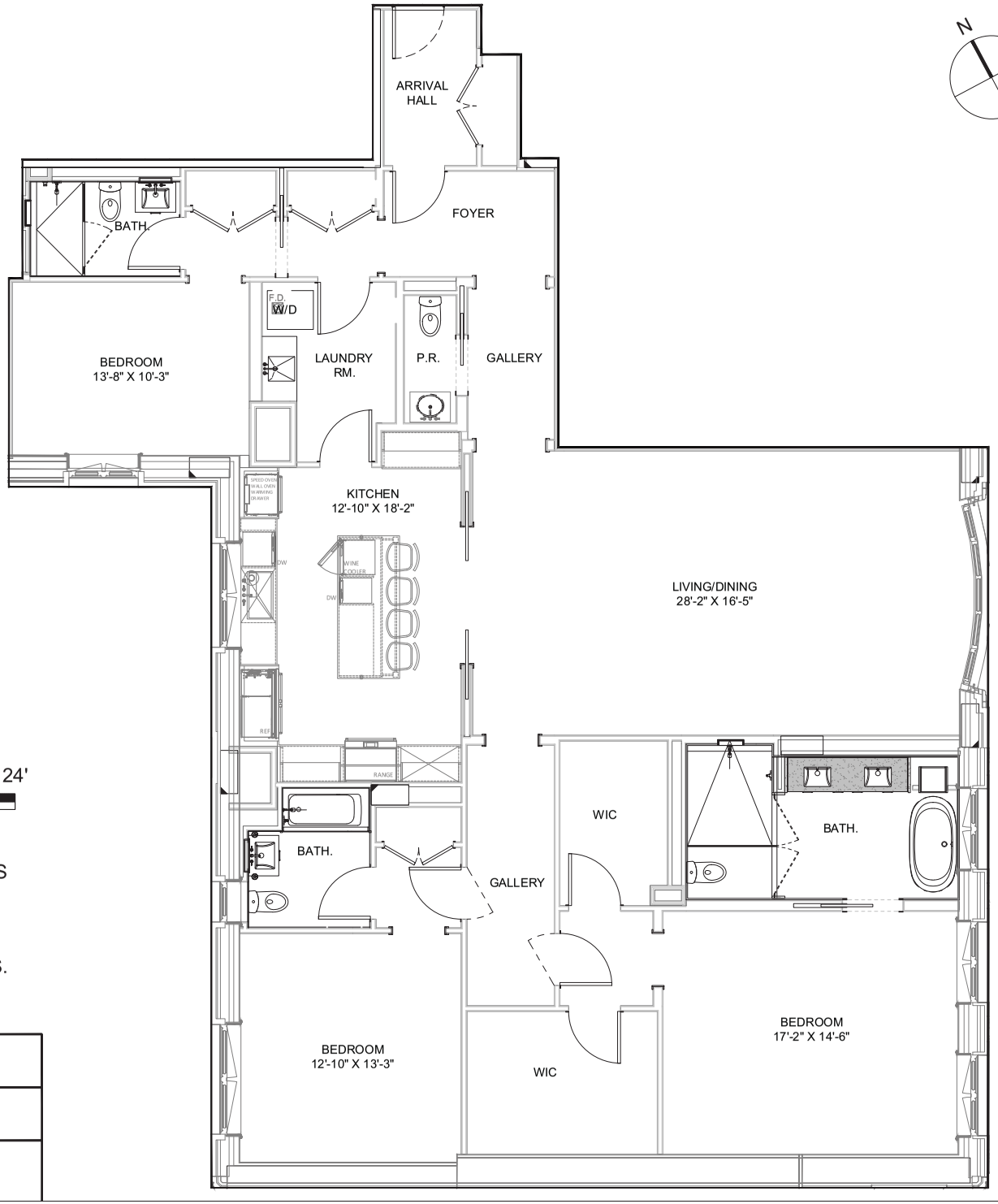
SIXTH FLOOR
UNIT. 6B

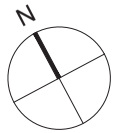
3 BED/ 3 BATH/ 1 P.R.
AREA = 2408 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

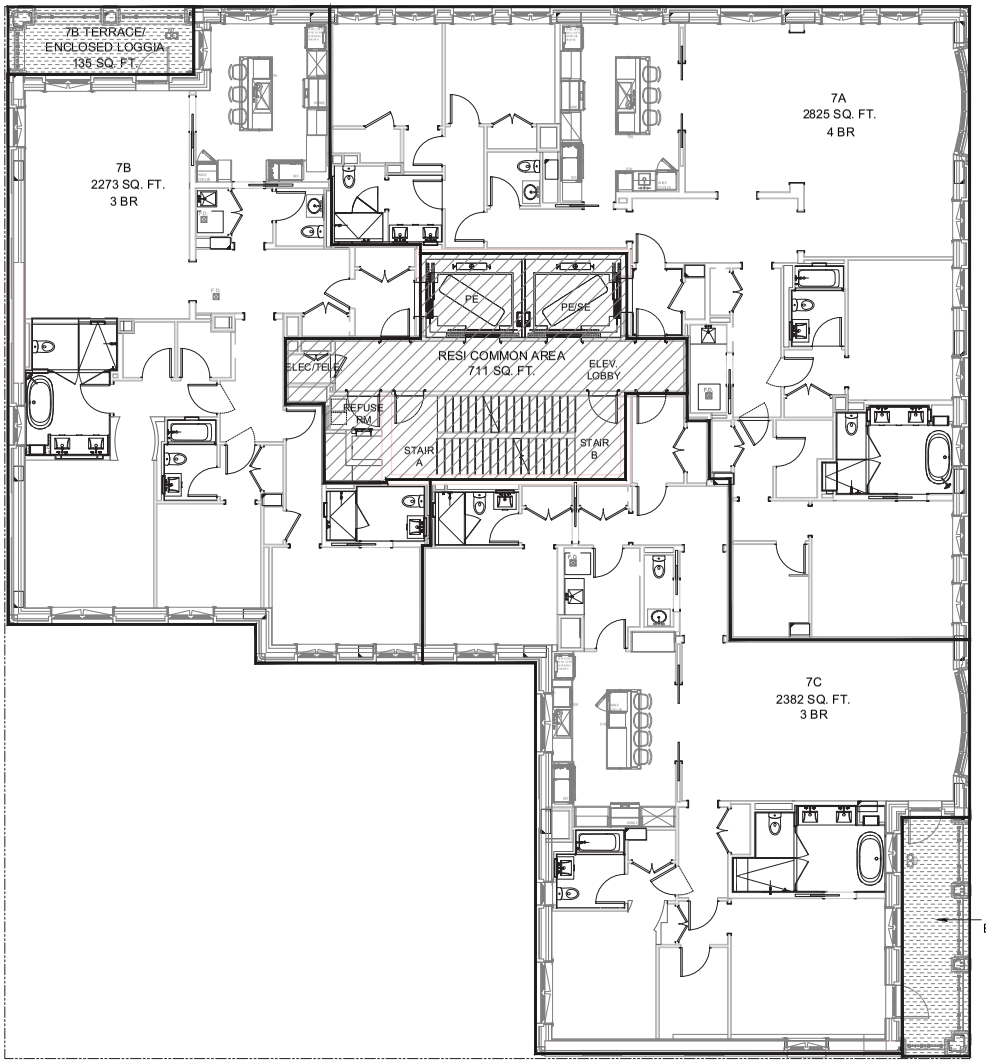
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SIXTH FLOOR
UNIT. 6C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2553 S.F.
EXTERIOR AREA = 0 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

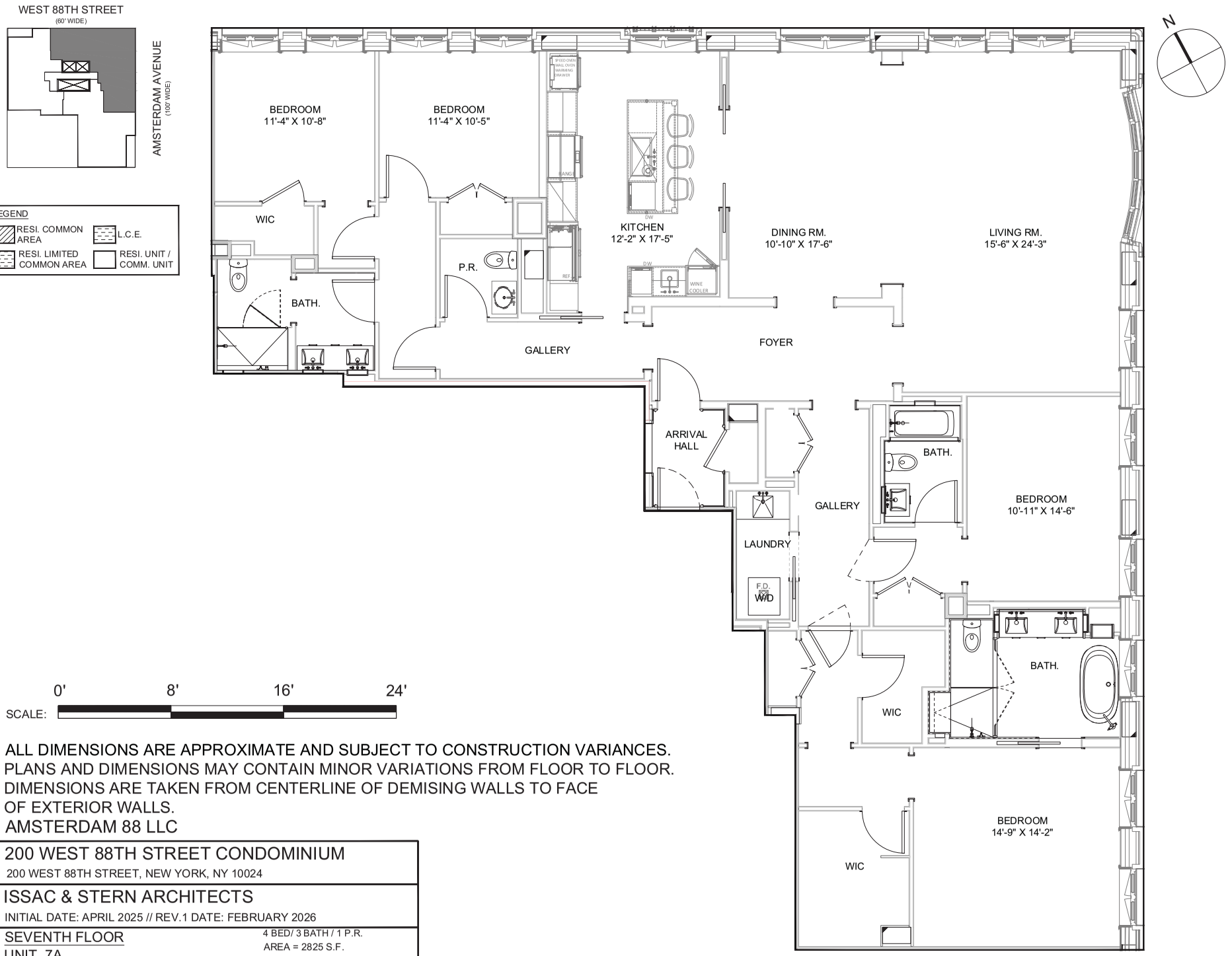
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SEVENTH FLOOR
GROSS AREA = 8191 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 308 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

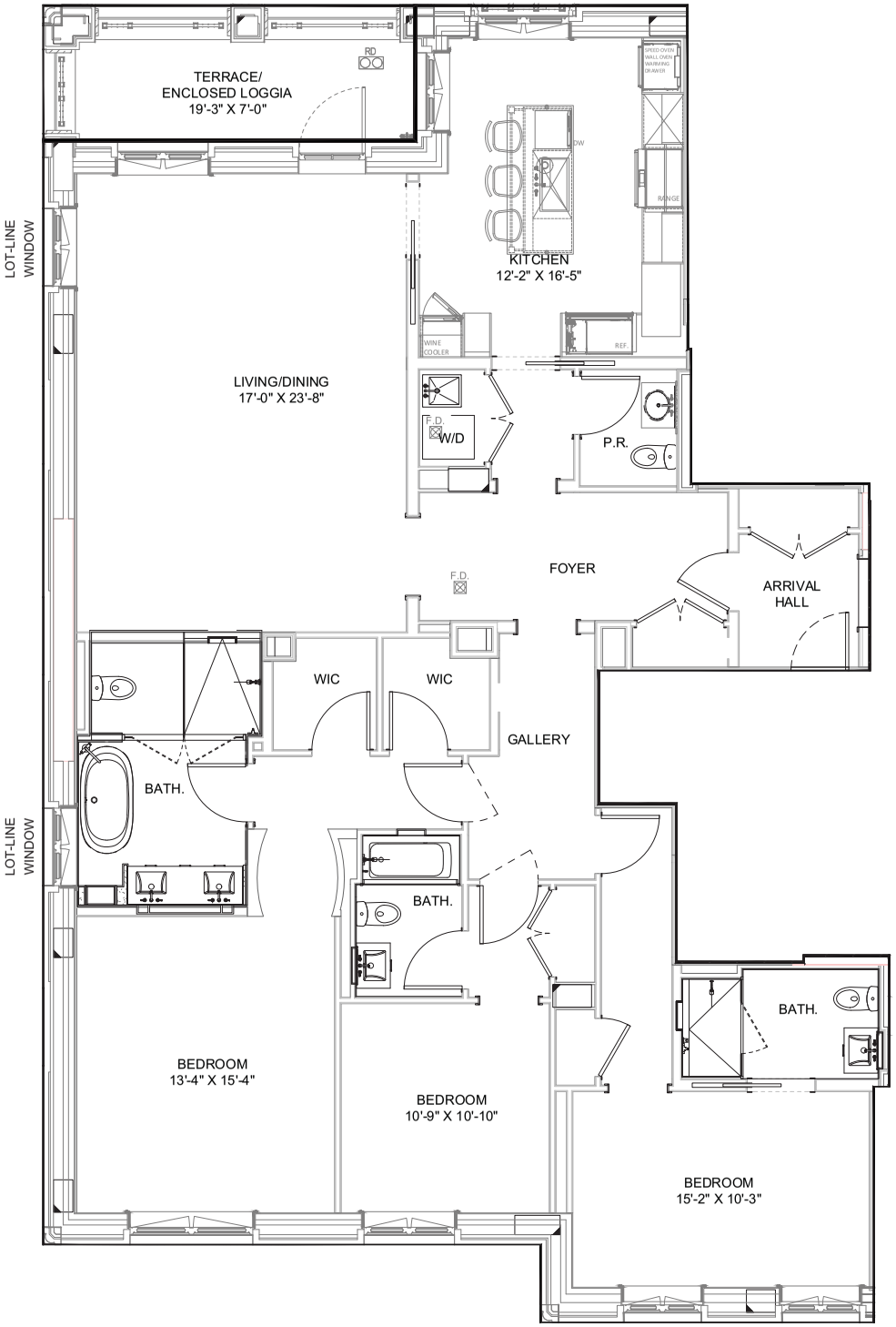
SEVENTH FLOOR
UNIT. 7A

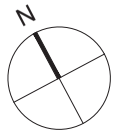
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

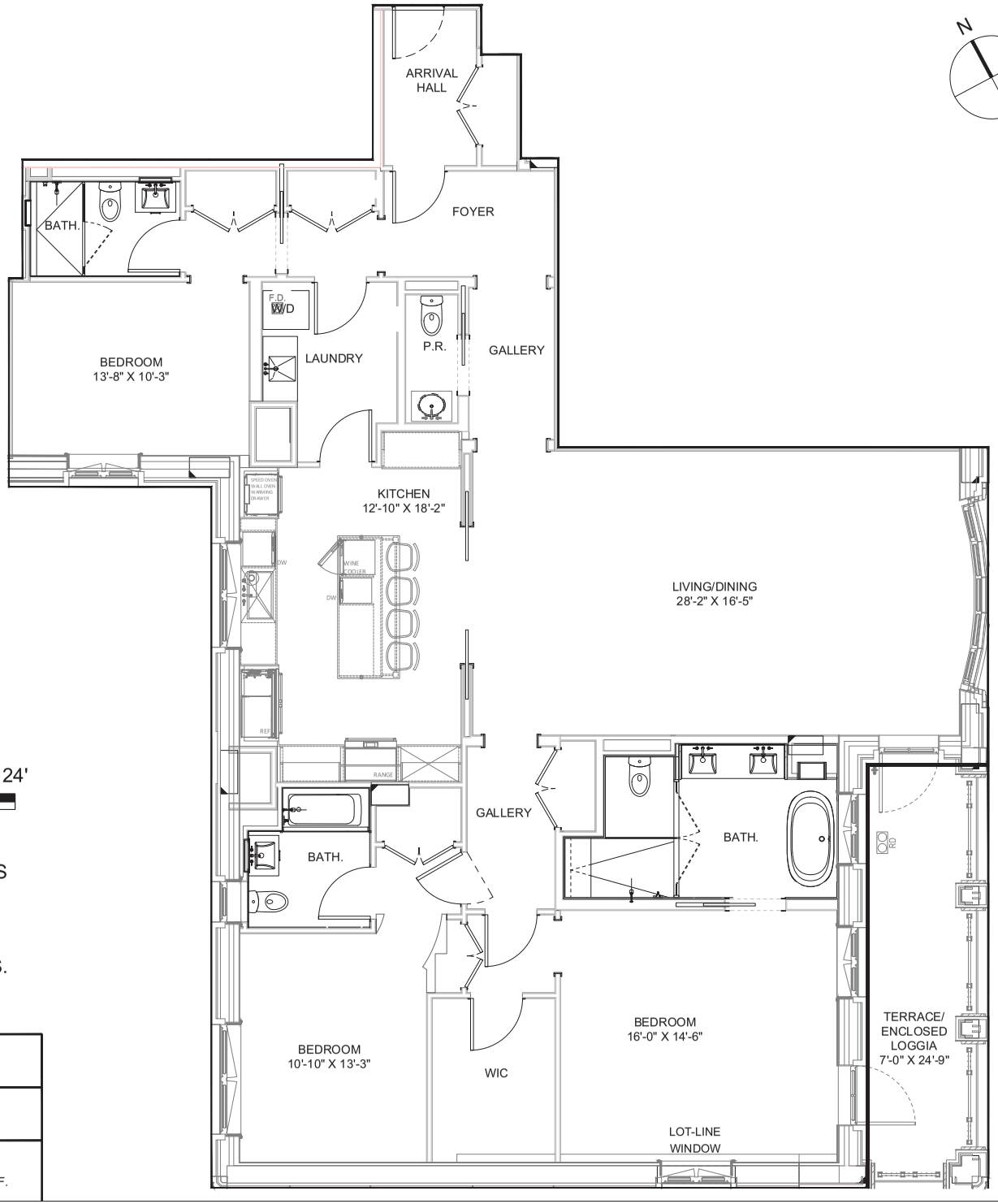
SEVENTH FLOOR
UNIT. 7B

3 BED/ 3 BATH/ 1 P.R.
AREA = 2273 S.F.
EXTERIOR AREA = 135 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT



0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

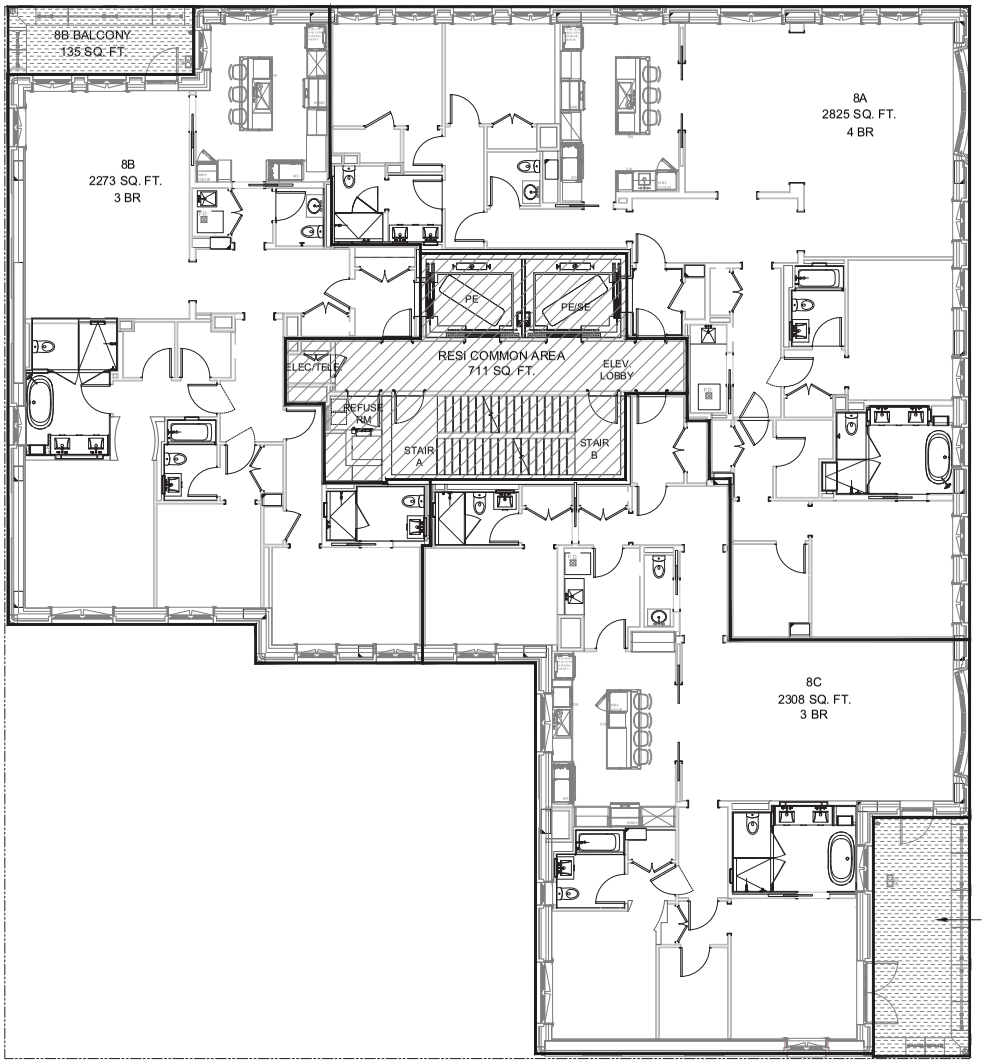
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SEVENTH FLOOR
UNIT. 7C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2382 S.F.
EXTERIOR AREA = 173 S.F.

WEST 88 STREET
(60' WIDE)



N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

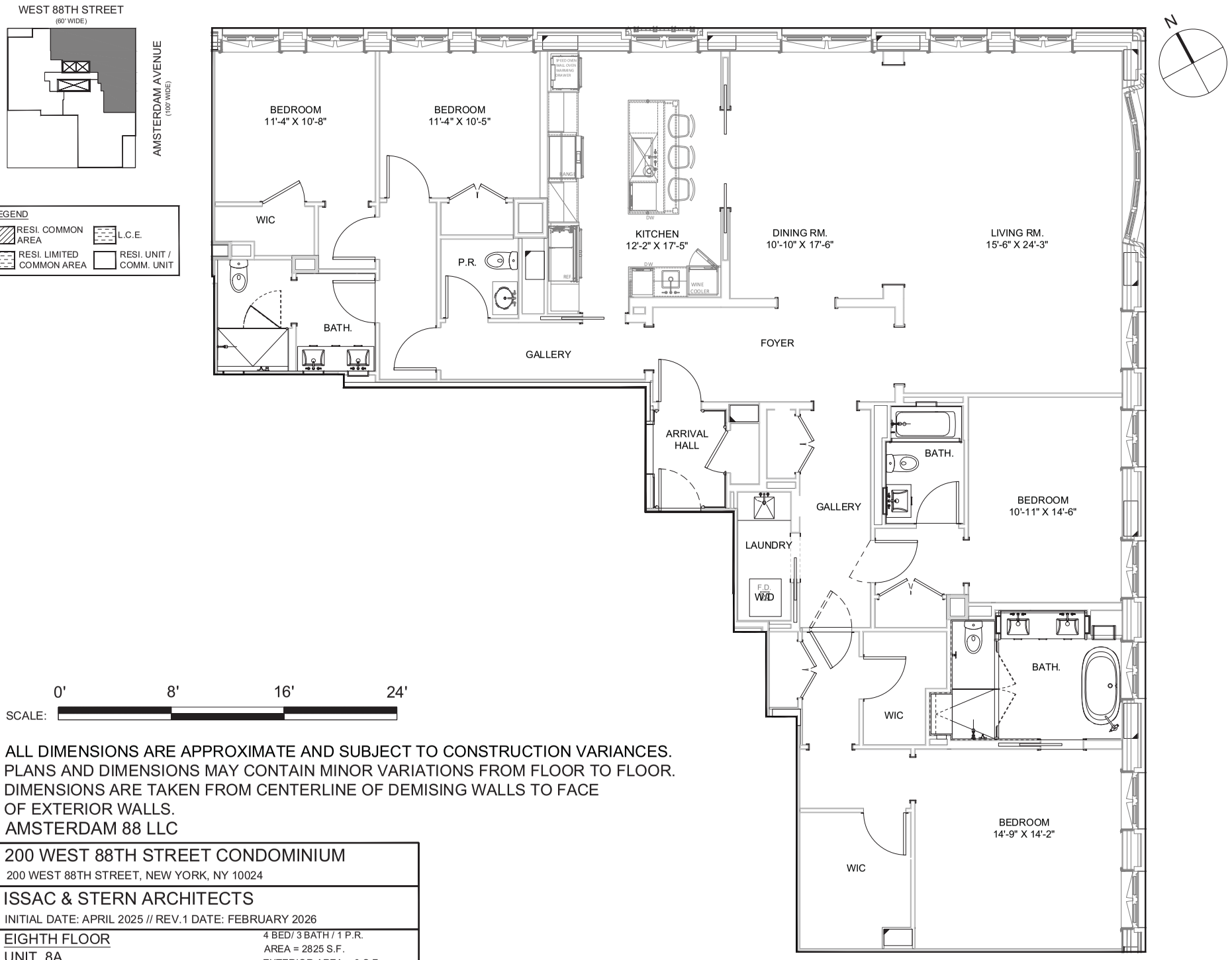
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

EIGHTH FLOOR
GROSS AREA = 8117 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 382 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

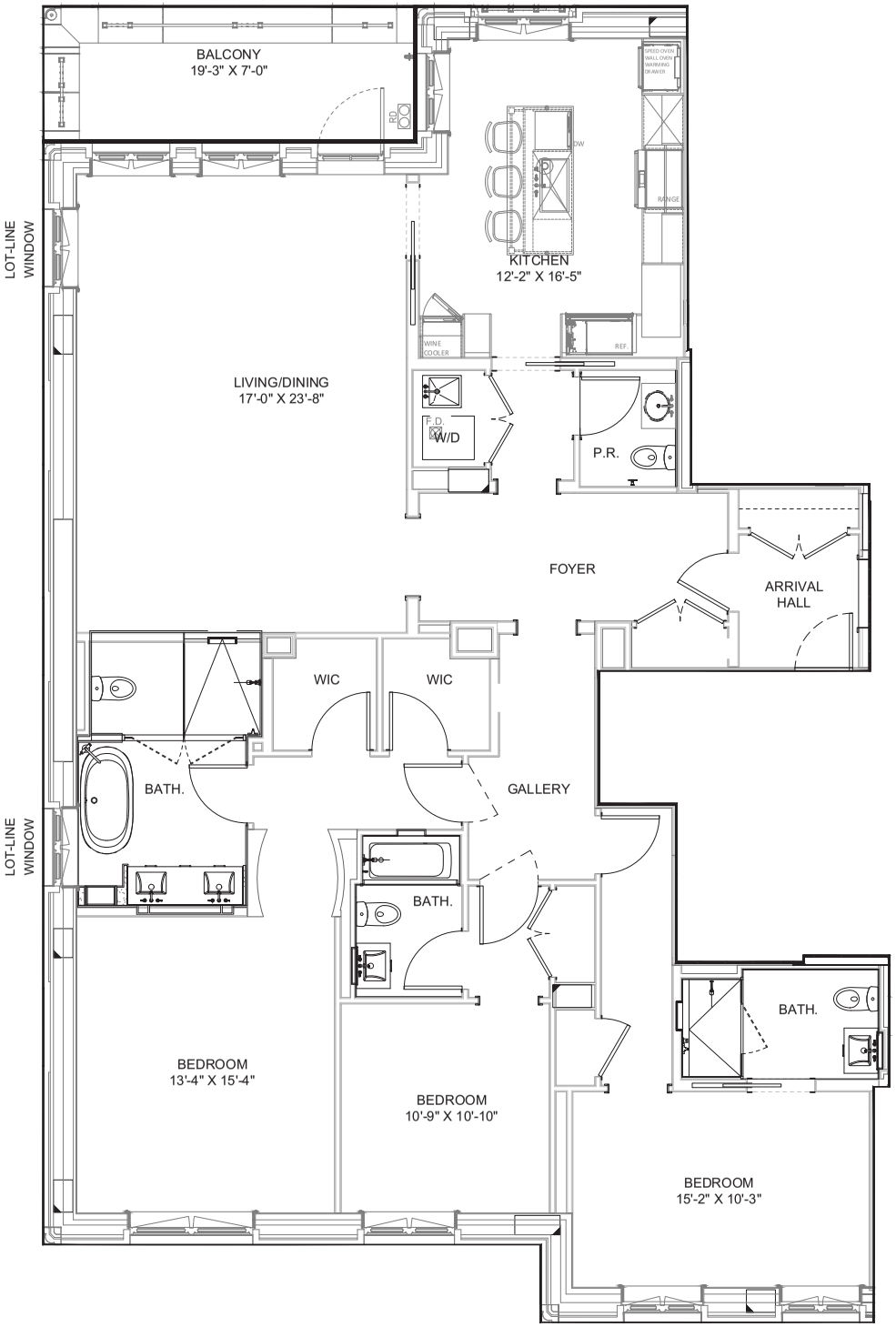
EIGHTH FLOOR
UNIT. 8A

4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

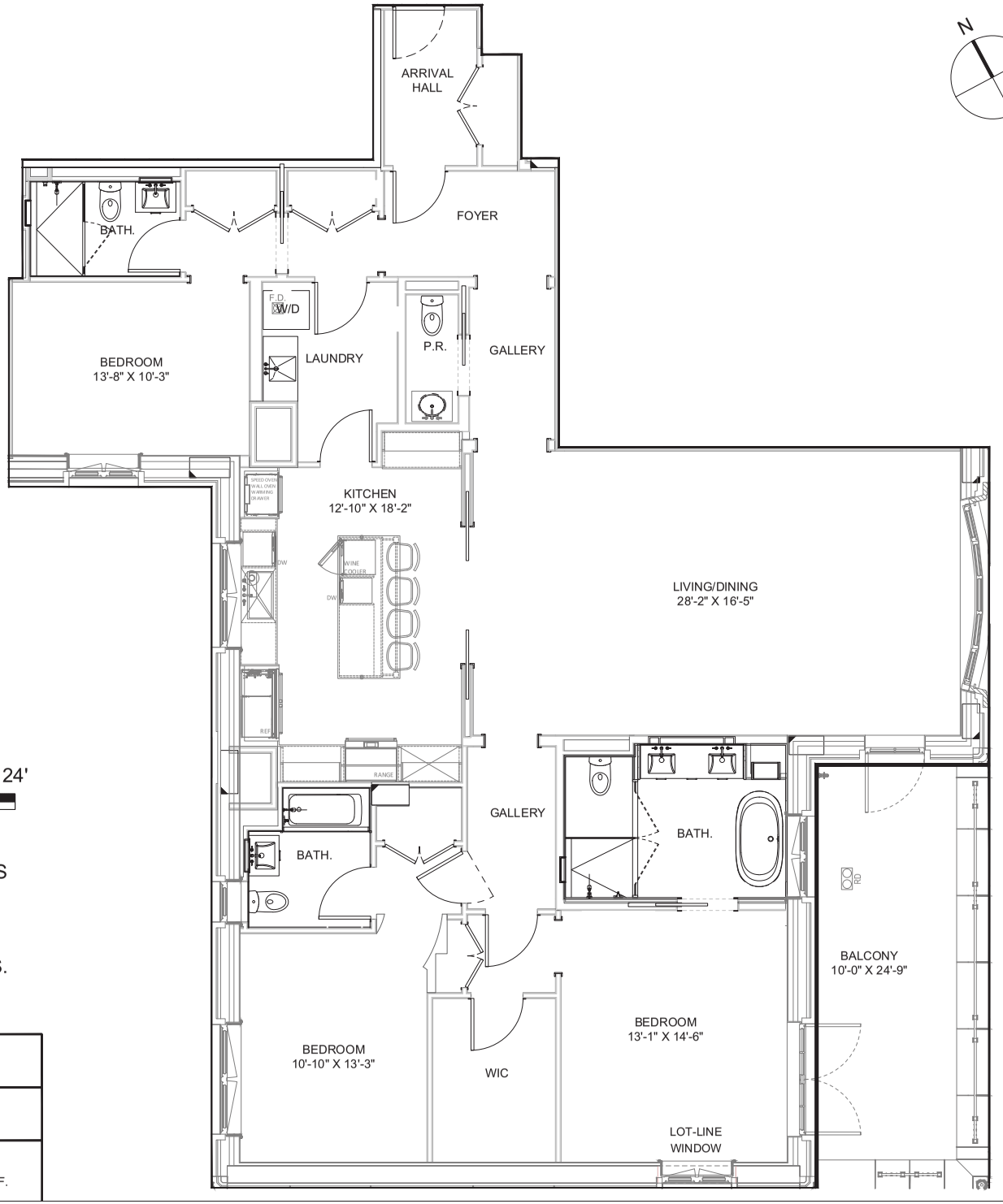
EIGHTH FLOOR
UNIT. 8B

3 BED/ 3 BATH/ 1 P.R.
AREA = 2273 S.F.
EXTERIOR AREA = 135 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT



0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

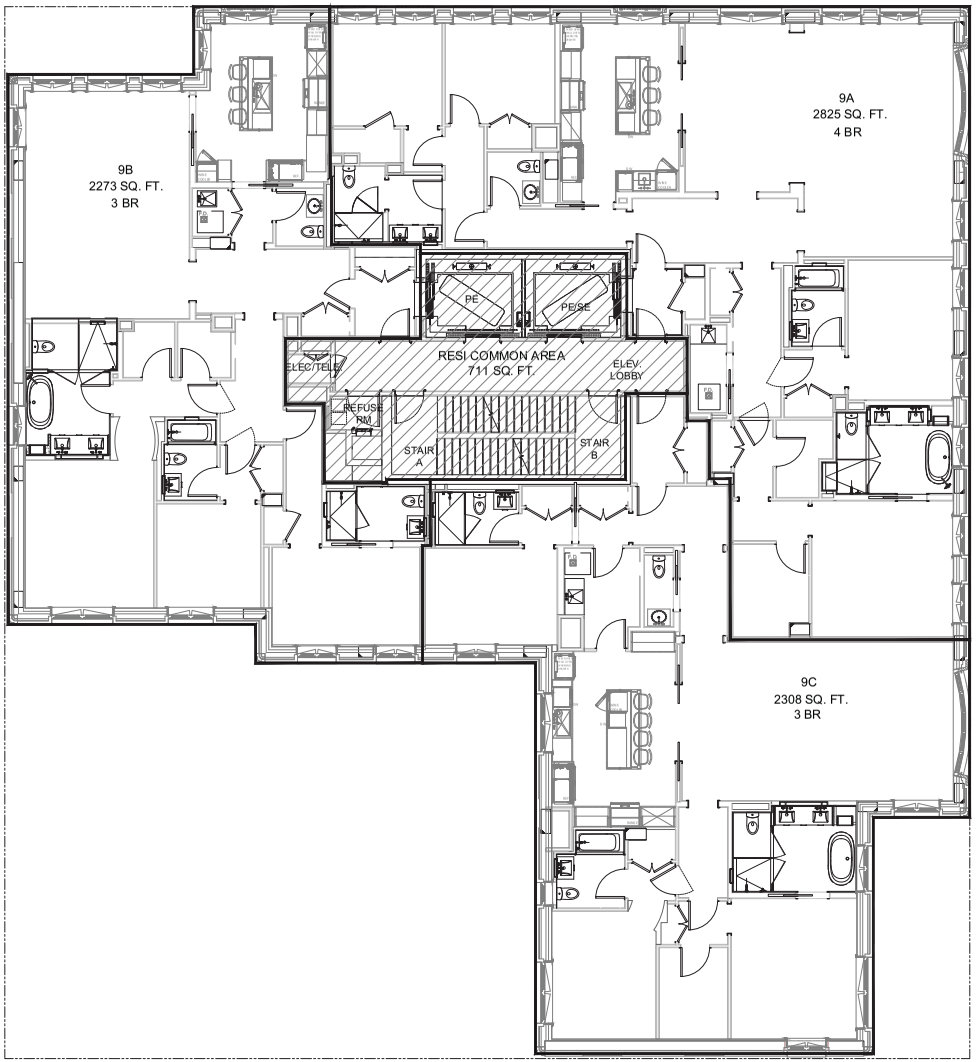
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

EIGHTH FLOOR
UNIT. 8C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2308 S.F.
EXTERIOR AREA = 247 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

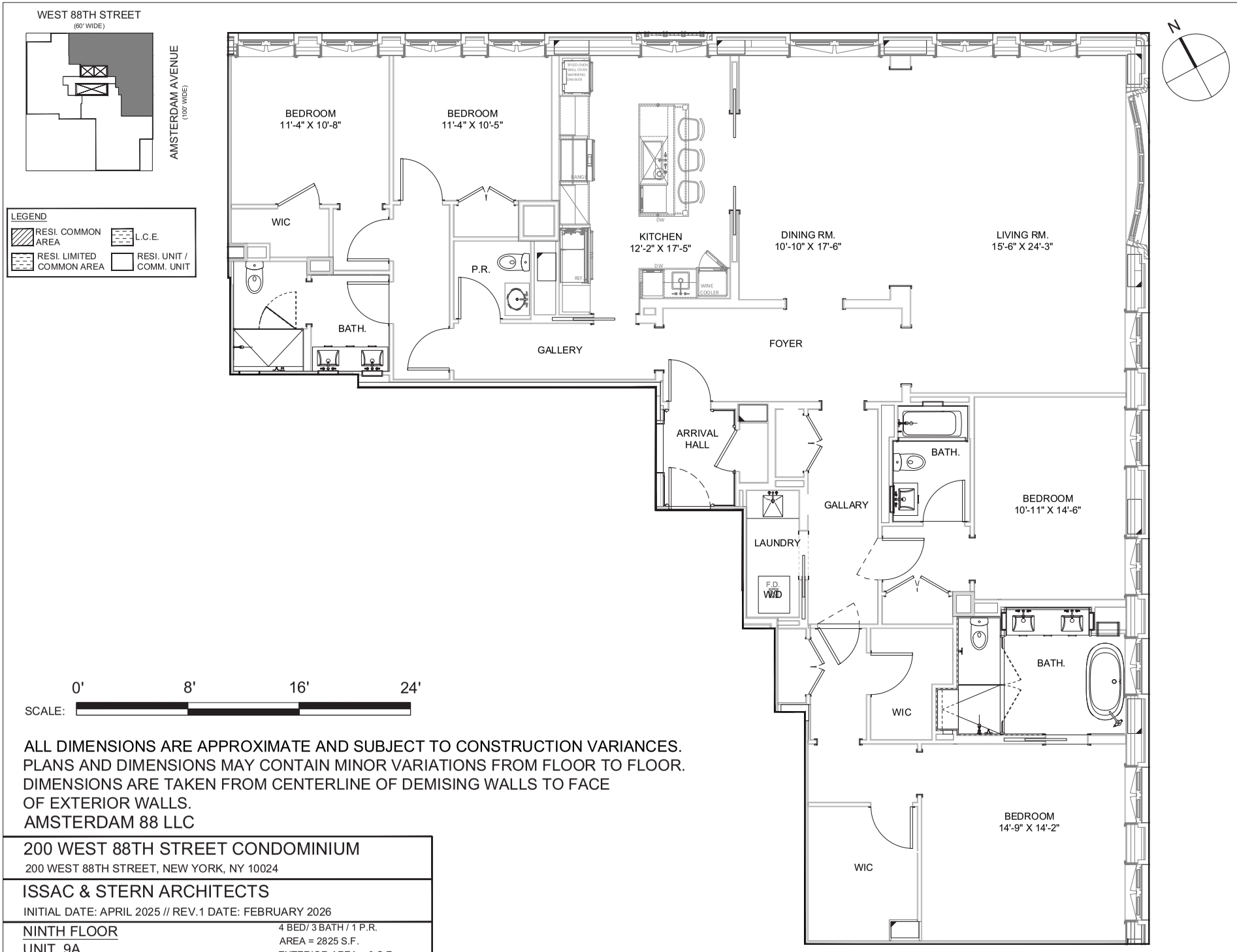
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

NINTH FLOOR
GROSS AREA = 8117 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

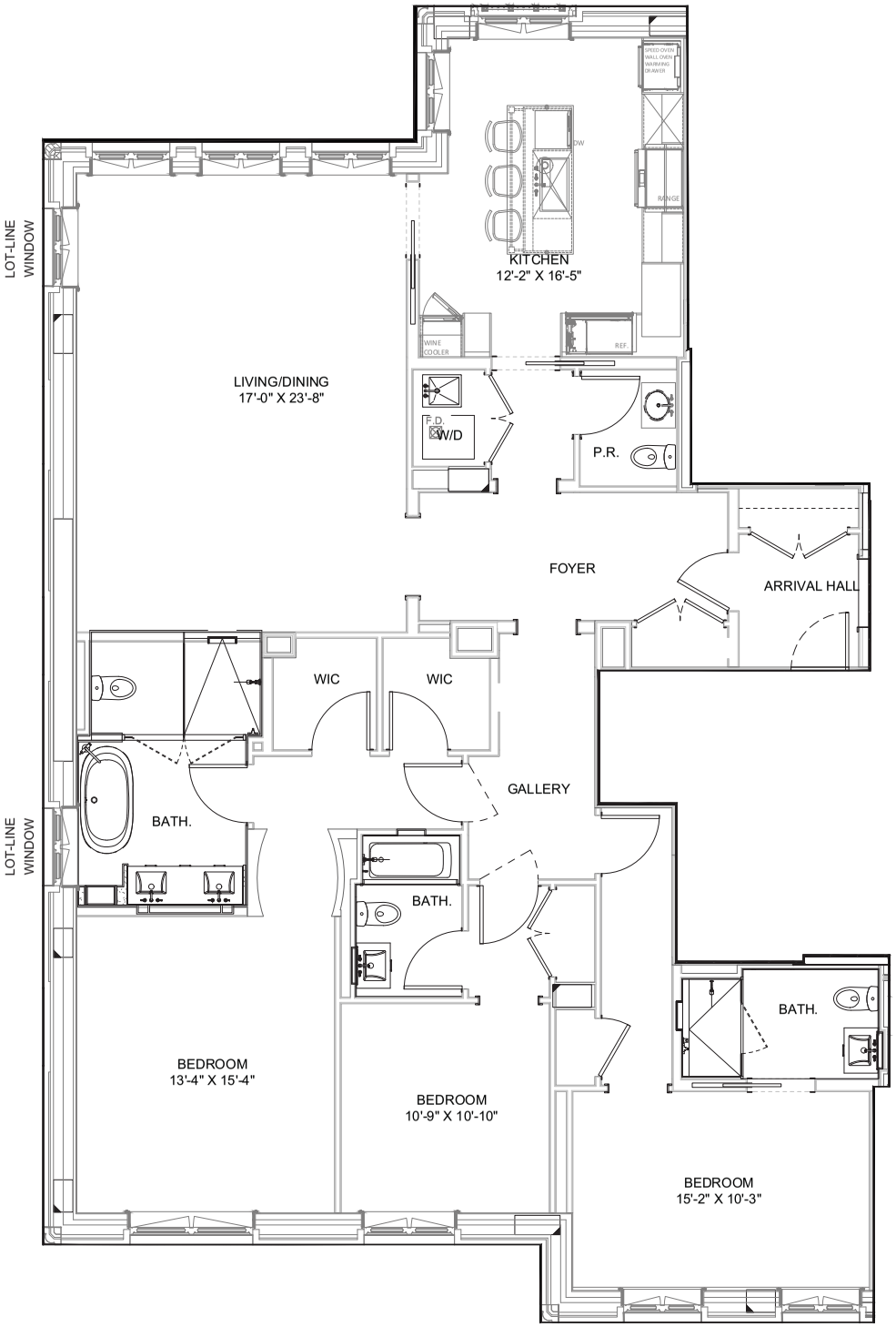
NINTH FLOOR
UNIT. 9A

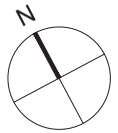
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

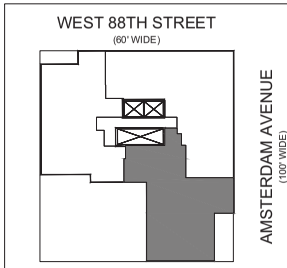
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

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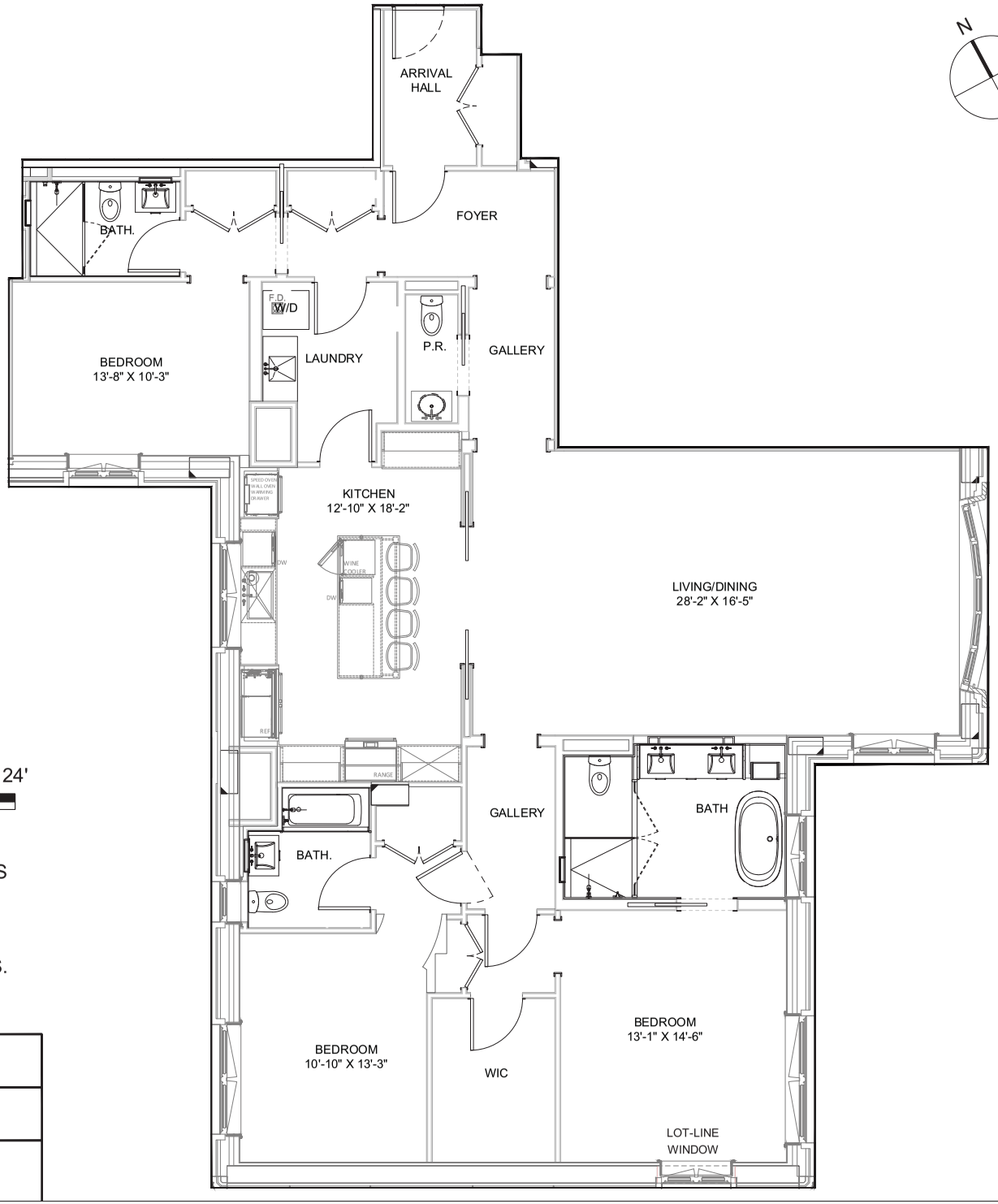
NINTH FLOOR
UNIT. 9B

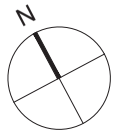
3 BED/ 3 BATH/ 1 P.R.
AREA = 2273 S.F.
EXTERIOR AREA = 135 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

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AMSTERDAM 88 LLC

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200 WEST 88TH STREET, NEW YORK, NY 10024

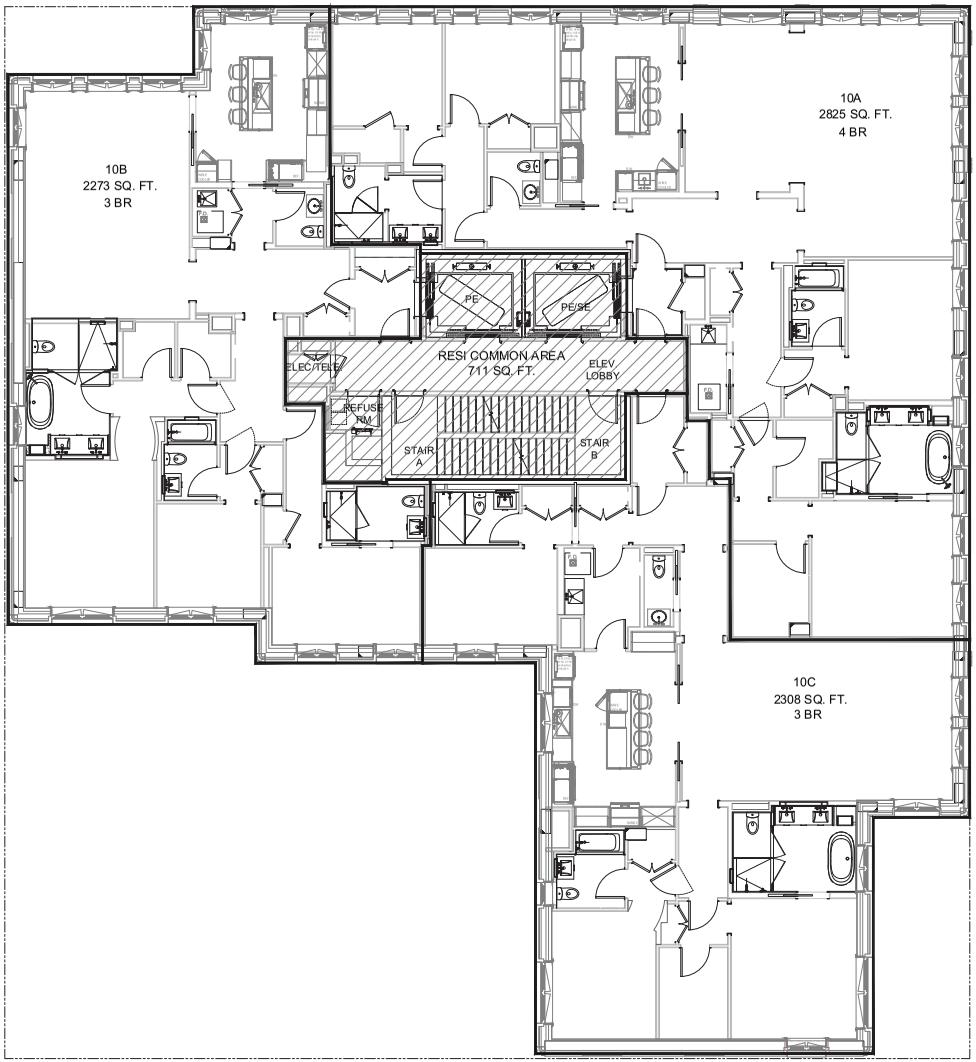
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

NINTH FLOOR
UNIT. 9C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2308 S.F.
EXTERIOR AREA = 0 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

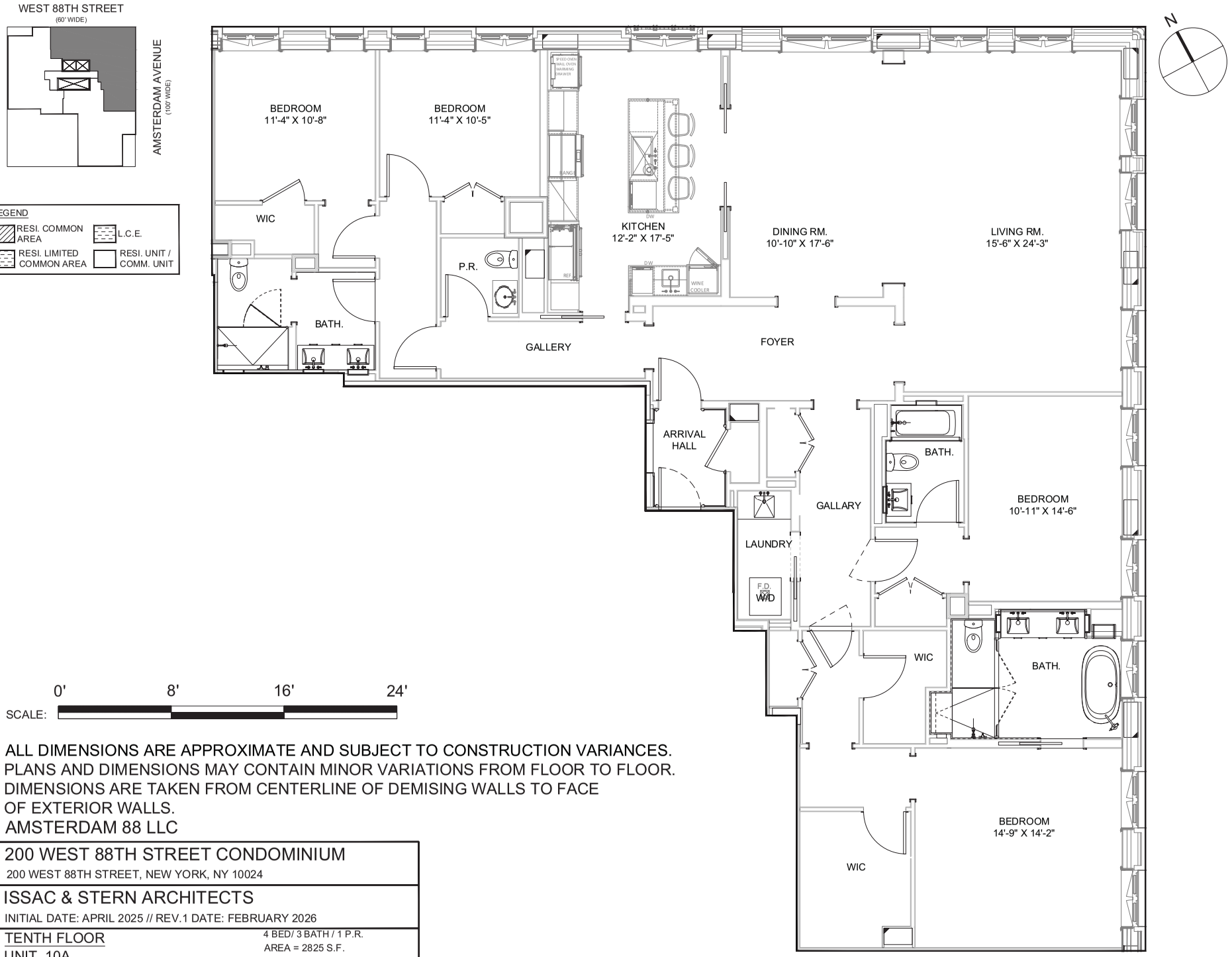
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

TENTH FLOOR
GROSS AREA = 8117 SQ. FT.

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OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

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ISSAC & STERN ARCHITECTS

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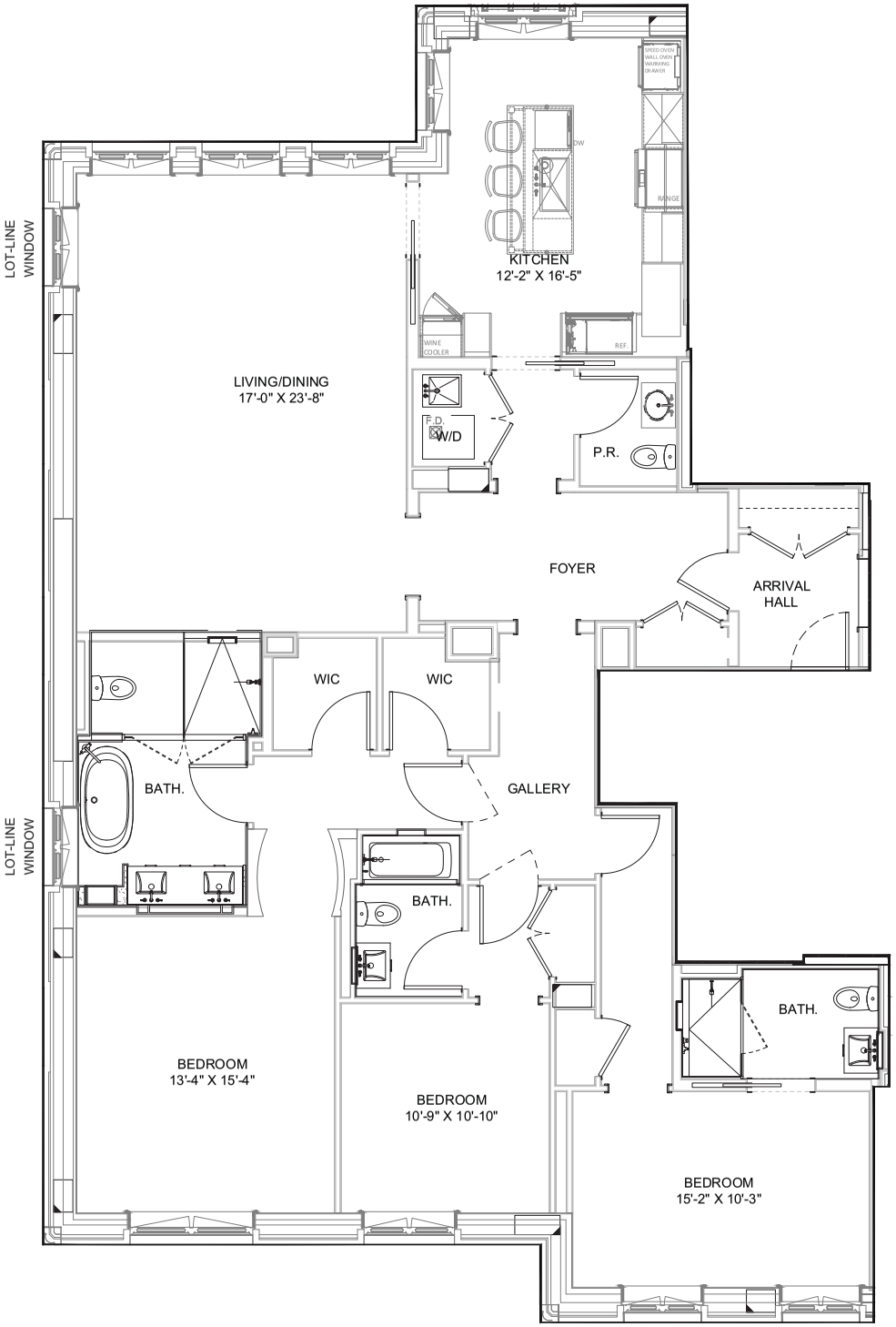
TENTH FLOOR
UNIT. 10A

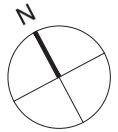
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

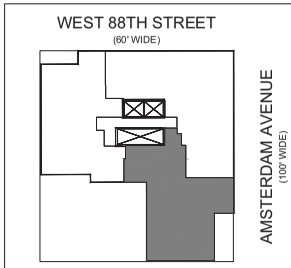
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

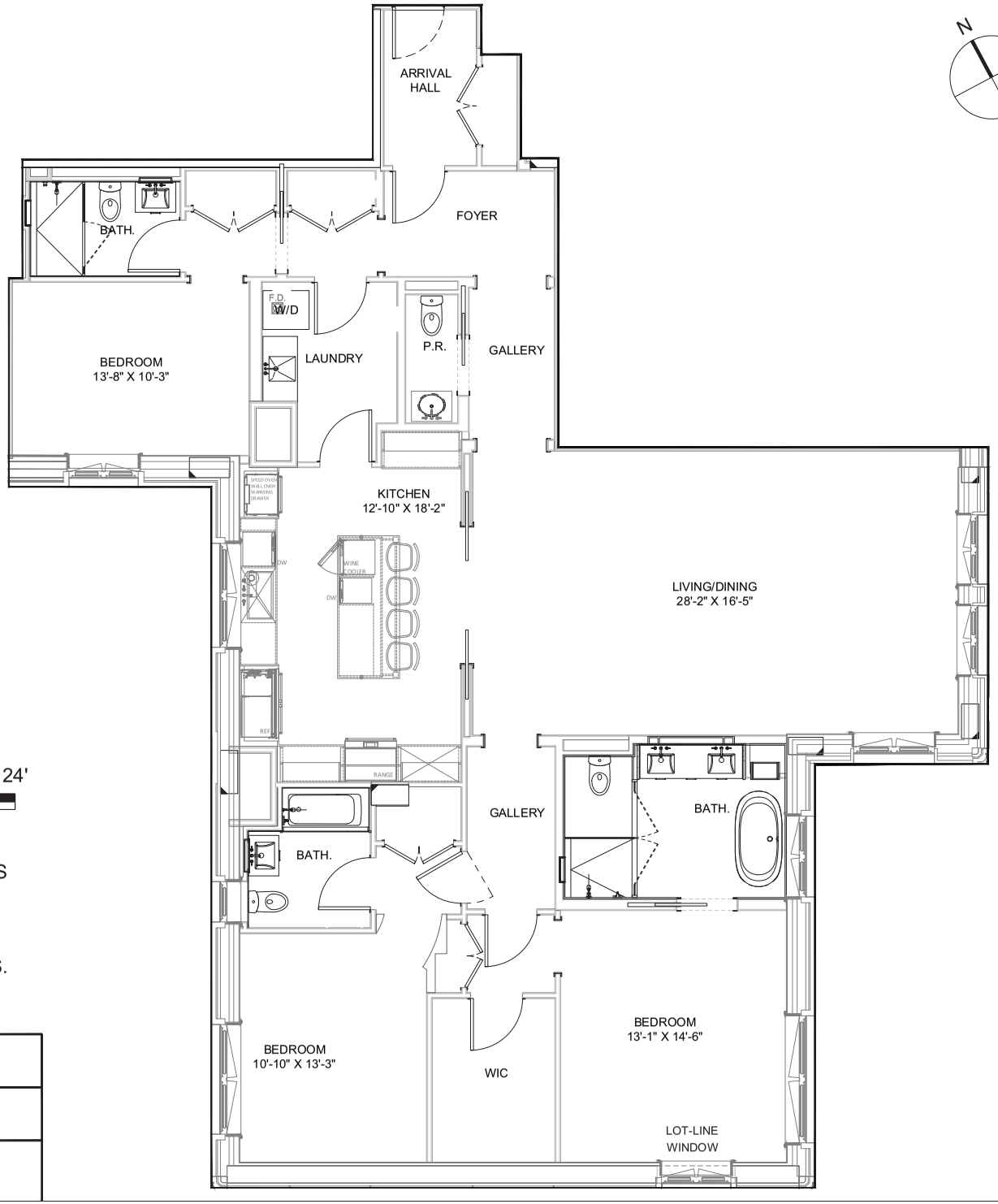
TENTH FLOOR
UNIT. 10B

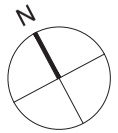
3 BED/ 3 BATH/ 1 P.R.
AREA = 2273 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT







ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

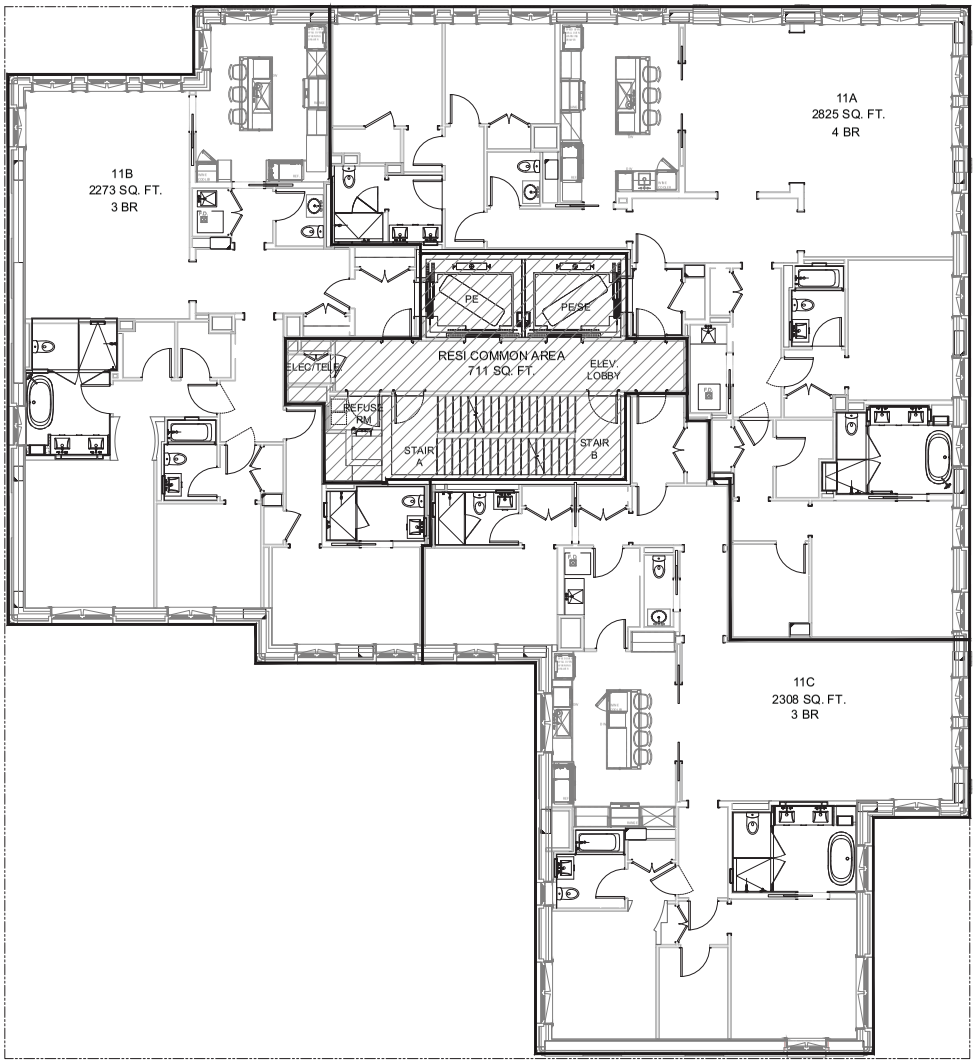
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

TENTH FLOOR
UNIT. 10C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2308 S.F.
EXTERIOR AREA = 0 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

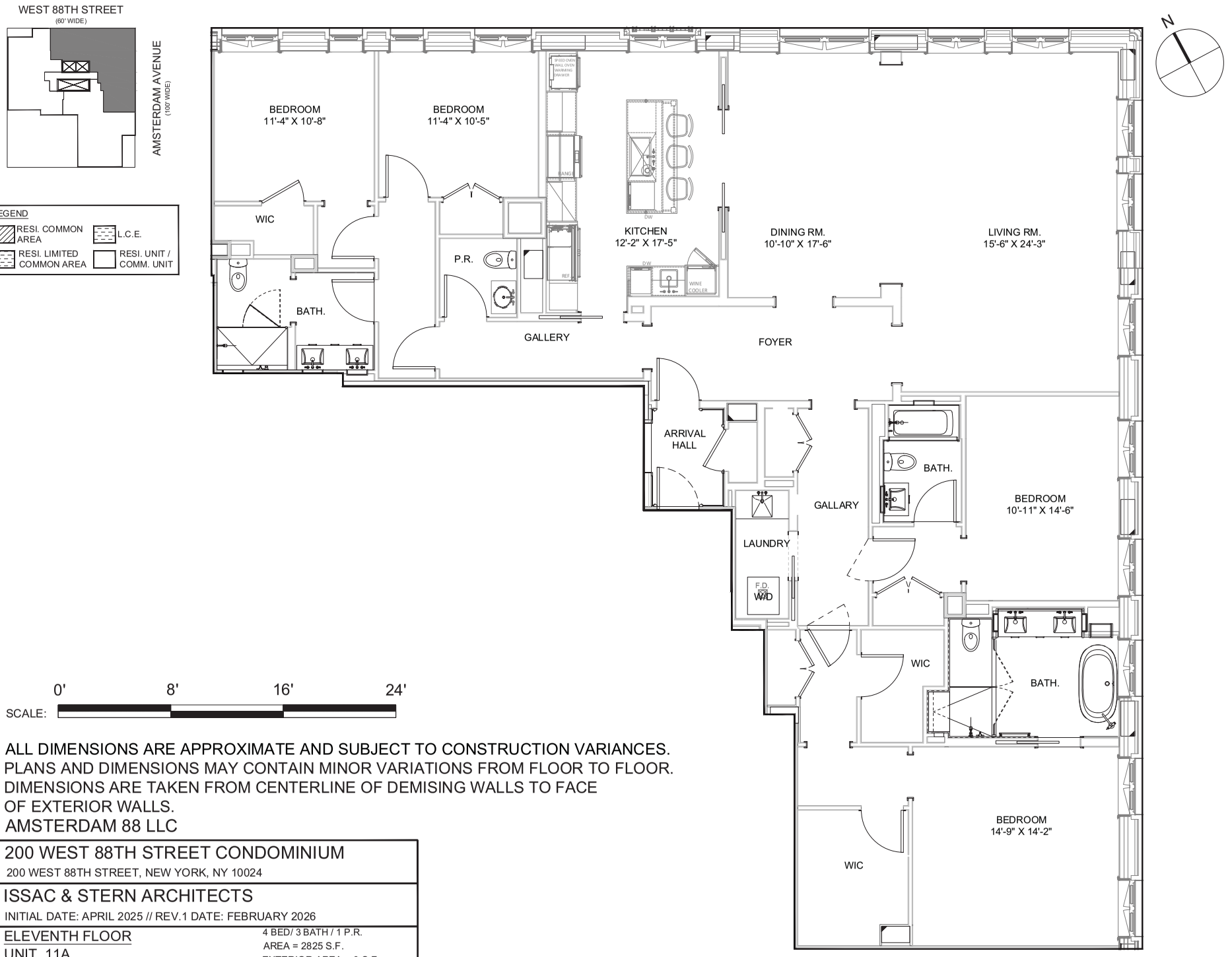
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

ELEVENTH FLOOR
GROSS AREA = 8117 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 711 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'



ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

ELEVENTH FLOOR
UNIT. 11A

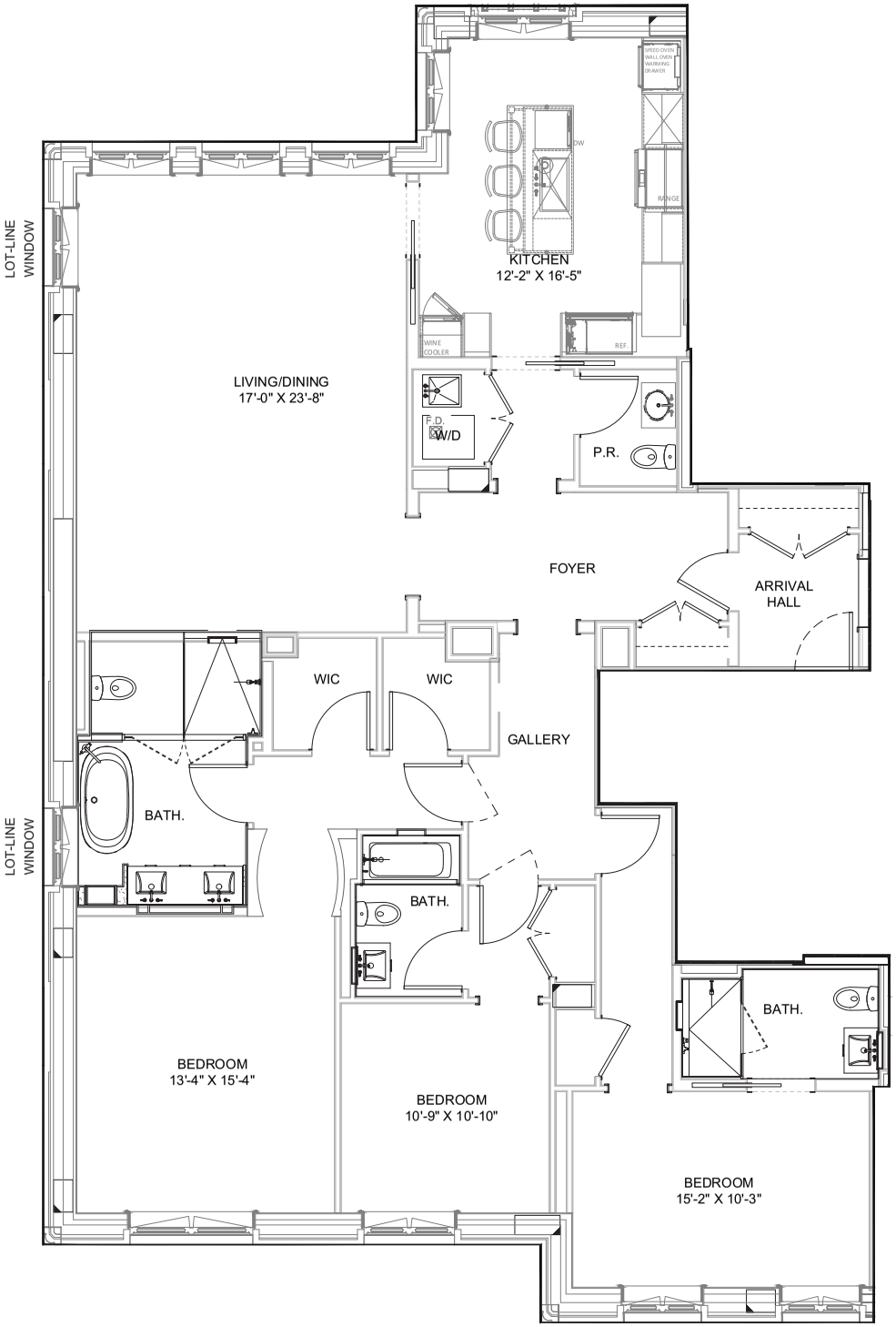
4 BED/ 3 BATH / 1 P.R.
AREA = 2825 S.F.
EXTERIOR AREA = 0 S.F.

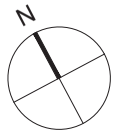


LEGEND

RESI. COMMON AREA | L.C.E.

RESI. LIMITED COMMON AREA | RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

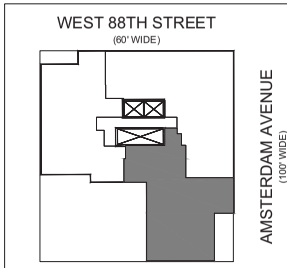
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

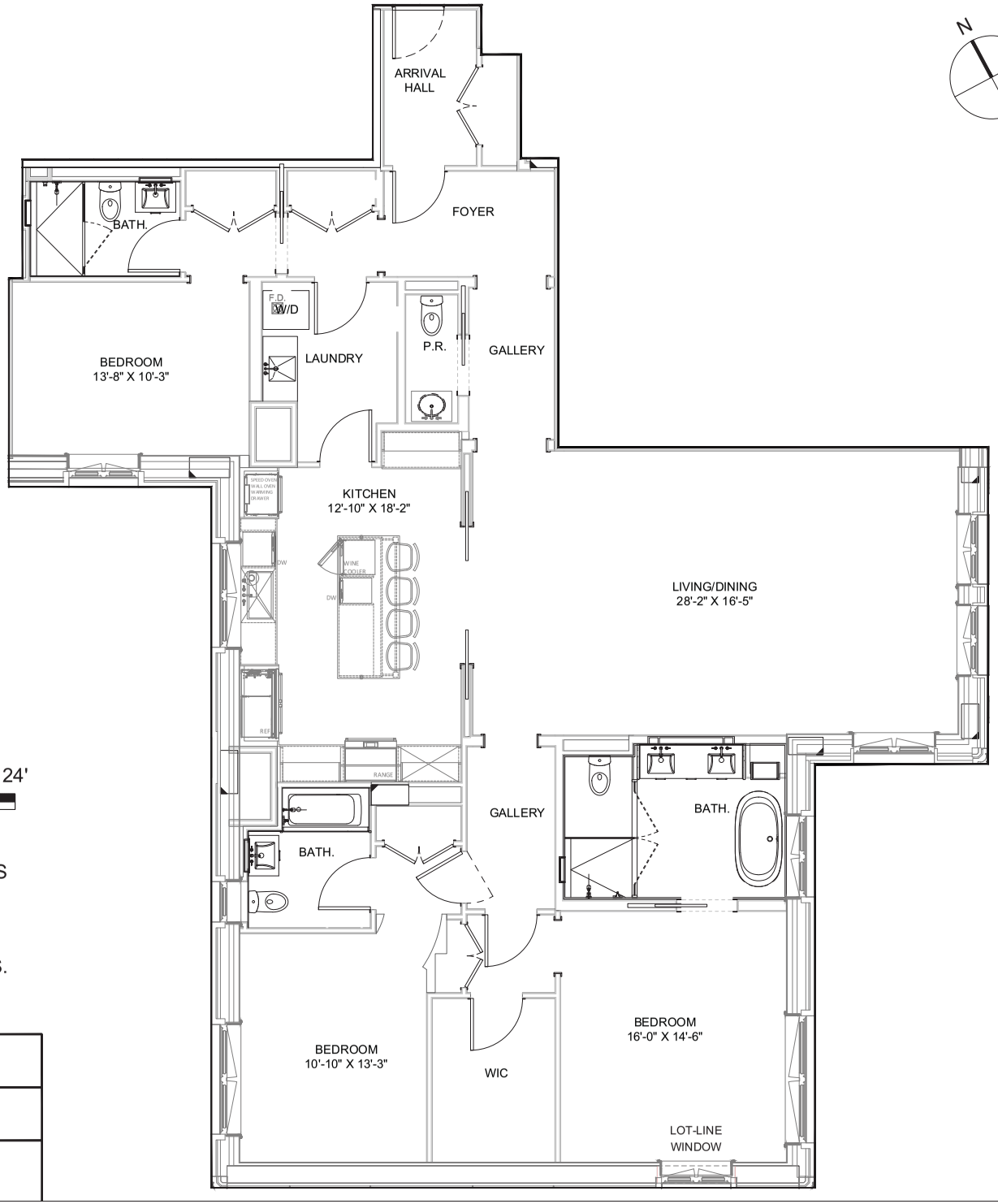
ELEVENTH FLOOR
UNIT. 11B

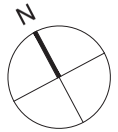
3 BED/ 3 BATH/ 1 P.R.
AREA = 2273 S.F.
EXTERIOR AREA = 0 S.F.



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

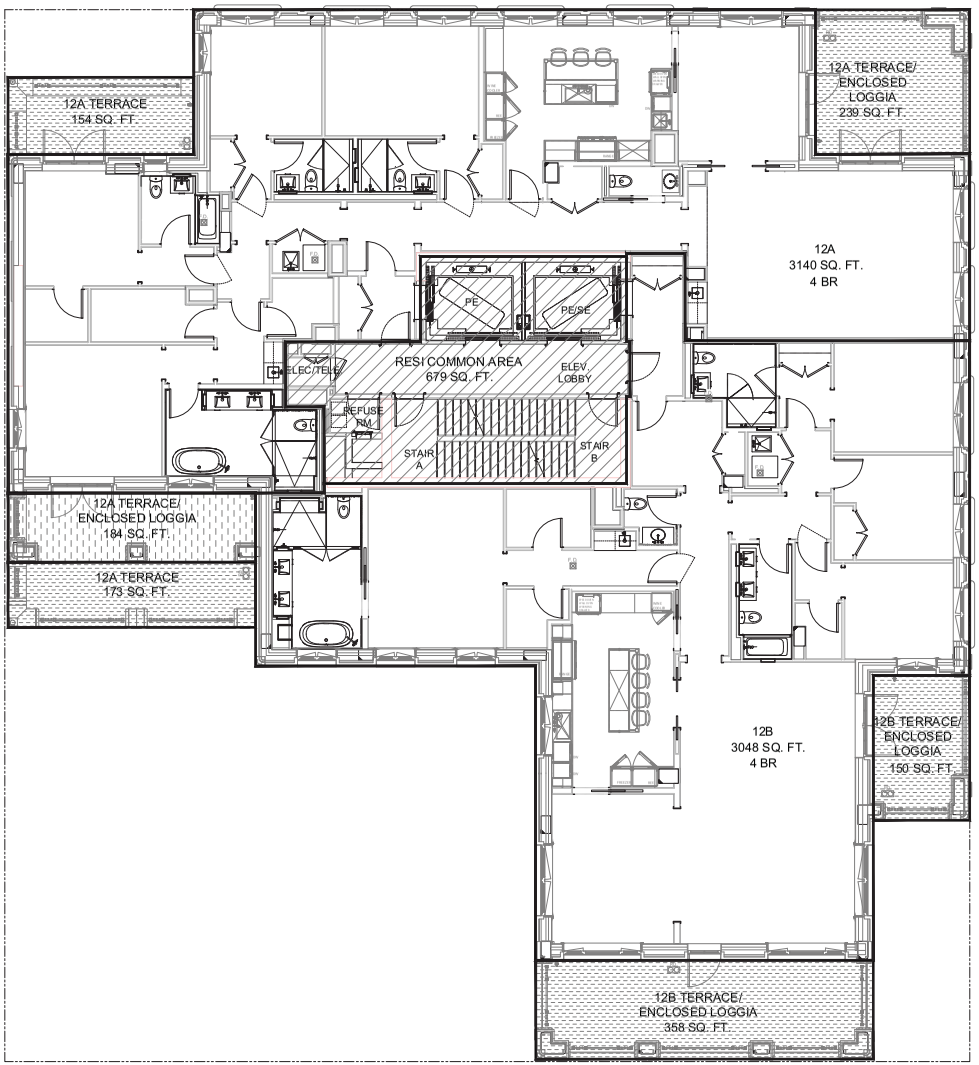
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

ELEVENTH FLOOR
UNIT. 11C

3 BED/ 3 BATH/ 1 P.R.
AREA = 2308 S.F.
EXTERIOR AREA = 0 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

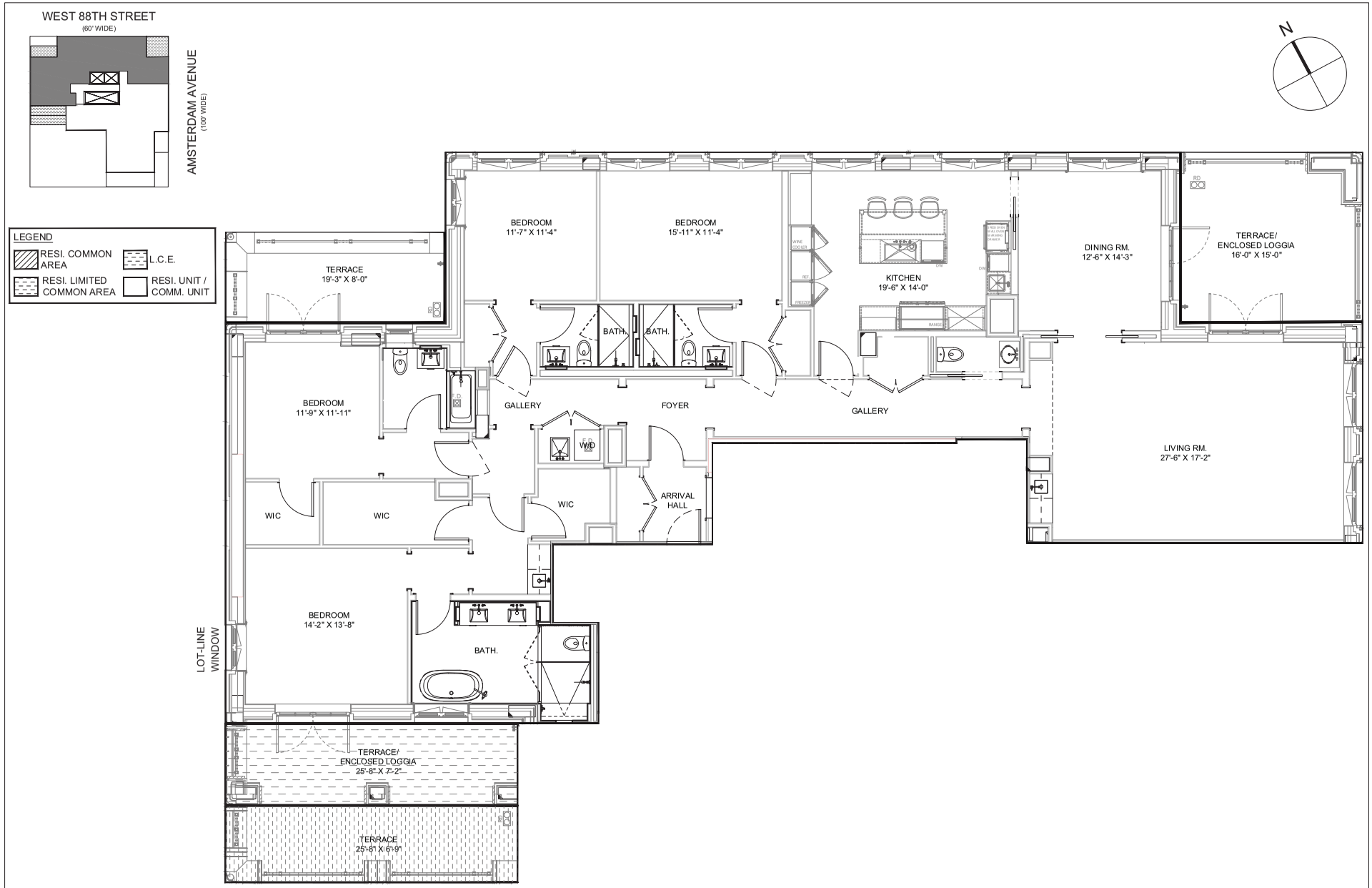
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

TWELFTH FLOOR
GROSS AREA = 6867 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 679 SQ. FT.
RESI. LIMITED COMMON AREA = 1,258 SQ. FT.

SCALE: 0' 8' 16' 24'



AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

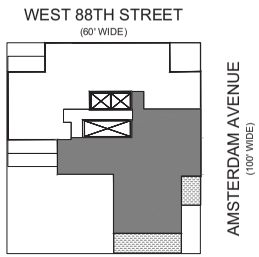
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

TWELFTH FLOOR
UNIT. 12A

4 BED/ 4 BATH / 1 P.R.
AREA = 3140 S.F.
EXTERIOR AREA = 750 S.F.

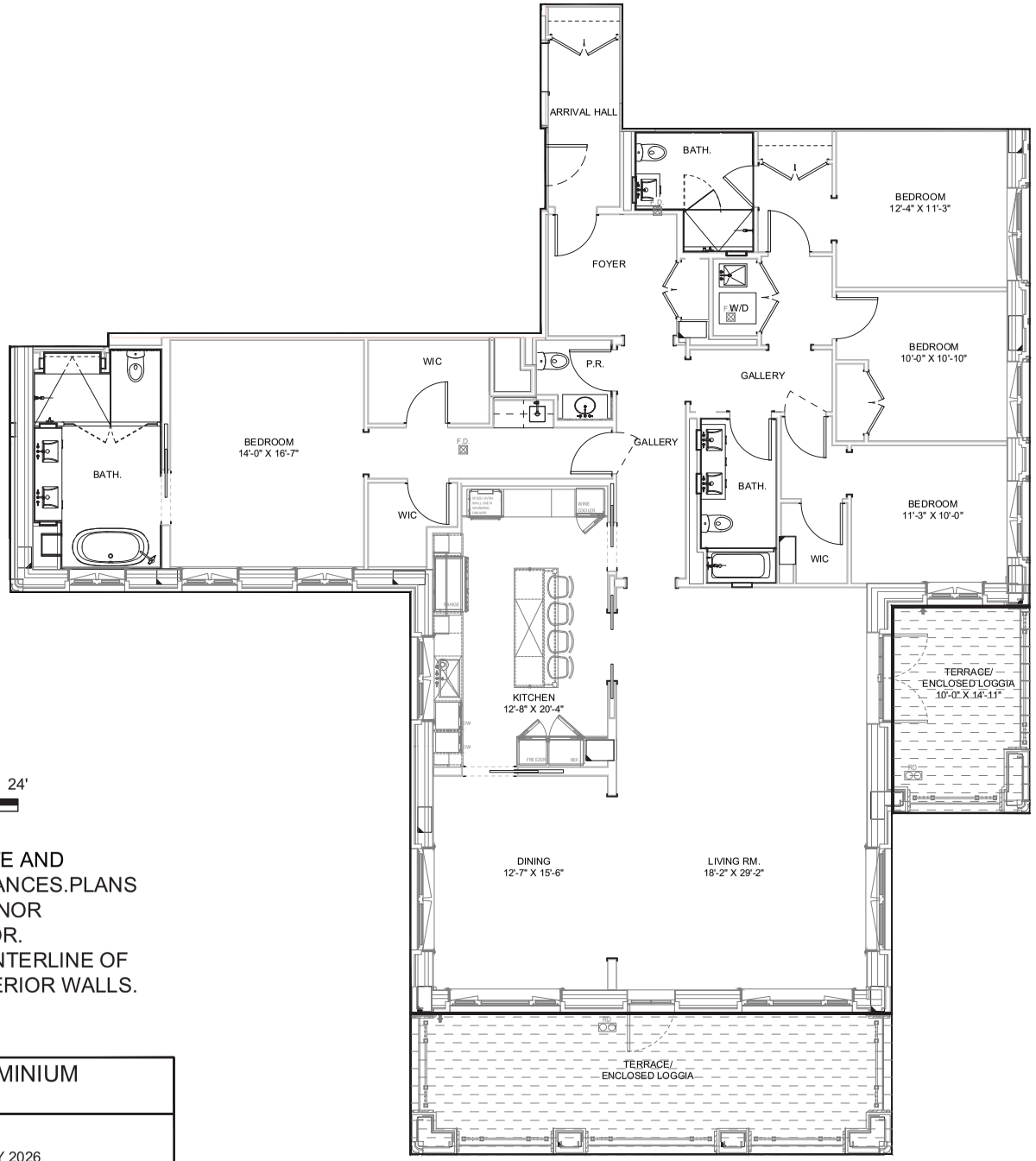
SCALE: 0' 8' 16' 24'

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LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

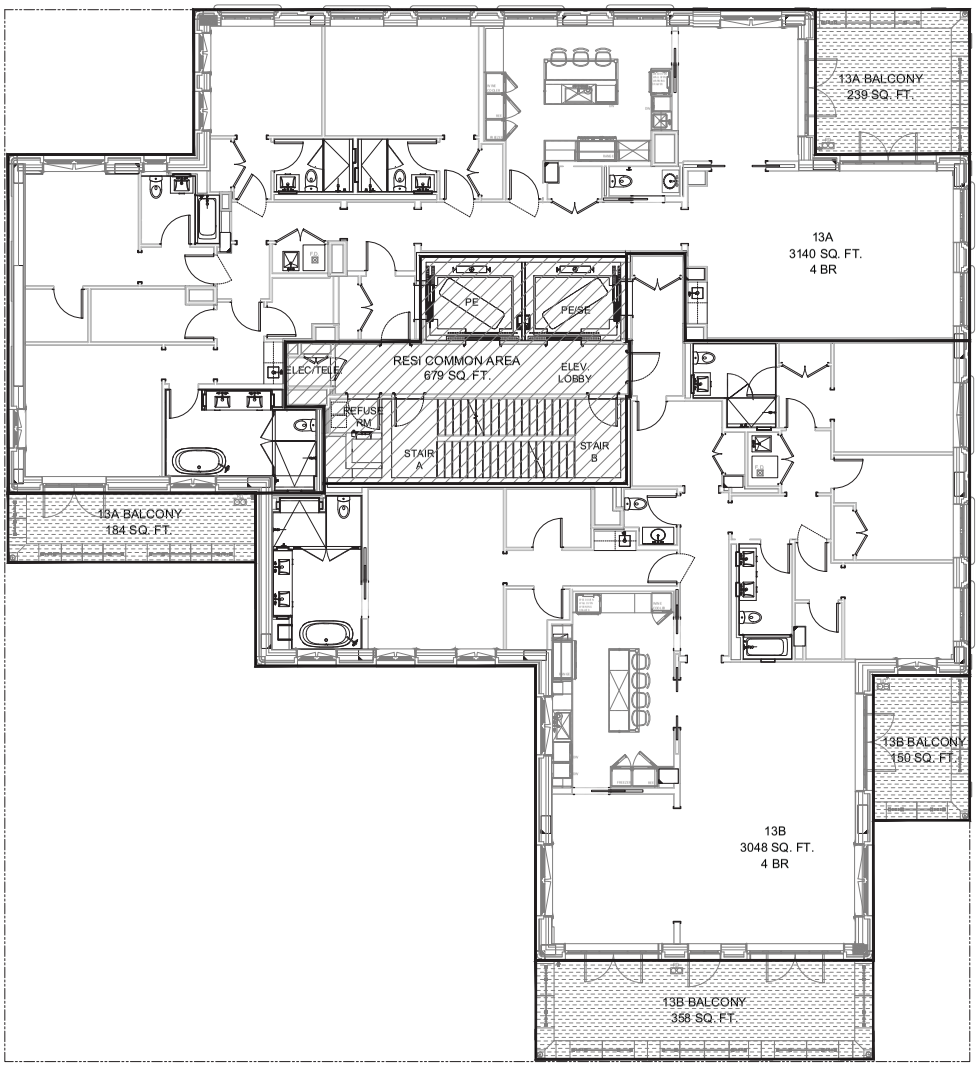
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

TWELFTH FLOOR
UNIT. 12B

4 BED/ 3 BATH / 1 P.R.
AREA = 3048 S.F.
EXTERIOR AREA = 508 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

- 364 -

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

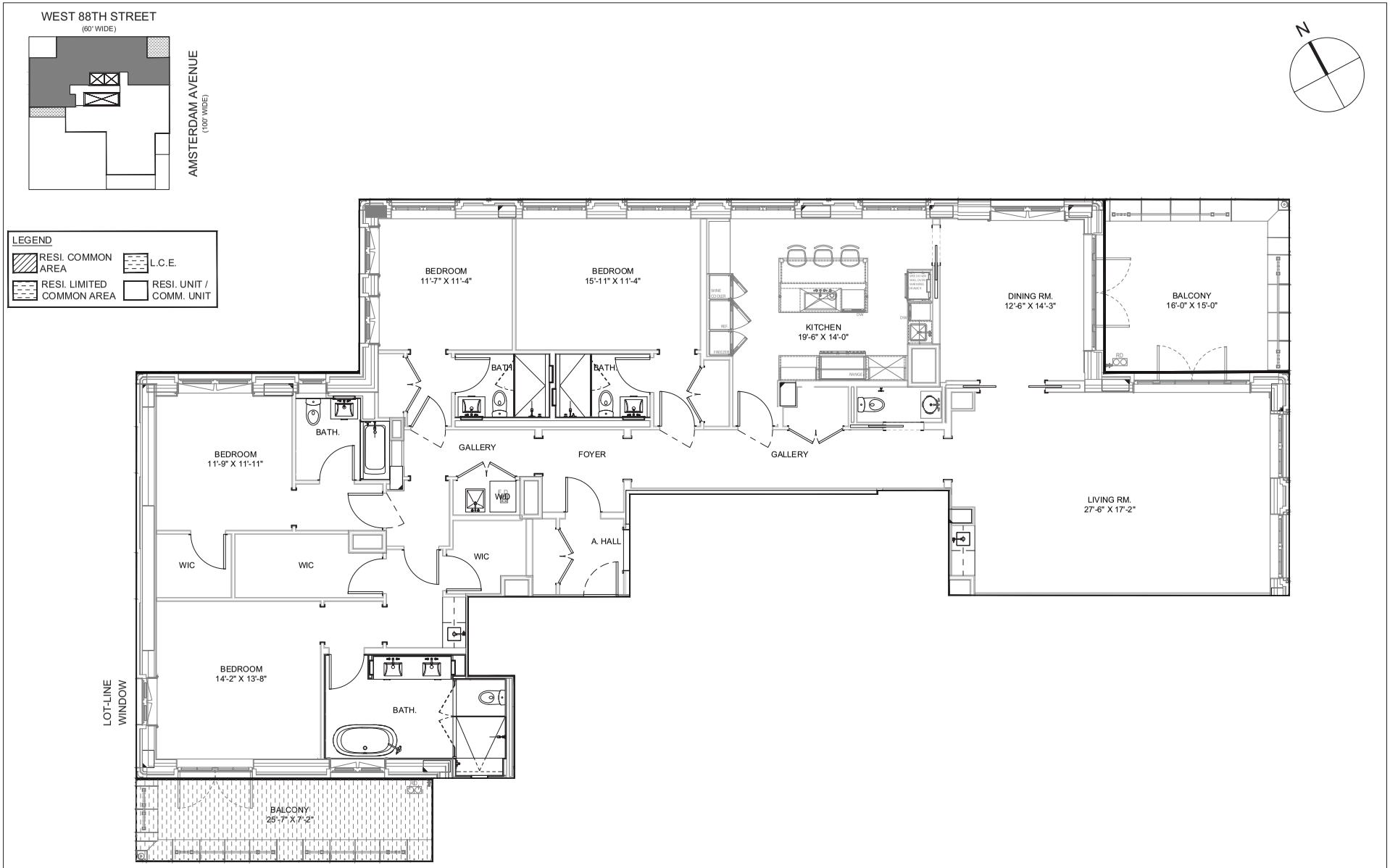
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

THIRTEENTH FLOOR
GROSS AREA = 6867 SQ. FT.

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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 679 SQ. FT.
RESI. LIMITED COMMON AREA = 931 SQ. FT.

SCALE: 0' 8' 16' 24'



AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

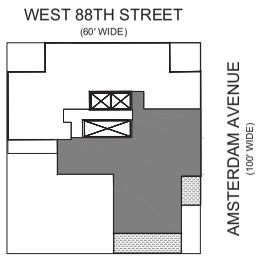
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

THIRTEENTH FLOOR (MKT 14 FLR)
UNIT. 14A

4 BED/ 4 BATH / 1 P.R.
AREA = 3140 S.F.
EXTERIOR AREA = 423 S.F.

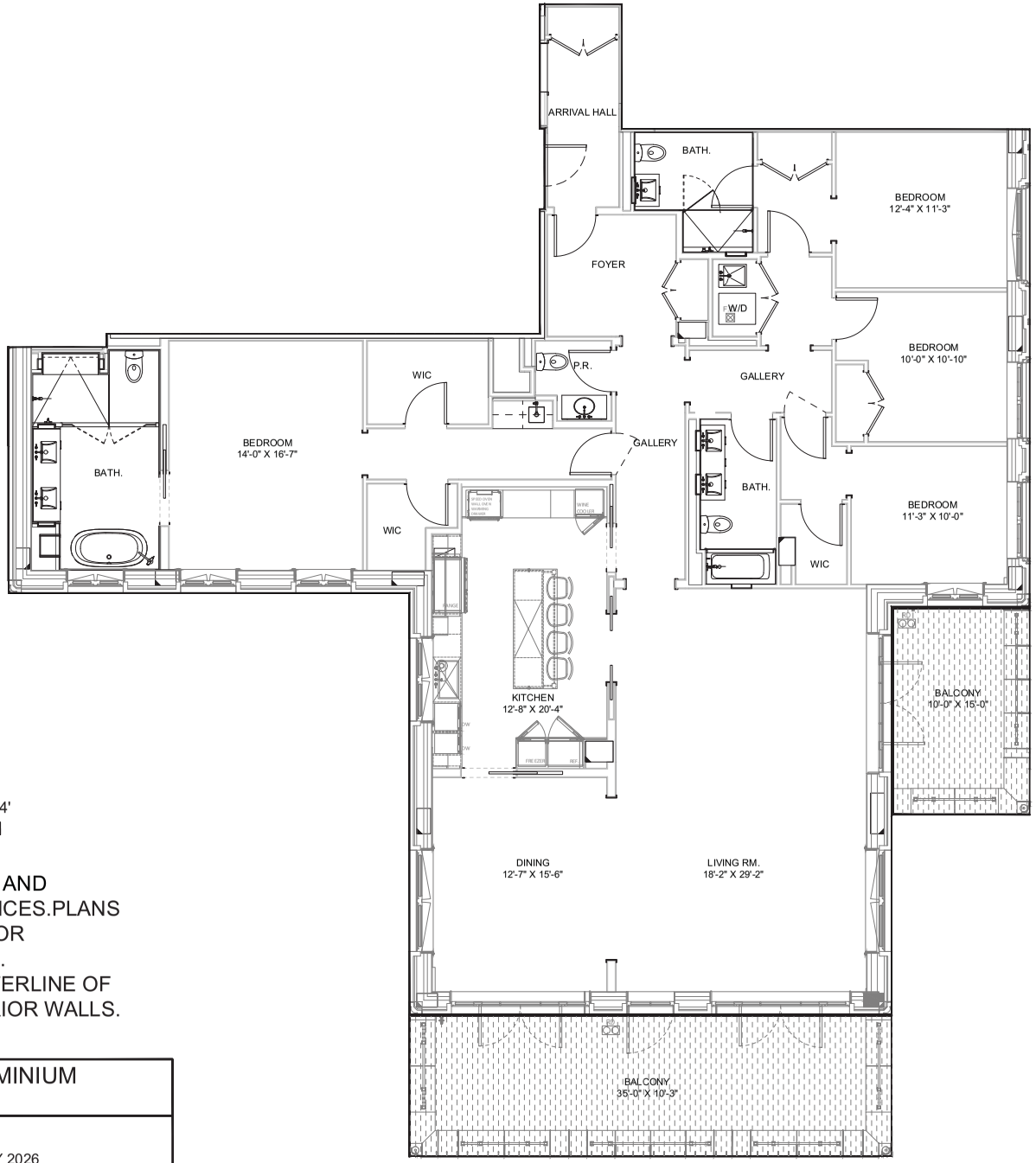
SCALE: 0' 8' 16' 24'

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LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

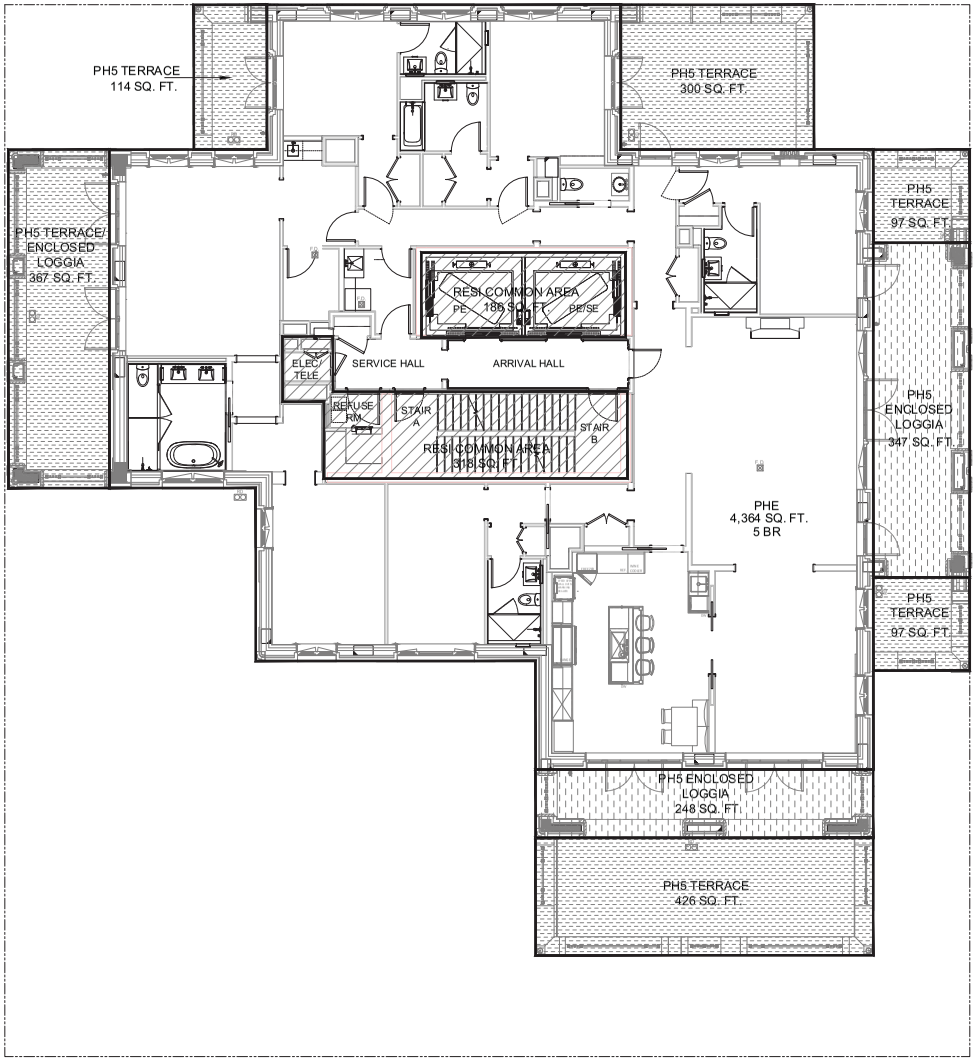
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

THIRTEENTH FLOOR (MKT 14 FLR)
UNIT. 14B

4 BED/ 3 BATH / 1 P.R.
AREA = 3048 S.F.
EXTERIOR AREA = 508 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

DISCLOSURE

SERVICE HALL AND ARRIVAL HALL IS AN INTERVENING PUBLIC HALL PURSUANT TO 2014 BC 1014 AND CONSTRUCTED AS A PUBLIC CORRIDOR PURSUANT TO BC 1018. THE USE OF PUBLIC CORRIDORS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO 2014 BC 1014, BC 1018 AND NYC FC Ch. 10 MEANS OF EGRESS. THESE HALLS PROVIDE ACCESS TO EGRESS STAIRS. THE FAIL-SAFE LOCKING SYSTEM AT THESE EGRESS STAIR DOORS, WHICH MUST COMPLY WITH 2014 BC 403.5.3. MANAGEMENT COMPANY WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE STAIR FIRE DOORS AND FAIL-SAFE LOCKING SYSTEMS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

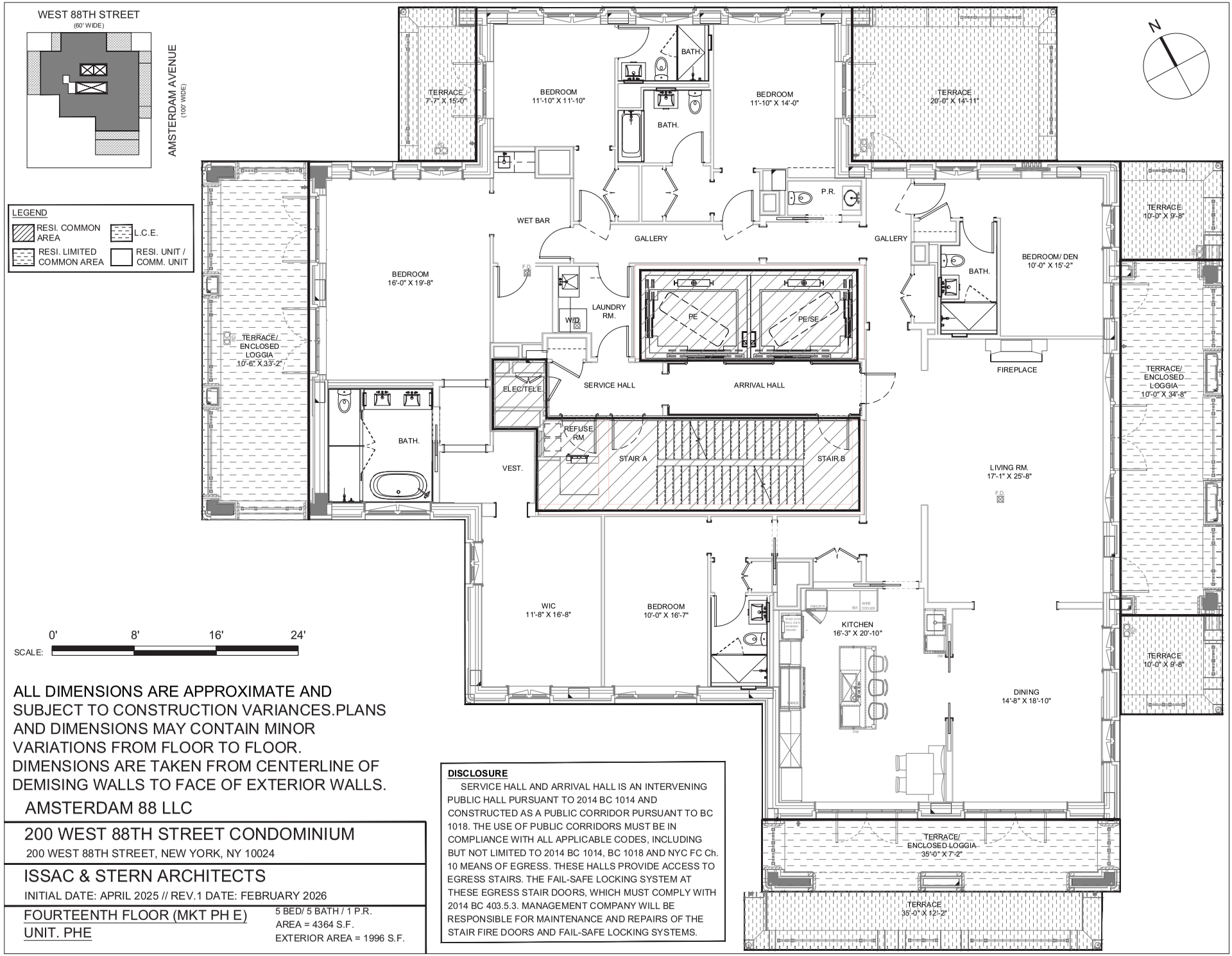
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FOURTEENTH FLOOR
GROSS AREA = 4868 SQ. FT.

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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 504 SQ. FT. RESI. LIMITED COMMON AREA = 1,996 SQ. FT.

SCALE: 0' 8' 16' 24'



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DISCLOSURE

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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

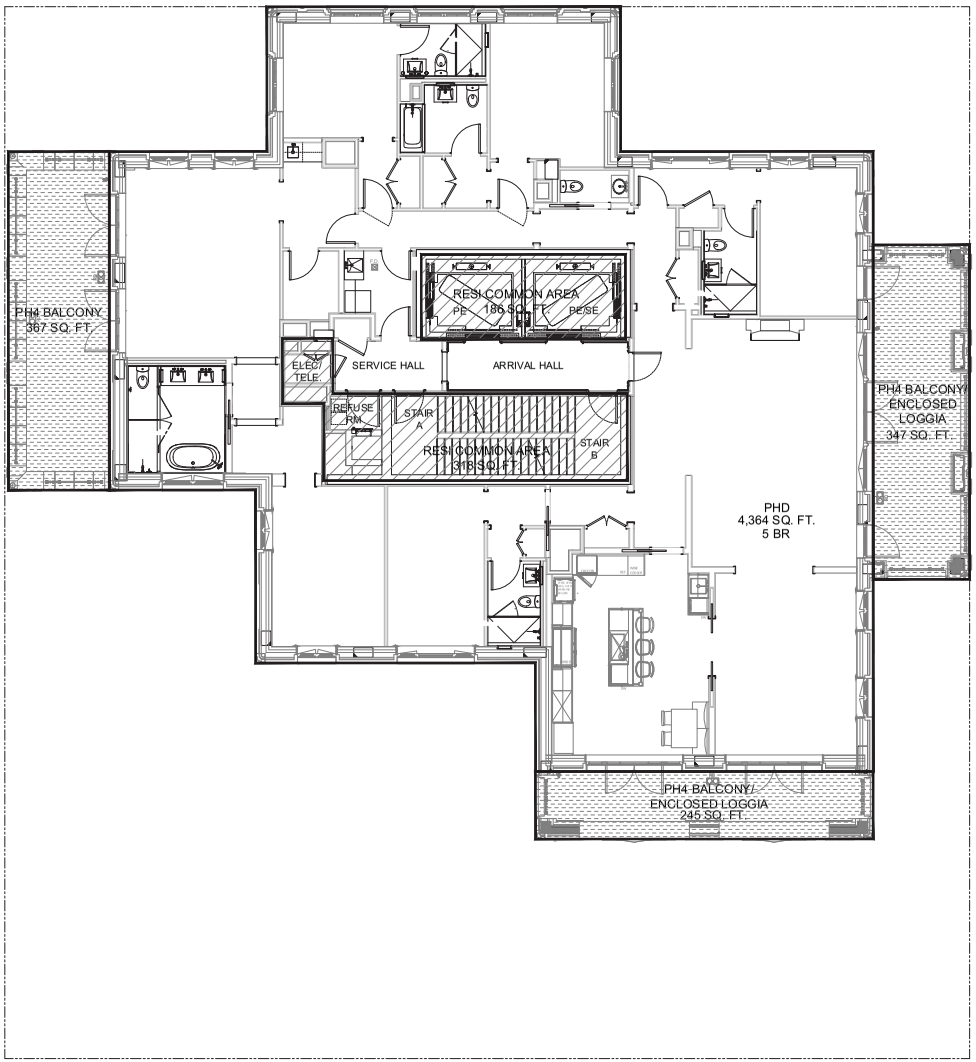
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FOURTEENTH FLOOR (MKT PH E)
UNIT. PHE

5 BED/ 5 BATH / 1 P.R.
AREA = 4364 S.F.
EXTERIOR AREA = 1996 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

DISCLOSURE

SERVICE HALL AND ARRIVAL HALL IS AN INTERVENING PUBLIC HALL PURSUANT TO 2014 BC 1014 AND CONSTRUCTED AS A PUBLIC CORRIDOR PURSUANT TO BC 1018. THE USE OF PUBLIC CORRIDORS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO 2014 BC 1014, BC 1018 AND NYC FC Ch. 10 MEANS OF EGRESS. THESE HALLS PROVIDE ACCESS TO EGRESS STAIRS. THE FAIL-SAFE LOCKING SYSTEM AT THESE EGRESS STAIR DOORS, WHICH MUST COMPLY WITH 2014 BC 403.5.3. MANAGEMENT COMPANY WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE STAIR FIRE DOORS AND FAIL-SAFE LOCKING SYSTEMS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

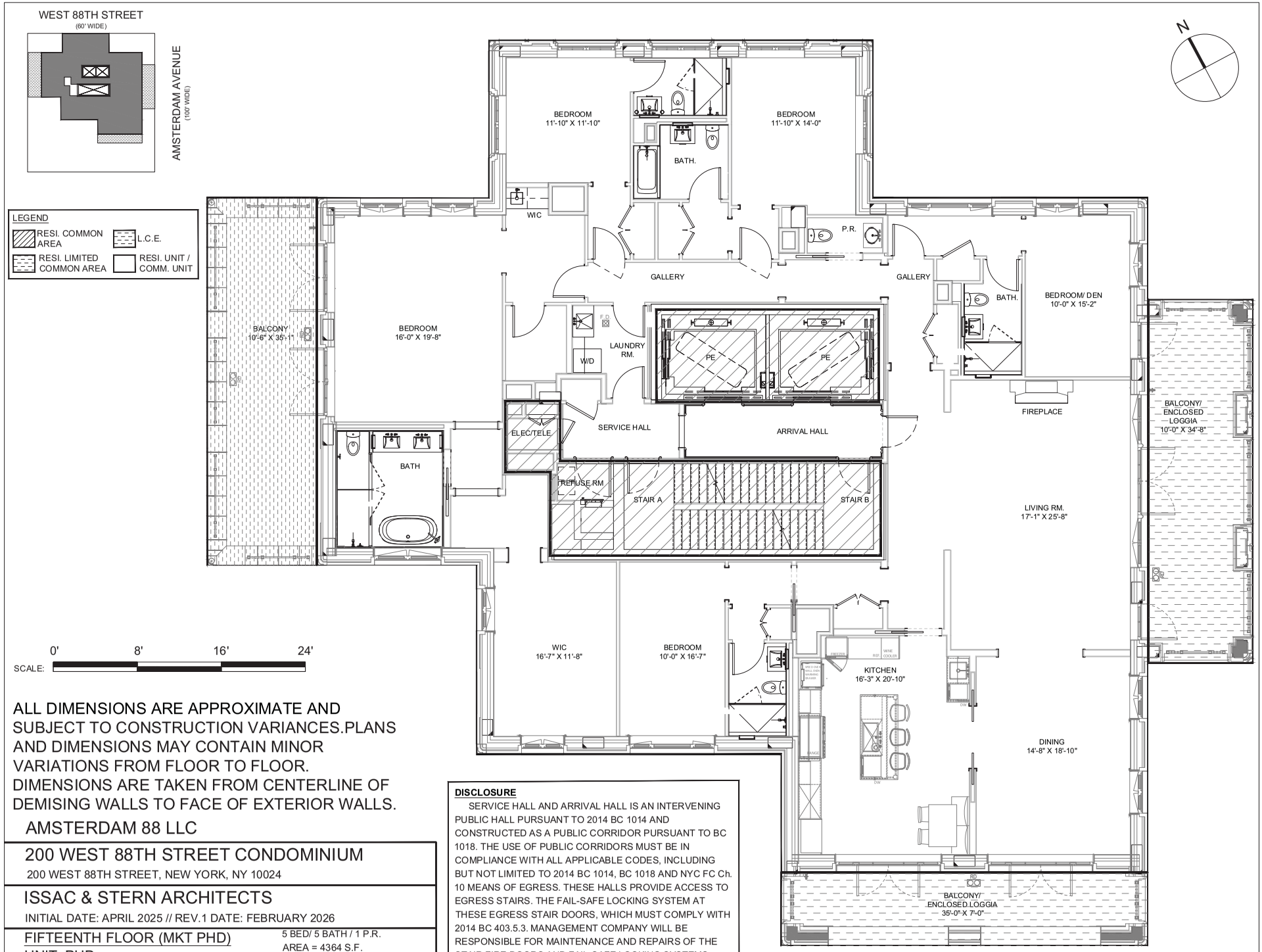
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

FIFTEENTH FLOOR
GROSS AREA = 4868 SQ. FT.

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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 504 SQ. FT.
RESI. LIMITED COMMON AREA = 959 SQ. FT.

SCALE: 0' 8' 16' 24'



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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

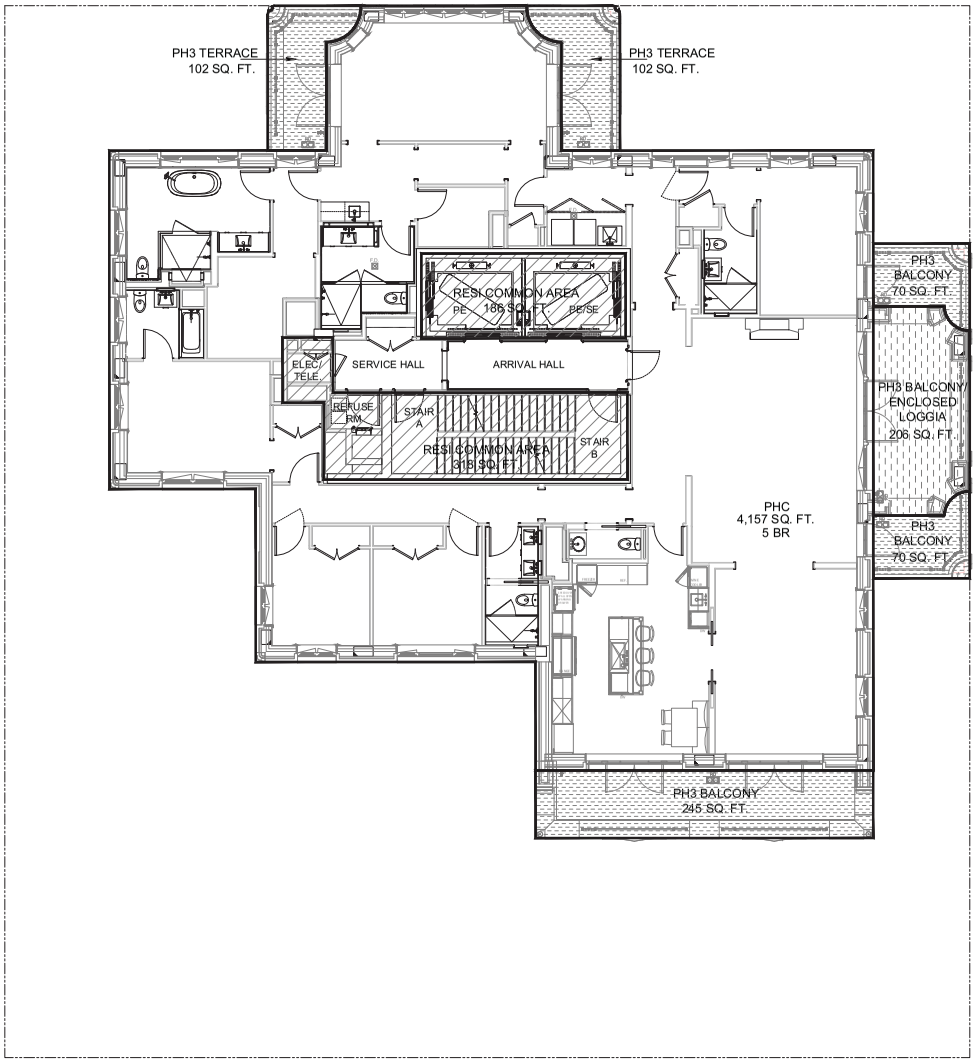
FIFTEENTH FLOOR (MKT PHD)
UNIT. PHD

5 BED/ 5 BATH / 1 P.R.
AREA = 4364 S.F.
EXTERIOR AREA = 959 S.F.

DISCLOSURE

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WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

DISCLOSURE

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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

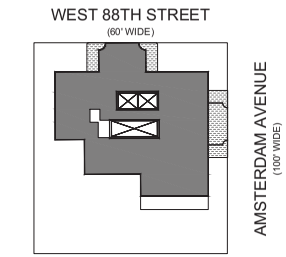
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SIXTEENTH FLOOR
GROSS AREA = 4661 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

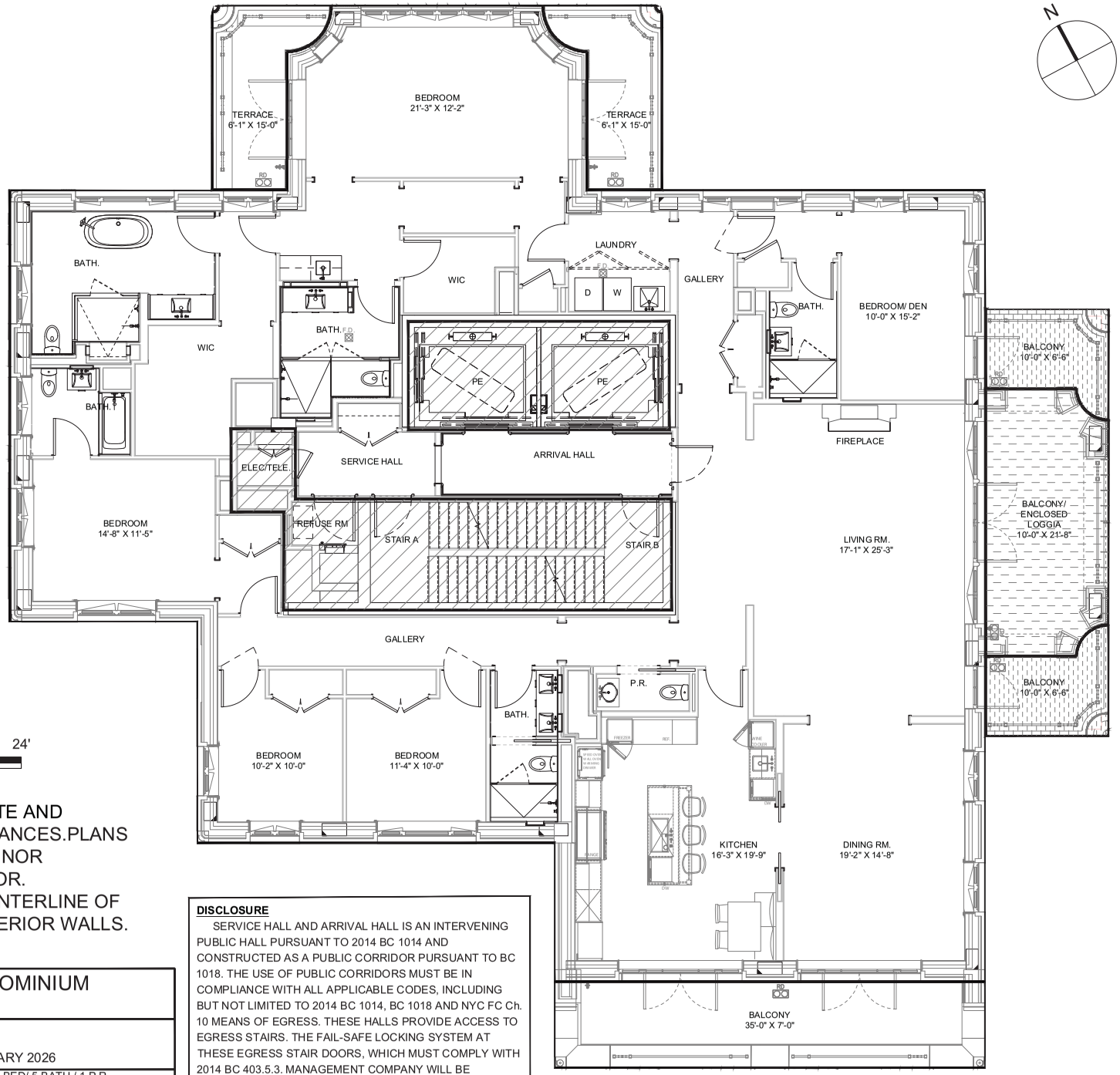
RESI. COMMON AREA = 504 SQ. FT. RESI. LIMITED COMMON AREA = 796 SQ. FT.

SCALE: 0' 8' 16' 24'



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT



0' 8' 16' 24'

SCALE:

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AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

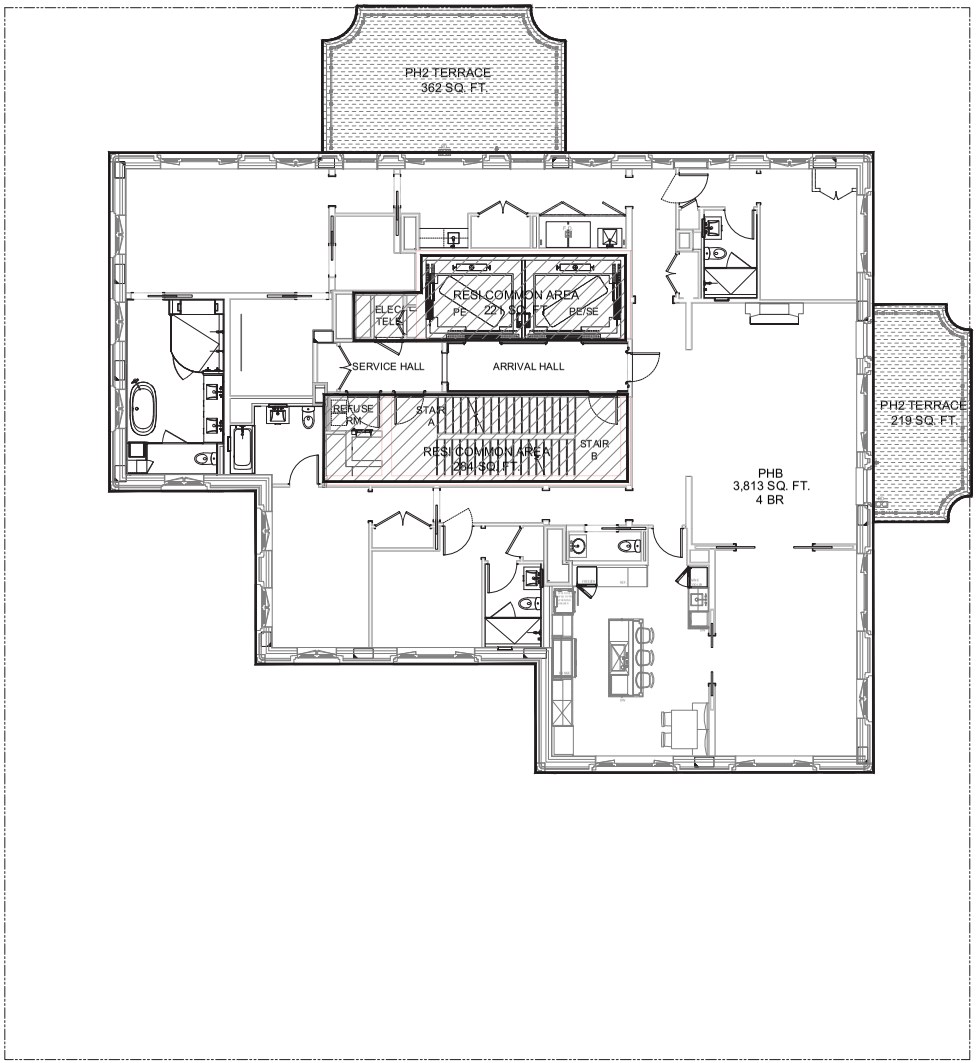
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SIXTEENTH FLOOR (MKT PH C)
UNIT. PHC

5 BED/ 5 BATH / 1 P.R.
AREA = 4157 S.F.
EXTERIOR AREA = 796 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

DISCLOSURE

SERVICE HALL AND ARRIVAL HALL IS AN INTERVENING PUBLIC HALL PURSUANT TO 2014 BC 1014 AND CONSTRUCTED AS A PUBLIC CORRIDOR PURSUANT TO BC 1018. THE USE OF PUBLIC CORRIDORS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO 2014 BC 1014, BC 1018 AND NYC FC Ch. 10 MEANS OF EGRESS. THESE HALLS PROVIDE ACCESS TO EGRESS STAIRS. THE FAIL-SAFE LOCKING SYSTEM AT THESE EGRESS STAIR DOORS, WHICH MUST COMPLY WITH 2014 BC 403.5.3. MANAGEMENT COMPANY WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE STAIR FIRE DOORS AND FAIL-SAFE LOCKING SYSTEMS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

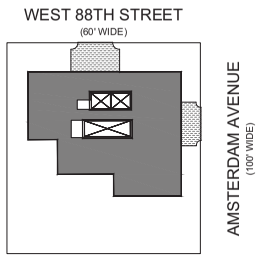
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SEVENTEENTH FLOOR
GROSS AREA = 4318 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

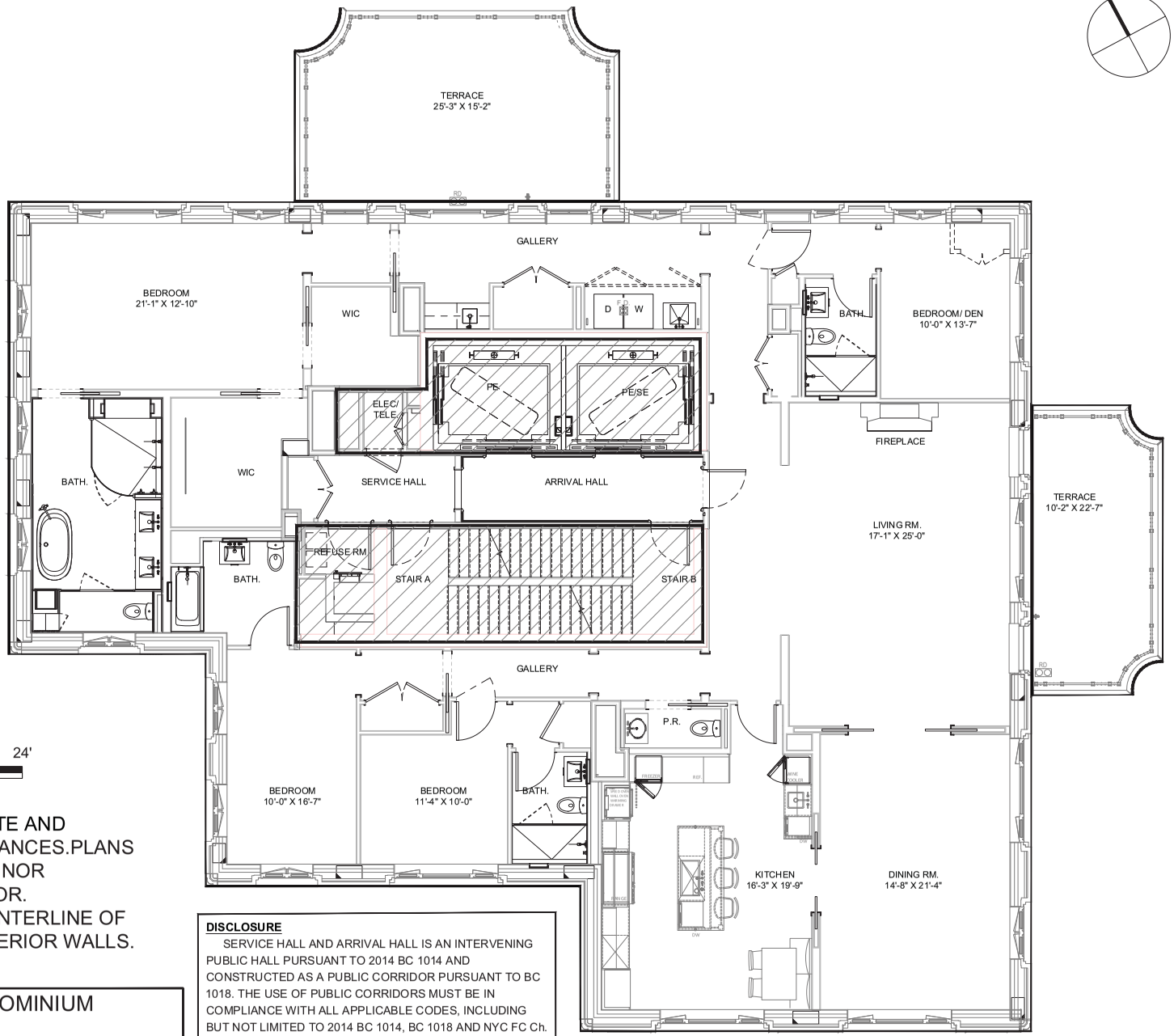
RESI. COMMON AREA = 505 SQ. FT. RESI. LIMITED COMMON AREA = 580 SQ. FT.

SCALE: 0' 8' 16' 24'



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT



N

0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

DISCLOSURE

SERVICE HALL AND ARRIVAL HALL IS AN INTERVENING PUBLIC HALL PURSUANT TO 2014 BC 1014 AND CONSTRUCTED AS A PUBLIC CORRIDOR PURSUANT TO BC 1018. THE USE OF PUBLIC CORRIDORS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO 2014 BC 1014, BC 1018 AND NYC FC Ch. 10 MEANS OF EGRESS. THESE HALLS PROVIDE ACCESS TO EGRESS STAIRS. THE FAIL-SAFE LOCKING SYSTEM AT THESE EGRESS STAIR DOORS, WHICH MUST COMPLY WITH 2014 BC 403.5.3. MANAGEMENT COMPANY WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE STAIR FIRE DOORS AND FAIL-SAFE LOCKING SYSTEMS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

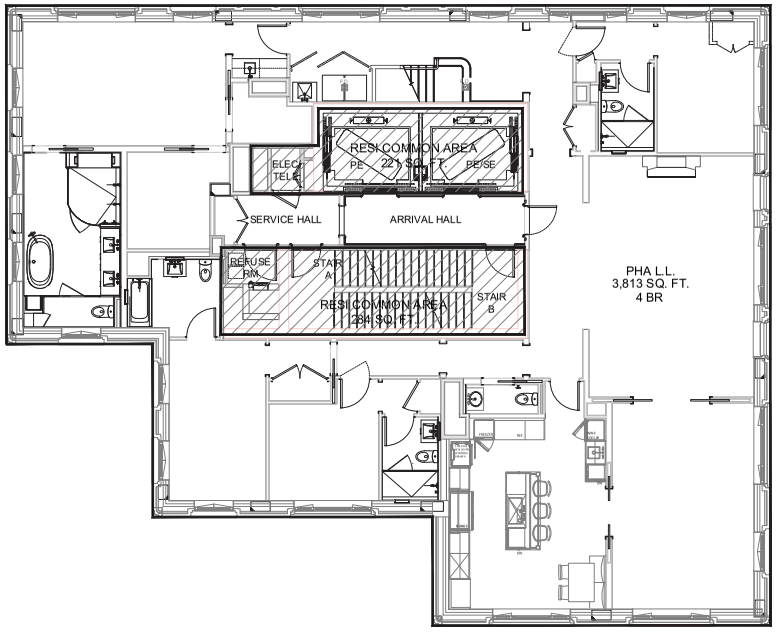
ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

SEVENTEENTH FLOOR (MKT PH B)
UNIT. PHB

4 BED/ 4 BATH / 1 P.R.
AREA = 3813 S.F.
EXTERIOR AREA = 581 S.F.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

DISCLOSURE

SERVICE HALL AND ARRIVAL HALL IS AN INTERVENING PUBLIC HALL PURSUANT TO 2014 BC 1014 AND CONSTRUCTED AS A PUBLIC CORRIDOR PURSUANT TO BC 1018. THE USE OF PUBLIC CORRIDORS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO 2014 BC 1014, BC 1018 AND NYC FC Ch. 10 MEANS OF EGRESS. THESE HALLS PROVIDE ACCESS TO EGRESS STAIRS. THE FAIL-SAFE LOCKING SYSTEM AT THESE EGRESS STAIR DOORS, WHICH MUST COMPLY WITH 2014 BC 403.5.3. MANAGEMENT COMPANY WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE STAIR FIRE DOORS AND FAIL-SAFE LOCKING SYSTEMS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

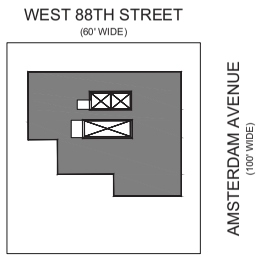
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

EIGHTEENTH FLOOR
GROSS AREA = 4318 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

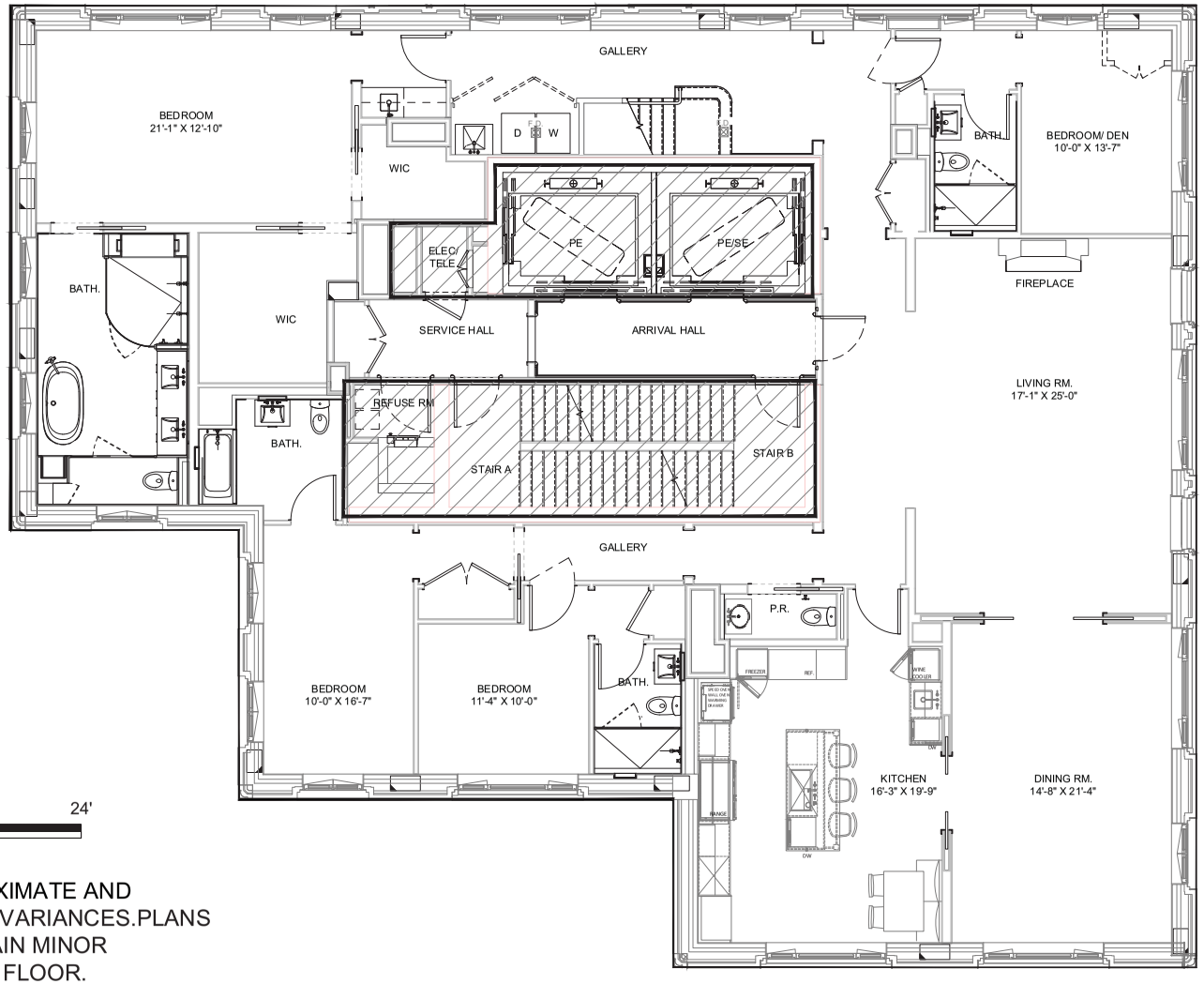
RESI. COMMON AREA = 505 SQ. FT. RESI. LIMITED COMMON AREA = 607 SQ. FT.

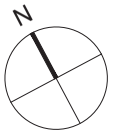
SCALE: 0' 8' 16' 24'



LEGEND

- RESI. COMMON AREA
- L.C.E.
- RESI. LIMITED COMMON AREA
- RESI. UNIT / COMM. UNIT





0' 8' 16' 24'

SCALE:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

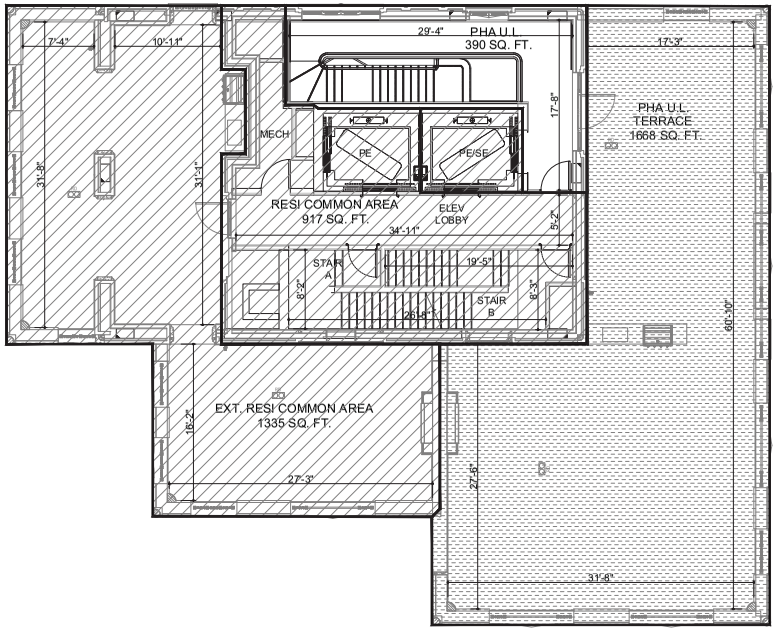
EIGHTEENTH FLOOR (MKT PH A)
UNIT. PHA L.L.

4 BED/ 4 BATH / 1 P.R.
AREA = 3813 S.F.
EXTERIOR AREA = 1668 S.F. (RF LVL.)

DISCLOSURE

SERVICE HALL AND ARRIVAL HALL IS AN INTERVENING PUBLIC HALL PURSUANT TO 2014 BC 1014 AND CONSTRUCTED AS A PUBLIC CORRIDOR PURSUANT TO BC 1018. THE USE OF PUBLIC CORRIDORS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, INCLUDING BUT NOT LIMITED TO 2014 BC 1014, BC 1018 AND NYC FC Ch. 10 MEANS OF EGRESS. THESE HALLS PROVIDE ACCESS TO EGRESS STAIRS. THE FAIL-SAFE LOCKING SYSTEM AT THESE EGRESS STAIR DOORS, WHICH MUST COMPLY WITH 2014 BC 403.5.3. MANAGEMENT COMPANY WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF THE STAIR FIRE DOORS AND FAIL-SAFE LOCKING SYSTEMS.

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

- 377 -

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

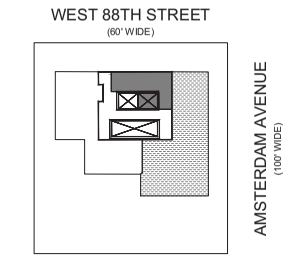
ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

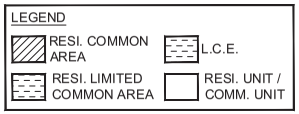
ROOF
GROSS AREA = 1307 SQ. FT.

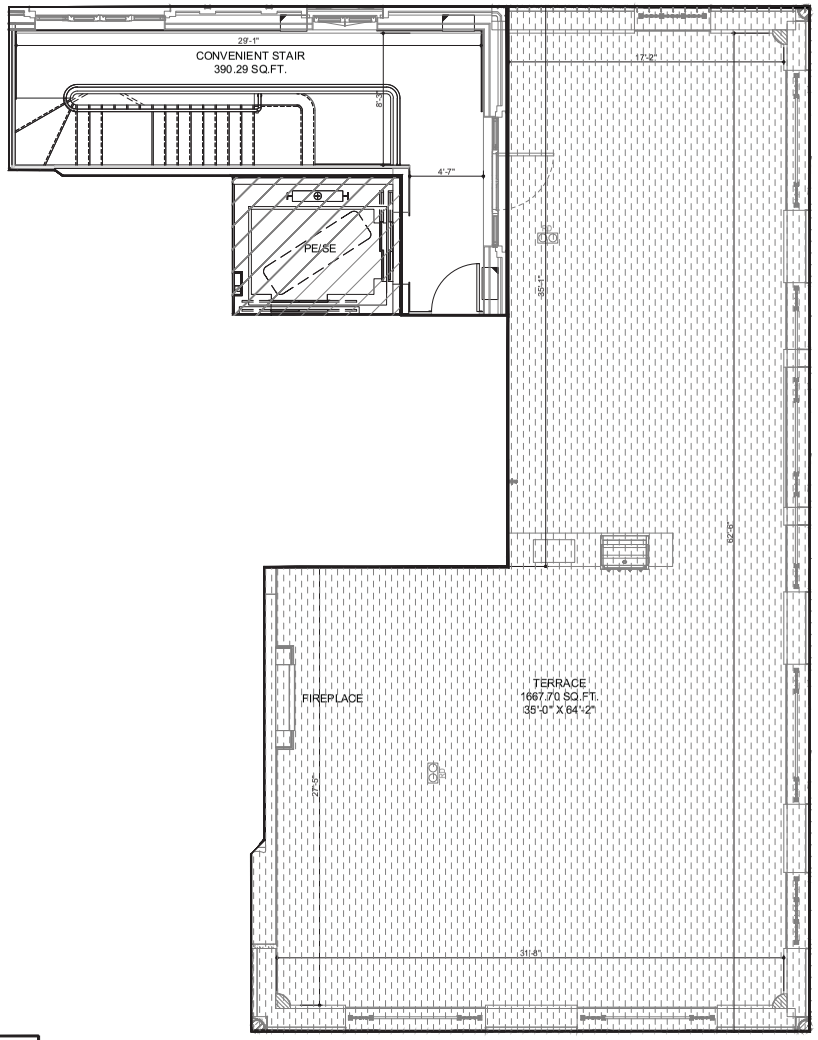
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DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

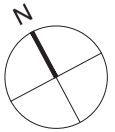
RESI. COMMON AREA = 2,252 SQ. FT. RESI. LIMITED COMMON AREA = 1668 SQ. FT.

SCALE: 0' 8' 16' 24'











ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES.PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE OF EXTERIOR WALLS.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

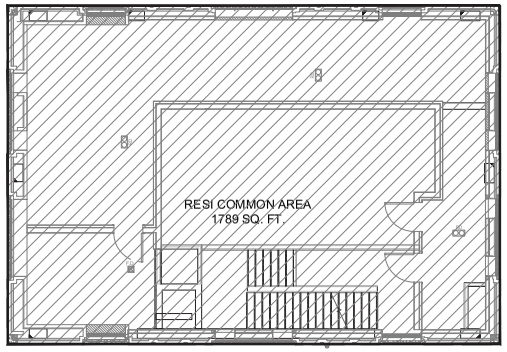
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

ROOF

UNIT. PHA U.L.

4 BED/ 4 BATH / 1 P.R.
AREA = 3837 S.F.
EXTERIOR AREA = 1688 S.F. (ROOF LEVEL)

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

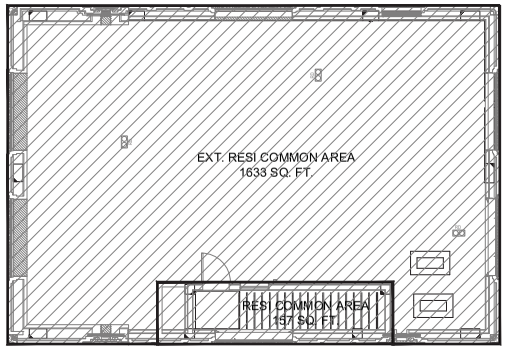
EMR/ MECH FLOOR
GROSS AREA = 1789 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 1789 SQ. FT.
RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'

WEST 88 STREET
(60' WIDE)



AMSTERDAM AVENUE
(100' WIDE)

N

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS
INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

EMR/ MECH FLOOR
GROSS AREA = 157 SQ. FT.

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION VARIANCES
PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR.
DIMENSIONS ARE TAKEN FROM CENTERLINE OF DEMISING WALLS TO FACE
OF EXTERIOR WALLS.

RESI. COMMON AREA = 1,790 SQ. FT. RESI. LIMITED COMMON AREA = 0 SQ. FT.

SCALE: 0' 8' 16' 24'

SECTION A

AMSTERDAM 88 LLC AND 200 WEST 88TH STREET CONDOMINIUM

AMSTERDAM 88 LLC

1239 BROADWAY, SUITE 1100B, NEW YORK, NY, 10001

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	RESI. COMMON AREA (INTERIOR)	RESI. COMMON AREA (EXTERIOR)	GEN. COMMON AREA	COMM. UNIT / PARKING	COMM. UNIT AREA	PARKING AREA	UNIT STORAGE	UNIT STORAGE AREA	APARTMENT	APARTMENT AREA	DUPLEX	BEDROOMS	BATHROOMS	TOILET ROOM	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	LIMITED COMMON AREA (LCA)	LCA SQ. FT.
BASEMENT	10,815	9,942						1	30												
								2	21												
								3	21												
								4	21												
								5	21												
								6	21												
								7	18												
								8	21												
								9	21												
								10	21												
								11	18												
								12	21												
								13	21												
								14	21												
								15	31												
								16	22												
								17	22												
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								26	28												
								27	21												
								28	21												
								29	21												
								30	21												
								31	21												
								32	47												
								33	39												
								34	39												
								35	28												
								36	39												
																					0
FIRST	6,367	2785	4482		UNIT 1	961	658														
					UNIT 2	1190															0

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

CHART

SECTION A

AMSTERDAM 88 LLC AND 200 WEST 88TH STREET CONDOMINIUM

AMSTERDAM 88 LLC

1239 BROADWAY, SUITE 1100B, NEW YORK, NY, 10001

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	RESI. COMMON AREA (INTERIOR)	RESI. COMMON AREA (EXTERIOR)	GEN. COMMON AREA	COMM. UNIT / PARKING	COMM. UNIT AREA	PARKING AREA	UNIT STORAGE	UNIT STORAGE AREA	APARTMENT	APARTMENT AREA	DUPLEX	BEDROOMS	BATHROOMS	TOILET ROOM	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	LIMITED COMMON AREA (LCA)	LCA SQ. FT.
					UNIT 3	773															
SECOND	8,500	4015	750				2345	1	88	2A	996		2	1	0						
								2	88												
								3	88												
								4	88												
								5	88												
								6	88												
								7	88												
								8	88												
								9	88												
								10	88												
								11	88												
								12	88												
								13	88												
																					0
THIRD	8,497	711								3A	2,825		4	3	1						
										3B	2,408		3	3	1	Y	103				
										3C	2,553		3	3	1	Y	115				
																					218
FOURTH	8,497	711								4A	2,825		4	3	1						
										4B	2,408		3	3	1						
										4C	2,553		3	3	1						
																					0
FIFTH	8,497	711								5A	2,825		4	3	1						
										5B	2,408		3	3	1						
										5C	2,553		3	3	1						
																					0
SIXTH	8,497	711								6A	2,825		4	3	1						
										6B	2,408		3	3	1						
										6C	2,553		3	3	1						
																					0
SEVENTH	8,191	711								7A	2,825		4	3	1						
										7B	2,273		3	3	1			Y	135		
										7C	2,382		3	3	1			Y	173		
																					308

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

CHART

SECTION A

AMSTERDAM 88 LLC AND 200 WEST 88TH STREET CONDOMINIUM

AMSTERDAM 88 LLC

1239 BROADWAY, SUITE 1100B, NEW YORK, NY, 10001

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	RESI. COMMON AREA (INTERIOR)	RESI. COMMON AREA (EXTERIOR)	GEN. COMMON AREA	COMM. UNIT / PARKING	COMM. UNIT AREA	PARKING AREA	UNIT STORAGE	UNIT STORAGE AREA	APARTMENT	APARTMENT AREA	DUPLEX	BEDROOMS	BATHROOMS	TOILET ROOM	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	LIMITED COMMON AREA (LCA)	LCA SQ. FT.
EIGHTH	8,117	711								8A	2,825		4	3	1						
										8B	2,273		3	3	1			Y	135		
										8C	2,308		3	3	1	Y	247				
																					382
NINTH	8,117	711								9A	2,825		4	3	1						
										9B	2,273		3	3	1						
										9C	2,308		3	3	1						
																					0
TENTH	8,117	711								10A	2,825		4	3	1						
										10B	2,273		3	3	1						
										10C	2,308		3	3	1						
																					0
ELEVENTH	8,117	711								11A	2,825		4	3	1						
										11B	2,273		3	3	1						
										11C	2,308		3	3	1						
																					0
TWELFTH	6,867	679								12A	3,140		4	4	1			Y	750		
										12B	3,048		4	3	1			Y	508		
																					1258
THIRTEENTH	6,867	679								14A	3,140		4	4	1	Y	423				
										14B	3,048		4	3	1	Y	508				
																					931
FOURTEENTH	4,868	504								PHE	4,364		5	5	1			Y	1996		
																					1996
FIFTEENTH	4,868	504								PHD	4,364		5	5	1	Y	959				
																					959
SIXTEENTH	4,661	504								PHC	4,157		5	5	1	Y	592	Y	204		
																					796
SEVENTEENTH	4,318	505								PHB	3,813		4	4	1			Y	581		
																					581
EIGHTEENTH	4,318	505								PHA L.L.	3,813		4	4	1						
																					0
ROOF	1,307	917	1335							PHA U.L.	390		0	0	0			Y	1668		
																					1668
EMR/ MECH FL	1,789	1,789																			
																					0
BULKHEAD	157	157	1633																		
																					0
TOTAL	**140,349.00**	**29,884.00**	**8,200.00**			**2,924.00**	**3,003.00**		**2,017.00**		**102,521.00**		**131.00**	**119.00**	**36.00**						**9,097.00**

PREPARED BY ISSAC AND STERN ARCHITECTS, P.C.

AMSTERDAM 88 LLC

200 WEST 88TH STREET CONDOMINIUM

200 WEST 88TH STREET, NEW YORK, NY 10024

ISSAC & STERN ARCHITECTS

INITIAL DATE: APRIL 2025 // REV.1 DATE: FEBRUARY 2026

CHART

EXHIBIT "C"

PURCHASE AGREEMENT

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PURCHASE AGREEMENT

AMSTERDAM 88 LLC

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET
NEW YORK, NEW YORK 10024

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PURCHASE AGREEMENT

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET
NEW YORK, NEW YORK 10024

Purchaser(s) Name:_____

Address:_____

Telephone: Bus.: _____Home: _____

Residential Unit No.:_____

Parking Unit No.:_____

Storage Space No.:_____

Bicycle Space No.:_____

Unit Purchase Price.....$_____

Parking Unit Purchase Price .....$_____

Storage Space License Purchase Price.....$_____

Bicycle Space License Purchase Price.....$_____

TOTAL PURCHASE PRICE .....$_____

(

Initial Deposit – 15 % (Residential Unit) .....$_____

Additional Deposit – 10% - (Residential Unit).....$_____

Initial Deposit 15% (Parking Unit/License Agreement(s)) .....$_____

Additional Deposit 10% - (Parking Unit/License Agreement(s))$_____

Balance due at Closing.....$_____

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TABLE OF CONTENTS

Page

1. The Plan 1
2. The Unit 1
3. Purchase Price 1
4. Contract Deposit 2
5. Closing of Title 2
6. Delivery of the Deed and Closing Documents 3
7. Title 4
8. Apportionments 5
9. Closing Costs 6
10. Binding Effect of Declaration, By-Laws and Rules and Regulations 7
11. Mortgage to be Released or Subordinated 7
12. Default by Purchaser 8
13. Agreement Subject to Plan Being Effective; Sponsor's Right to Cancel 10
14. Equipment and Furnishings 11
15. Construction of the Building; Risk of Loss 11
16. Sponsor's Inability to Convey the Unit. 12
17. Damage to the Unit; Risk of Loss 13
18. Inspection of Unit; Acceptance of Condition of Property 14
19. Possession of Unit Prior to Closing 15
20. No Representations 15
21. Broker 15
22. Agreement May Not Be Assigned 16
23. Binding Effect 17
24. Notices 18
25. Joint Purchasers 18
26. Liability of Sponsor 18
27. Right of Rescission 18
28. Further Assurances 18
29. Prohibition Against Advertising 19
30. Waiver of Diplomatic or Sovereign Immunity 19
31. Rule of Construction 20
32. Mold 20
33. Insurance 20
34. Prohibition on Smoking 21
35. Section 1031 Exchange 21
36. No Recording 22
37. Confidentiality 22
38. Statute of Limitations 22
39. Certification of Sponsor and Principal 22
40. Financial Crimes Enforcement Network Disclosure 22
41. Force Majeure 23
42. Severability 23
43. Strict Compliance 23

44. Governing Law 23
45. Costs of Enforcing and Defending Agreement 23
46. Waiver of Jury 24
47. Entire Agreement 24
48. Certain References 24
49. Captions 24
50. Successors and Assigns 24
51. No Oral Changes 24
52. Counterparts 24

SCHEDULE A Encumbrances 26
EXHIBIT A INSPECTION STATEMENT 28
EXHIBIT B FORM OF TITLE INDEMNITY 30
ESCROW RIDER 31

200 WEST 88TH STREET CONDOMINIUM
200 WEST 88TH STREET
NEW YORK, NEW YORK 10024

PURCHASE AGREEMENT dated as of _____ ____, 202__, by and between AMSTERDAM 88 LLC, a New York limited liability company, having an address at c/o Northco Management Corp., 1239 Broadway, Suite 1100B. New York, NY 10001 (herein referred to as "Sponsor"), and the party named on the cover page hereto ("Purchaser").

W I T N E S S E T H :

1. The Plan. Purchaser acknowledges having received and read a copy of the Condominium Offering Plan for the 200 West 88th Street Condominium located at premises known as 200 West 88th Street, New York, New York 10024, and all amendments thereto filed with the Department of Law of the State of New York (hereinafter collectively referred to as the "Plan" or the "Offering Plan") at least 72 hours prior to the execution of this Purchase Agreement (hereinafter referred to as the "Agreement" or the "Purchase Agreement") by Purchaser. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions hereof and the Plan, the Plan shall govern. Terms used herein which are also used in the Plan shall have the same meanings as set forth therein unless the context otherwise requires.

2. The Unit. Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit ("Unit") designated on the cover page hereto, together with the applicable percentage of undivided interest in the Common Elements and Residential Community Elements appurtenant thereto, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ in the amount of fifteen (15%) percent of the Purchase Price due upon Purchaser's execution and submission of this Agreement (the "Initial Deposit");

(b) $_____ in the amount of ten (10%) percent of the Purchase Price due within fifteen (15) days of service of an amendment declaring Plan effective, or thirty (30) days of the date hereof, whichever is last to occur (the "Additional Deposit" and, together with the Initial Deposit, collectively, the "Contract Deposit"); and

(c) $_____, constituting the balance of the Purchase Price due and payable on the delivery of the deed, as hereinafter provided (the "Balance").

3.2 Purchaser must deliver the payment of a Deposit or the Balance of the Purchase Price by wire transfer of immediately available funds unless Sponsor agrees, in Sponsor's sole

discretion, to accept an official bank check. All wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser. All instruments (a) in payment of a Contract Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of "Greenspoon Marder LLP, as Escrow Agent") and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as directed by Sponsor. In the event Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company that is a member of the New York Clearing House Association; checks or instruments drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the Escrow Agent's bank or any other bank in connection therewith; (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, at Sponsor's option, shall constitute a non-curable default under this Agreement, rendering this Agreement void *ab initio* and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under this Agreement and the Unit may be sold to another as though this Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under this Agreement, entitling Sponsor at its option to exercise the remedies provided therefor under the Purchase Agreement. All instruments accepted by Sponsor are subject to collection. Electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

4. Contract Deposit.

4.1 Prior to or concurrent with execution hereof and payment by Purchaser of the Initial Deposit, Purchaser shall execute the Rider to this Agreement to confirm the Escrow Provisions applicable to the Contract Deposit.

4.2 Escrow Agent is required to submit a Form 1099 to the Internal Revenue Service reporting interest earned on the Contract Deposit, if any. Purchaser will be solely responsible for any income tax liability with respect to such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Agreement.

5. Closing of Title.

5.1 The closing of title shall take place on the date and at the time and place Sponsor shall designate to Purchaser on no less than thirty (30) days' prior written notice to Purchaser. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Sponsor shall agree on an earlier Closing Date). The notice period may be waived by Purchaser, but in no event shall any closing take place before the Plan is declared effective. Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days' prior written notice of the Closing Date for his Unit. The notice to Purchaser shall also specify when Common Charges will be due and payable. Sponsor shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for the closing of title and shall give Purchaser not less than five (5) days' written notice of the new scheduled Closing Date. In the event this Agreement is executed after the first unit closing (the "First Unit Closing"), the closing of title shall occur thirty (30) days after the date of this Agreement.

5.2 The closing of title shall occur only after, or concurrently with Sponsor's compliance with the "Conditions to Closing of Title" described in the Section entitled "Terms of Sale" in Part I of the Plan.

5.3 The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser or any adjourned date fixed by Sponsor pursuant to Section 5.1 hereof.

6. Delivery of the Deed and Closing Documents. At the Closing of Title, Purchaser shall pay the Balance, as directed by Sponsor, together with all Closing Costs and other amounts due pursuant to this Agreement and the Plan and the following documents shall be delivered.

6.1 Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor subject only to the liens and encumbrances set forth on Schedule B annexed hereto and made a part hereof. The deed shall be and prepared substantially in the form set forth as Exhibit E in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall also execute and acknowledge the deed;

6.2 Simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney in favor of the Condominium Board substantially in the form set forth as Exhibit D in Part II of the Plan.

6.3 Sponsor shall deliver to Purchaser a certificate stating that Sponsor is not a foreign person as required pursuant to Section 1445 of the Internal Revenue Code (or successor provisions).

6.4 Sponsor and Purchaser shall duly execute and acknowledge a New York City Real Property Transfer Tax Return (including the required Smoke Detector Affidavit) and a New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate prepared by Sponsor.

6.5 Sponsor will similarly execute all such forms and other documents required in connection with recording of the deed including, without limitation, an affidavit in lieu of registration statement.

6.6 The deed and said power of attorney in favor of the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the New York County office of the Register of the City of New York (the "City Register's Office"). Purchaser shall pay all recording fees for the deed and the power of attorney. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board shall be returned to the Board (or as the Board shall direct).

6.7 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's agreement that Sponsor has fully and satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to or at closing, and that Sponsor's obligations under Section 6.1 above have been satisfied and that any

objections to title have been waived, and the Sponsor shall thereafter be released and discharged of all liability hereunder and under the Plan except as to those matters specifically provided pursuant to this Agreement or the Plan to survive or to be performed after the Closing. Nothing herein contained, however, shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing. Nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. Title.

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

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

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

conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. Apportionments.

8.1 The following adjustment shall be made as of the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any, (including water charges and sewer rates if separately assessed), from midnight preceding the date of the closing through the end of the tax period within which the Closing Date occurs;

(b) Common Charges for the month in which title closes from midnight preceding the date of the Closing;

(c) accrued rent and any other charges pursuant to an interim license agreement, including the security deposit, if any, covering the Unit (if applicable); and

(d) such other items as are customarily included in closing adjustments in the City of New York.

8.2 If the Unit has been assessed separately but the closing of title occurs before the real estate tax rate ("Tax Rate") is fixed, adjustment of taxes shall be based upon the latest Tax Rate applied to the most recent assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been assessed separately as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the total assessment for the Property multiplied by the percentage interest in the Common Elements assigned to the Unit.

8.3 Purchaser and Sponsor hereby agree that, if Purchaser or Sponsor obtain a refund for real estate taxes paid (or a credit for such taxes to be paid) with respect to the Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees incurred for obtaining such refund or credit) based on the number of days during which each party hereto owned the Unit attributable to the period for which any such refund or credit is obtained. The provisions of this subsection shall survive the Closing of Title.

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

8.5 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.04 percent of the Purchase Price (which is equal to a rate per annum of 14.6%) for each day starting from (and including) the originally scheduled Closing Date to (and including)

the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

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

8.7 In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, Purchaser acknowledges and agrees that any such credit shall be for the sole benefit of Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Purchaser shall reimburse Sponsor at Closing to the extent of any mortgage tax credit available pursuant to Section 339-33(2). In the alternative, if Purchaser obtains a mortgage loan (any such loan a "Purchaser's Mortgage"), Purchaser shall cause the lender making such loan to Purchaser (in each instance, a "Purchaser's Lender") to accept from Sponsor's lender an assignment of a portion of a Sponsor Mortgage, in an amount determined by Sponsor, of up to the principal amount of Purchaser's Mortgage (any such portion of a Sponsor Mortgage assigned to Purchaser's Lender, the "Severed Portion"), Upon such assignment of the Severed Portion, the recording of Purchaser's Mortgage will be exempt from the payment of the mortgage recording tax payable (the "Mortgage Tax") pursuant to Section 255 of the Real Property Tax Law to the extent that Mortgage Tax would otherwise be payable on the principal amount of the Severed Portion, At Closing, Purchaser will pay to Sponsor, as an adjustment, an amount equal to the Mortgage Tax that would otherwise be due on that portion of Purchaser's Mortgage that is equal to the Severed Portion had the same not been assigned to Purchaser's Lender (the "Mortgage Tax Credit"). The tax savings realized by reason of the Mortgage Tax Credit that will be available by reason of the assignment of the Severed Portion shall be the sole property of Sponsor. At Closing, Purchaser will also pay to Sponsor, as an adjustment, an amount equal to the Mortgage Tax Credit. Purchaser shall also be responsible for the payment of any costs associated with the assignment of the Severed Portion. Notwithstanding the foregoing, Purchaser shall not be required to pay Mortgage Tax on Purchaser's Mortgage in an amount more than that which would otherwise be due with respect to the same absent the assignment of the Severed Portion. In the event Sponsor requires that Purchaser's lender accept an assignment of a portion of Sponsor's Mortgage, as aforesaid, any failure of Purchaser's lender to agree to said assignment shall not excuse Purchaser from its obligations to pay Sponsor an amount equal to the Mortgage Tax Credit whether or not the benefit of the same is actually received by Purchaser or from Purchaser's , its obligation to close title to the Unit on the date set for closing in Sponsor's Closing Notice.

9. Closing Costs. In addition to those costs, adjustments and other amounts described in Article 8 of this Agreement, Purchaser shall be required to pay other closing fees and costs which are Purchaser's responsibility as described in the Section of the Plan entitled "Closing Costs and Adjustments" and otherwise. At Closing, Purchaser shall pay all closing fees and costs at closing by official bank check drawn upon a bank that is a member of the New York Clearing

House Association or by wire transfer of immediately available funds. Such costs shall include, but are not limited to, the New York State Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the New York State Additional Tax pursuant to Section 1402-a of the Tax Law and the New York State Supplemental Tax pursuant to Section 1402-b of the Tax Law, each, to the extent applicable, collectively referred to herein as the, "Mansion Tax"), the New York City Real Property Transfer Tax and any other real property transfer tax due to the City or State of New York, including, but not limited to, any New York City mansion, supplemental, or similar additional tax as may hereafter be imposed, notwithstanding the fact that this tax may by law be the primary obligation, in whole or in part, of the seller (any tax payable by either a transferor or transferee that may be imposed by New York City or New York State in addition to the New York City Real Property Transfer Tax, New York State Real Estate Transfer Tax and Mansion Tax, an "Additional Tax"). Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchaser shall be required to pay such Additional Tax that is due and payable at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind. Purchasers are advised that in the event that any Additional Tax is enacted, the transfer taxes and Mansion Tax information and closing cost illustrations disclosed in the Plan, as amended, may be inaccurate because such are based on NYS or NYC tax law as it existed prior to the enactment of such Additional Tax. Purchasers are further advised to consult with their attorney or a tax advisor regarding the transfer or mansion taxes or other costs which may be payable in connection with closing of title. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the nonpayment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the transfer taxes described in this Section 9 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

10. Binding Effect of Declaration, By-Laws and Rules and Regulations. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

11. Mortgage to be Released or Subordinated. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain the release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of his other obligations hereunder or

be the basis for any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration or the Unit is released from the lien of such mortgage.

12. Default by Purchaser.

12.1 Any of the following shall constitute an "Event of Default" hereunder:

(a) Purchaser's failure to pay, on the Closing Date designated by Sponsor pursuant to Article 5 hereof: any Additional Deposit on the date the same is due; the balance of the Purchase Price Closing, any apportionments or closing required to be paid by Purchaser at Closing, including without limitation Purchaser's contribution to the Working Capital Fund or the RMU Payment that are payable to the Condominium, or the dishonor of any check given by Purchaser to Sponsor or the Condominium Board; or

(b) Purchaser's failure to close title on the date, hour and place specified by Sponsor pursuant to Section 5 hereof; or

(c) the failure to pay, perform or observe any of Purchaser's other obligations hereunder, including reimbursing Sponsor for the Mortgage Recording Tax, if Purchaser's mortgagee refuses to accept an assignment of the Sponsor Loan; or

(d) if Purchaser is permitted to become the occupant of the Unit, Purchaser's failure to pay rent or to perform any occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(e) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(f) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(g) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(h) Purchaser's failure to perform any of Purchaser's other obligations hereunder (including, without limitation, the obligation to furnish the Selling Agent and/or any lender promptly with such information as the Selling Agent and/or such lender may require, and the obligation to accept a commitment letter on the terms set forth in this Agreement)

12.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement.

Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of the notice of such default to cure the specified default. TIME BEING OF THE ESSENCE as to Purchaser obligated to owe such default within the aforesaid 30-day period. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate this Agreement. If Sponsor elects to cancel, this Agreement shall be deemed terminated, and Sponsor, as its sole remedy, shall have the right to retain, as and for liquidated damages, the Contract Deposit and any interest earned on the Contract Deposit, together with interest thereon, if any, once the Plan has been consummated. Upon the termination of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT ON OR BEFORE THE 30TH DAY OF SUCH 30-DAY PERIOD.

12.3 If such default is not cured within thirty (30) days of such written notice, Sponsor has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. In such event, all amounts paid prior to the date of such default shall be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Sponsor shall elect to cancel this Agreement, Sponsor shall certify to its attorneys, Greenspoon Marder LLC, that title has not closed because of Purchaser's default, that a notice to cure the default was delivered to Purchaser and Purchaser has failed to cure the default within thirty (30) days after Sponsor gives written notice to Purchaser and that Sponsor has elected to cancel this Purchase Agreement by reason thereof, and shall thereupon notify the holder of sums paid by Purchaser hereunder, as set forth in Section 10 hereof, to pay over to Sponsor as liquidated damages the Contract Deposit, and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If this Purchase Agreement shall be cancelled by Sponsor pursuant to the provisions of this Section 13, Sponsor may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Greenspoon Marder LLC may rely upon the truth and accuracy of the facts contained in Sponsor's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

12.4 Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest earned thereon) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, excluding however attorneys' fees set forth in Section 46 hereof (in the event that Sponsor is the prevailing party in any action commenced to retain the Deposit) and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. The payment of the deposit (including, if any interest) as liquidated damages is not intended to be a forfeiture or penalty but is intended to constitute liquidated damages to Sponsor. For the avoidance of doubt, no statutory interest will accrue during any period of time during which there is a dispute over the Deposit being held in escrow.

12.5 NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. Agreement Subject to Plan Being Effective; Sponsor's Right to Cancel.

13.1 This Purchase Agreement is contingent upon Sponsor declaring the Plan effective pursuant to the terms and requirements of the Plan and shall be abandoned and deemed abandoned if it has not been declared effective in accordance with the terms set forth in the Plan. The Plan may be abandoned by Sponsor at any time prior to its being declared effective prior to the sale of eighty (80%) percent of the Units have been purchased. Once the Plan has been declared effective, Sponsor may not abandon the Plan for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than 0.5 percent of the aggregate purchase price of all Units offered pursuant to the Plan, (ii) substantial damage or destruction of the Building or any portion thereof by fire or other casualty which occurs prior to the First Unit Closing, or (iii) the taking of any material portion of the Property by condemnation or eminent domain. Sponsor shall have no obligation to engage in litigation to cure title defects.

13.2 If the Plan is abandoned or does not become effective, this Purchase Agreement shall be deemed cancelled. In the event the Plan is abandoned, Sponsor shall submit an amendment to the Department of Law together with Form RS-3 disclosing that the Plan is being abandoned by Sponsor. Sponsor shall cause the Contract Deposits paid hereunder to be returned to Purchaser within five (5) days following acceptance by the Department of Law of the amendment abandoning the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Section 5 hereof, or in the Plan, for any reason other than Purchaser's default, then Purchaser shall have the option to cancel the Purchase Agreement and to have the Contract Deposit refunded pursuant to Section 10 hereof. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

13.3 Sponsor may cancel this Purchase Agreement by forwarding its check in the full amount paid by Purchaser, together with a notice in writing, addressed to Purchaser at his address herein above set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent Sponsor from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that Sponsor is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

14. Equipment and Furnishings. Sponsor will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the Purchase Price of the Unit Furnishings, equipment, appliances and decorations in any model unit or sales office that are not referred to in the Plan are excluded from this sale.

15. Construction of the Building; Risk of Loss.

15.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed herein, shall be substantially in accordance with the Plan, specifically the Description of Property and Specifications included in Part II of the Plan and the Plans and Specifications filed with the New York City Department of Buildings, subject to the right of Sponsor to amend the Plan and the Description of Property and Specifications and the Plans and Specifications, subject to Sponsor securing any required approval(s) of any government agencies having jurisdiction to: (a) amend any of the Plans and Specifications, from time to time, (including changes in layouts and designs and changes affecting the equi8pment, materials, fixtures and other construction and design materials) and/or (b) so as to substitute materials equipment or fixtures with suitable substitutions of "Equal or Better" quality (which shall mean of comparable or better quality as recognized by industry standards for performance, efficiency, longevity and/or classifications, as applicable). The issuance of a temporary or permanent Certificate of Occupancy for the Unit or the Building shall be deemed presumptive evidence that the Unit or the Building shall have been fully completed in accordance with the Plan and the Plans and Specifications and all services required for the legal occupancy of the Building in accordance with applicable laws and regulations are available. Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit, or the Building, or (b) other Units, or (c) portions of the Common Elements have not been completed. Purchaser will examine his Unit, if applicable, with a representative of Sponsor during normal business hours prior to the Closing Date. The failure of Sponsor to complete any "punch list" type work shall not be a basis for Purchaser delaying the Closing provided Sponsor agrees to complete such work promptly after Closing.

15.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

15.3 As stated in Section 5.2 of this Agreement, the closing of title shall occur only after, or concurrently with Sponsor's compliance with the "Conditions to Closing of Title" described in the Section entitled "Terms of Sale" in Part I of the Plan. If all other conditions not involving the construction of the Unit have been satisfied by Sponsor, Purchaser shall be obligated to close and complete payment of the entire Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding (i) any construction items noted on the Inspection Statement remaining for Sponsor to complete and/or correct in accordance with its obligations pursuant to the Plan, and/or (ii) the unfinished construction and/or finishing of any other portions of the Building, which does not preventing Purchaser's occupancy of the Unit). Nothing

herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law. The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth in the Section of Plan under "Sponsor's Conveyance of Title to Units" in Part I of the Plan.

15.4 The actual date for the First Closing as set forth in the Plan (as the same may be amended from time to time) is only a projection and is not guaranteed or warranted, and the same may occur earlier or later depending on the progress of construction and satisfaction of the other conditions to Closing described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, public health issues or pandemics, *e.*g. Covid-19., labor difficulties (including work stoppages and strikes), imposition of tariffs, late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser acknowledges that the units in the Building will be completed at varied times over a period that could extend well beyond the First Closing. The order in which units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the entire Purchase Price, without credit or set off. Purchaser shall have no claim whatsoever against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in Plan in respect thereof being in lieu of any other rights or remedies that may be available pursuant to any Applicable Law are hereby expressly waived by Purchaser.

15.5 Prior to the closing of title to a Unit, Purchaser shall not be permitted to enter the Unit without the prior consent of Sponsor or Selling Agent and in the event such consent is granted, only the presence of a representative of Sponsor or Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title but shall be obligated to schedule an appointment with Sponsor or the Selling Agent to inspect the Unit. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

16. Sponsor's Inability to Convey the Unit.

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against

the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

17. Damage to the Unit; Risk of Loss. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

17.1 While Sponsor has legal title and is in possession of the Unit, Sponsor assumes all risk of loss or damage ("Loss") to the Unit and Property from fire or other cause not due to the fault of Purchaser or Purchaser's contractors, agents or servants. In the event of a Loss, Sponsor shall have the option (but not the obligation) to restore the Unit and Property to as near as reasonably possible to the condition immediately prior to the Loss.

17.2 In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title, and Sponsor gives written notice to Purchaser within 60 days of such casualty event of Sponsor's election to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

17.3 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with written notice thereof to Purchaser within such 60 days, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

17.4 If Purchaser is given possession of the Unit prior to closing of title, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its installations. If, prior to Closing, during the Purchaser's occupancy, the Unit is damaged by casualty or otherwise, then Purchaser shall assume the risk of loss not covered by insurance and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts or omissions of the Purchaser or other occupants of the Unit or Purchaser's guests, invitees, agents or workers. If the Purchaser is obligated to repair the damage,

then Purchaser's failure to make such repair shall not excuse Purchaser from paying the balance of the Purchase Price and accepting delivery of the

18. Inspection of Unit; Acceptance of Condition of Property.

18.1 At least ten (10) business days before the Balance is to be paid, the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit before the lapse of such ten (10) business day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement and deliver the same to the Selling Agent or Sponsors Representative at the conclusion of the inspection. The form of the inspection statement is annexed hereto as Exhibit A. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) business days of receipt of said notice or to so sign and deliver the completed Inspection Statement, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. Nothing contained herein shall relieve Sponsor of its obligations contained in the section of the Plan entitled "Rights and Obligations of Sponsor".

18.2 Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) minor details of the Unit or the Property, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Purchaser acknowledges that while the Building or the Unit are undergoing construction, it is dangerous and there is a great deal of activity to complete the Building and the Unit as expeditiously as possible. Accordingly, neither Purchaser nor Purchaser's advisors or consultants will be granted access to the Building or the Unit. Purchaser shall have a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Building, during normal business hours and in the company of Sponsor's representative prior to Closing. Purchaser shall carefully inspect the Unit prior to the closing of title and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Sponsor and Purchaser will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Sponsor following the closing of title without provision for escrow, but all such obligations to complete work in the Unit shall cease once the work has been completed. Sponsor shall have no obligation to complete any work to the Unit which is not specifically designated on the inspection statement by Purchaser, except for work necessary to cure violations and to obtain a temporary or final certificate of occupancy covering the Unit.. If Purchaser fails to inspect such Unit prior to the Closing, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Sponsor shall remain obligated to construct the Building in accordance with all applicable code and the Plans and Specifications. Except as expressly provided in this Agreement or the Plan, Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property.

18.3 Prior to Closing, Purchasers shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the walls or ceiling and/or removing sheet

rock, tiles, wood flooring, windows or windowpanes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose.

18.4 Except as otherwise set forth in the Offering Plan, Sponsor will not be obligated to correct, and will not be liable to any Board or Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

18.5 Notwithstanding the foregoing, prior to Closing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous China, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces.

19. Possession of Unit Prior to Closing. It is expressly understood and agreed that Purchaser shall in no event take possession of the Unit, prior to the delivery of the deed and full compliance by Purchaser with the terms of this Agreement, and should Purchaser violate this provision, Purchaser consents that Sponsor shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon Purchaser's unauthorized possession, Purchaser shall be deemed in default hereunder at the option of Sponsor, and if Sponsor so elects, Sponsor may cancel this Agreement and the amount deposited hereunder shall belong to Sponsor as liquidated damages deemed earned hereunder. It is further understood and agreed that Sponsor will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the Property before, on or after the closing of title herein.

20. No Representations. Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, Building, or the size or dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as specifically represented herein and/or in the Plan, Purchaser having relied on his own examination and investigation thereof. No person has been authorized to make any representations on behalf of Sponsor except as specifically set forth herein or in the Plan. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claims against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans, is accurate or correct, provided the layouts and dimensions conform substantially to such Floor Plan and (b) that Purchaser shall not be relieved of any of his obligations hereunder by reason of any minor inaccuracy or error, or due to minor defects in workmanship. The provisions of this Section 19 shall survive the closing of title.

21. Broker. Purchaser represents to Sponsor that [_____] (the "Broker") is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction

and Sponsor agrees to pay the commission earned by said broker, if any, pursuant to separate agreement. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than the Broker, on account of any acts of Purchaser or Purchaser's representatives related to this Agreement or the purchase of the Unit as contemplated herein, Purchaser will indemnify and hold free and harmless Sponsor from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees, provided however, Sponsor shall be entitled to collect legal fees from Purchaser only in the event that Sponsor is the prevailing party in any litigation related to any dispute regarding the Broker. The provisions of this Section 21 shall survive the delivery of the deed.

22. Agreement May Not Be Assigned.

22.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

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

22.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's Attorneys, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's Attorneys at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's Attorneys, together with a payment by wire transfer of immediately available funds or an official bank or cashier's check, in the amount of $1,2000.00 made payable to Greenspoon Marder LLP (for

services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

22.4 Notwithstanding the provisions of Section 22.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 24.3 above. For purposes of this Section 24.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

22.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

23. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Initial Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.`

24. Notices. Any notice, request or other communication hereunder or under the Plan shall be in writing and sent, postage prepaid, by registered or certified mail, or by hand delivery or overnight courier, to Purchaser at the address given at the beginning of this Agreement, with a copy to _____, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Greenspoon Marder LLC, 1345 Avenue of the Americas, New York, New York 10105, Attention: Lisa R. Radetsky, Esq., or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, all such notices and communications shall be deemed to have been received either on the date of personal delivery, on the next business day for overnight courier or on the fifth (5th) day after mailing.

25. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

26. Liability of Sponsor. Sponsor may cancel this Agreement by remitting to Purchaser all amounts paid with respect to the Purchase Price, inclusive of any amounts paid with respect to Custom Work, together with interest earned thereon, if any, together with a written termination notice, in the event that (i) any governmental bureau, department or subdivision thereof (x) imposes restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions prevent Sponsor from obtaining such materials from Sponsor's regular suppliers or from using them in the construction and/or completion of the Residential Unit or (y) revokes or modifies any building permit on audit (not due to any violation thereof or default thereunder by Sponsor) and as a result of such revocation or modification Sponsor is unable to construct the Building as contemplated in the Offering Plan, or (ii) Sponsor is unable to obtain materials from Sponsor's usual sources due to events beyond sponsor's reasonable control.

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

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request, in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. Prohibition Against Advertising. Prior to the closing of title to the Unit, Purchaser shall not list the Unit for resale or rental with any broker or to advertise or offer, promote, or publicize the availability of the Unit for sale or lease, without Sponsor's prior express written consent.

30. Waiver of Diplomatic or Sovereign Immunity.

30.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

30.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary to confer jurisdiction upon Purchaser in any such court.

30.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

30.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 30.

30.5 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates United. Corporate Services, Inc. having its offices, at the date hereof, at 501 Seventh Avenue, Suite 1615, New York, NY 10018, Phone: (212) 683-4120 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York

based on, arising out of or connected with this Agreement. As a condition precedent to Sponsor's acceptance of this Agreement, Purchaser shall provide documentation that Purchaser has completed all required paperwork to facilitate the appointment of United Corporate Services, Inc.

30.6 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after the Department of State receives Purchaser's notice.

30.7 Nothing in this Article 30 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

30.8 The provisions of this Article 30 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

31. Rule of Construction. There shall be no presumption against the draftsperson of this Agreement or the Plan.

32. Mold. The prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Residential home construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. At Closing, the Unit will be free from toxic mold. Sponsor will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Sponsor. Notwithstanding the foregoing, Sponsor will remediate any mold or mildew occurring within ninety (90) days after Closing, if due to a construction defect at the Building.

33. Insurance. Purchaser acknowledges that the Board is not required to obtain or maintain any insurance with respect to a Unit or any fixtures, furnishings, finishes, furniture, equipment or personal property contained in a Unit, Parking Unit, Storage Space or Bicycle Space. Effective as of the closing of title, Purchaser shall, at Purchaser's sole cost and expense, obtain and keep in full force and effect all insurance policies and limit liabilities as required by the Plan, the By-laws and/or the Board. The Board and the Managing Agent shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent the Unit Owner is insured for loss or damage to property (including, but not limited to, loss due to water damage), the Unit Owner will look to its own insurance policies for recovery for any and all damage occurring in, upon, or from the Unit, Storage Space or Parking Space or any part thereof.

34. Prohibition on Smoking. Purchaser acknowledges receipt of the Smoking Policy for the Building and understands that the Condominium is a smoke free building. The inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, pipe, marijuana or vaping, or any form of lighted object or device which contains tobacco, including all kinds of e-cigarettes (collectively, "Smoking") shall be prohibited in the Building, including within all Residential Units, on Private Outdoor Spaces (as defined in the Plan) appurtenant to Residential Units, and in all Common Elements and Residential Limited Common Elements of the Building and is also prohibited outside the entrance to the lobby providing access to the Residential Units and in the driveway that provides entrance to the porte cochere which provides access to the Garage. Smoking shall only be permitted within designated smoking areas located at least 25 feet from all entries, outdoor air intakes and operable windows Any violation of this policy by an occupant of a Residential Unit, including any violation by a guest thereof, shall be subject to such remedies and the imposition of such costs as are available to the Condominium Board pursuant to Section 6.31 of the By-Laws, including, without limitation, the imposition of fines and penalties as the Board may deem appropriate. The initial fine for a violation of the smoking policy shall be set at $250.00 and shall be subject to increase with further violations in the sole discretion of the Board. The Board shall have the right to obtain a court order enjoining the occupant of a Unit from smoking in the Unit or the Common Elements and the Board shall have the right to seek the eviction of a tenant, who smokes in a Unit or the Common Elements. In addition to all other remedies available to the Board, violation of this policy shall subject the Unit Owner to (i) a fine in an amount to be determined from time to time by the Board and (ii) reimbursement of any fees or expenses incurred by the Condominium (including legal fees) in enforcing this provision. The different remedies for violation of the smoking policy shall be cumulative and are not mutually exclusive.

35. Section 1031 Exchange. Sponsor hereby acknowledges that the acquisition of the Unit by Purchaser may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by Article 28 of this Agreement) may be assigning all its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Attorneys in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation

and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

36. No Recording. Neither this Agreement nor a memorandum of this Agreement shall be recorded against the Property, the Building or the Unit.

37. Confidentiality. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that this Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, brokers, lenders, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

38. Statute of Limitations. The Purchase Agreement provides that Purchaser, as Residential Unit Owner, shall have a maximum of three years from closing of the acquisition of the Unit to bring a claim against Sponsor, with the exception of (i) causes of action arising out of Sponsor's obligations under the Offering Plan or Martin Act and (ii) enforcement of judgments already obtained. This three-year period is shorter than the six-year statute of limitations for breach of contract contained in New York Civil Practice Law and Rules §213(2). By executing the Purchase Agreement, Purchaser shall be deemed to have acknowledged and agreed that said three-year period maximum is reasonable. Therefore, Purchasers agree that, notwithstanding anything to the contrary set forth in the Plan, the Purchase Agreement, at Law, in equity, or otherwise, any action or proceeding brought by, through or on behalf of Purchaser against Sponsor, its principals, affiliates or agents, under or related to this Plan or the Purchase Agreement, or related to the Building or a Purchaser's Unit, to be valid, must be commenced by the earlier to occur of (x) three (3) years, or (y) the expiration of the otherwise applicable statute of limitations, in either case from the date the claim giving rise to such action or proceeding accrues in accordance with applicable Law. By executing this Agreement, Purchaser shall be deemed to have acknowledged and agreed that said 3-year period is reasonable.

39. Certification of Sponsor and Principal. Consistent with a New York State Supreme Court, Appellate Division First Department decision, the principal of Sponsor expressly disclaims the existence of any private right of action for contract claims by Purchaser, individual unit owners (or a board on their behalf) in connection with or arising solely from such principal's execution of the Certification of Sponsor and Principal, absent liability under another statute or under an alter-ego or other veil-piercing theory. *See Board of Managers of Bayard Views Condo v. FPG Bayard, LLC,* 187 A.D.3d 697 (2nd Dept. 2020) and *Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al,* 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013).

40. Financial Crimes Enforcement Network Disclosure. Purchasers are advised that the Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury ("FinCEN"), has recently extended and expanded an earlier issued Geographic Targeting Order

("Order") that applies to any corporation, partnership, limited liability company, or other similar business entity ("Covered Purchaser") using cash, a cashier's check, certified check, traveler's check or money order in any form, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase a Residential Unit in the Borough of Manhattan from Sponsor for a total price in excess of $300,000 (a "Covered Transaction"). The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the Title Company at Closing all documents and information necessary in order for the Title Company to comply with the requirements set forth in the Order, including without limitation the requirement to file a completed FinCEN Form 8300. Any failure by the Covered Purchaser to deliver such documents and information shall be deemed an Event of Default under the Agreement. Purchasers are advised to refer to the text of the Order itself for further details: https://www.fincen.gov/news room/nr/files/Real Estate GTO-NYC.pdf.

41. Force Majeure. The parties shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by a Force Majeure Event as defined in the Offering Plan. The parties' time to perform such obligation or undertaking shall be tolled for the length of the longer of the Force Majeure Event or as provided by government authority. Sponsor may not limit any rights which Purchaser may have pursuant to Article 23-A of the General Business Law, the Plan and Part 20 of the Regulations issued by the Department of Law, except as determined in a final decision or order by a court of competent jurisdiction or any other governmental agency or by executive order. Purchasers acknowledges that by this Agreement inclusive of the foregoing provisions may have an impact Purchaser's ability to close on his or her Unit in the timeframe originally contemplated in the Purchase Agreement and may limit Purchaser's remedies for any such delay in the Closing Date. Purchasers should consult with their attorneys regarding any risks associated with the foregoing provision prior to executing this Agreement.

42. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

43. Strict Compliance. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

44. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of New York.

45. Costs of Enforcing and Defending Agreement. If Sponsor is the prevailing party in any action brought against Purchaser (and/or is successor or assigns) in the event that Purchaser is in default hereunder after notice and beyond any applicable grace period, in the termination of this Agreement or in otherwise enforcing Purchaser's obligations hereunder, Purchaser shall be

responsible for Sponsor's attorney's fees and disbursements incurred in connection with any such action. Notwithstanding the foregoing, Purchaser shall not be obligated to pay Sponsor's legal fees or disbursements in any action brought pursuant to the Plan or this Agreement where Purchaser is the prevailing party in such action pursuant to a final non-appealable order by a court of competent jurisdiction. The provisions of this Article shall survive closing of title or the termination of this Agreement.

46. Waiver of Jury. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

47. Entire Agreement. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them.

48. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein", "hereof" or "hereunder" or similar terms used in this agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

49. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

50. Successors and Assigns. Subject to the provisions of Article 28 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

51. No Oral Changes. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER-ATTACHED HERETO AND MADE A PART HEREOF OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

52. Counterparts. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. An executed counterpart transmitted by facsimile or by electronic-mail correspondence as an attachment in .pdf) signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature or other electronically transmitted signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page or other electronically transmitted signature, although the failure to do so shall not invalidate the effectiveness of the facsimile signature or other electronically

transmitted signature. Counterparts of this Agreement may also be executed by means of software that provides for electronic signature of documents, *e.g.* DocuSign.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SPONSOR

AMSTERDAM 88 LLC

By: _____
Name:
Title:

PURCHASER

By: _____
Name:
Title:

PURCHASER

By: _____
Name:
Title:

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SCHEDULE A
Encumbrances

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

(b) State of facts shown in an updated and accurate survey of the land provided such survey does not render title unmarketable.

(c) The terms and conditions set forth in the Declaration of Condominium, the By-Laws (and the Rules and Regulations promulgated).**

(d) The power of attorney from Purchaser to the Condominium Board and maps and the Floor Plans, all as may be amended from time to time, to be recorded or filed in the City Register's Office.

(e) Any easement or right of use in favor of any utility company for construction, use, maintenance and repair of all utility lines, cable lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

(f) Revocability of the right to maintain street vaults and other areas, under the sidewalks and streets.

(g) All easements created by the Declaration.

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

(i) Leases and service, maintenance and license agreements, if any, are in effect on the date of the First Unit Closing.

(j) Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units, Limited Common Elements, or Common Elements on the Unit, existing as a result of construction of the Building, or construction of the Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage

or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units, the Limited Common Elements and the Common Elements.

(k) All covenants, restrictions, reservations, agreements and easements of record which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent the use of any Unit at the Property for dwelling purposes, nor prevent the existence of the promised structure.

(l) The lien of any unpaid Common Charge, real estate taxes, water charge or sewer rent, which shall be adjusted at the closing of title.

(m) The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date.

(n) Any other declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulations, 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. Sponsor shall file an amendment to the Plan to reflect on any such other declaration or other instrument affecting the Property which is not already disclosed herein.

(o) Standard printed exceptions as are contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to his or her Unit and appurtenant interests.

(p) Any encumbrance as to which any reputable title insurance company would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrances (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

(q) Any other encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes, or which does not render title unmarketable, subject to the Permitted Encumbrances, or with respect to which a title insurance company is willing to insure against collection out of the Unit.

(r) The terms, provisions and conditions of the Plan.

EXHIBIT A
INSPECTION STATEMENT

Amsterdam 88 LLC

Re: Unit No. _____
200 West 88th Street Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Exceptions

Items	**Initials**	**if any**
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower doors & trim		
Kitchen cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		
Flooring		
Appliances		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Purchaser's Signature

_____
Sponsor's Representative

EXHIBIT B
FORM OF TITLE INDEMNITY

[TITLE UNDERWRITER LETTERHEAD]

Dated: _____

_____
_____
_____

Re: 200 West 88th Street Condominium
200 West 88th Street
New York, New York 10024 (the "Premises")

To Whom It May Concern:

In connection with the sale of certain units (the "Units") at the Premises for which _____ ("Title Co.") is insuring title, you have asked for certain assurances with respect to the recording of the documents and the timely payment of Tax Payments (as defined below) from [title underwriter] _____ ("TitleCo") or an agent, abstract company or other person or entity selected by TitleCo (any of the foregoing, a "Title Closer") of the deeds for the Units and related documentation, including, without limitation, mortgage related documents (the "Closing Documents"), the payment of New York City and New York State transfer taxes (including the New York State Additional Tax pursuant to Article 31 of the Tax Law) due in connection with such conveyances and mortgage recording taxes or other fees, if applicable (collectively, the "Tax Payments").

As of the date hereof, TitleCo agrees to hold harmless and indemnify Sponsor _____ and Greenspoon Marder LLP and their respective agents, representatives, members, affiliates and the like (each, an "Indemnified Party") from and against all losses, liabilities, judgments, damages, costs and expenses that an Indemnified Party may incur or suffer from the failure of TitleCo or a Title Closer to (a) record the Closing Documents for any of the Units and submit the Tax Payments for any of the Units in a timely manner from the dates of conveyances for the Units, and (b) do such other act as a reasonably prudent title company of Title Closer would perform.

[Name of Title Underwriter]

By _____
Name:
Title:

ESCROW RIDER

Escrow Provision

The provisions of this Rider govern the escrow of Contract Deposit pursuant to this Purchase Agreement.

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

2. Anything contained in this Purchase Agreement to the contrary notwithstanding, in the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than twenty-five (25%) percent of the Purchase Price plus any interest earned thereon together with any monies advanced by Purchaser for "extras" pursuant to the Plan, may be retained by Sponsor as liquidated damages.

3. The Balance will not be payable until closing of title to the Unit.

4. GREENSPOON MARDER LLP, 1345 Avenue of the Americas, New York, New York 10105 ("Escrow Agent") shall serve as escrow agent for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Brian Bloom, Harlan Greenman, Jay Kim, Lisa R. Radetsky and Phillipe Zimmerman. 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 principals of Sponsor or have any beneficial interest in any of the foregoing.

5. 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.

6. For the purpose of holding deposits or payments made by purchasers, the Escrow Agent has established an escrow account at Bank Hapoalim B.M. at its branch located at 1120 Avenue of the Americas, New York, New York 10036 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account (the "Escrow Account") is entitled Greenspoon Marder LLP, as Escrow Agent.

7. All Deposits will be placed initially in a non-interest-bearing checking portion of the Escrow Account. Each Purchaser is required to deliver to the Escrow Agent a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status). If a completed and signed Form W-9 or Form W-8 accompanies a deposit, the deposit will thereafter be promptly transferred to an individual interest-bearing sub-account in the name of Purchaser. If a Purchaser does not deliver a Form W-9 or a Form W-8, the deposit will remain in the non-interest-bearing checking portion of the Escrow Account, which is an IOLA account.

8. The Bank is covered by federal bank deposit insurance to a maximum of $250,000 per individual. If an individual makes a deposit in excess of $250,000 for the purchase of a unit, such deposit will not be federally insured in excess of $250,000; and while the deposit is in the non-interest-bearing checking account it may not be federally insured even if the deposit does not exceed $250,000. Under present law, notwithstanding the aggregate balance of an IOLA account, the FDIC insurance coverage for IOLA accounts is $250,000 per depositor. Pursuant to current regulations, FDIC insurance is limited to $250,000 per depositor per institution, meaning in the event that a Purchaser has other funds on deposit at the Bank, the aggregate FDIC insurance proceeds payable to such Purchaser will be $250,000 on all accounts maintained at the Bank. The foregoing limitation will apply whether the Contract Deposit is in the non-interest-bearing IOLA account or an interest-bearing sub-account.

9. 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 or endorsed by Purchaser to the order of Escrow Agent.

10. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently approximately 0.2 %. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

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

12. The Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, Broadway, 23rd Floor, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

13. 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 Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

14. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

15. The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

18. 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.

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

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

21. 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).

22. 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.

23. 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.

24. 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.

25. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

26. 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.

27. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties pursuant to 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SPONSOR

AMSTERDAM 88 LLC

By: _____
Name:
Title:

PURCHASER

By: _____
Name:
Title:

PURCHASER

By: _____
Name:
Title:

ESCROW AGENT

By: _____
Name:
Title:

EXHIBIT "D"

RIDERS TO PURCHASE AGREEMENT

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EXHIBIT "D-1"

RIDER FOR PURCHASE OF PARKING UNIT

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RIDER TO PURCHASE AGREEMENT FOR THE PURCHASE OF A PARKING UNIT

This Rider to Purchase Agreement (this "Rider") is made as of _____, 20___, between Sponsor and Purchaser.

Re: Unit No. ___("Unit")
200 West 88th Street Condominium (the "Condominium")
200 West 88th Street
New York, NY 10024

1. (a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase a parking Unit in the Garage (the "Parking Unit") for a Purchase Price of $_____ ("Parking Unit Purchase Price").

Choose (b) or (c) (*delete whichever is inapplicable*)

(b) Upon execution of this Agreement, Purchaser has delivered a check (subject to collection) or has remitted by wire transfer of immediately available funds to Sponsor (subject to collection) in an amount of $ _____ (an amount equals to at least 15% of the Parking Unit Purchase Price) represents the Initial Deposit due in connection with the purchase of the Parking Unit. ("Initial Parking Unit Deposit") and thereafter, withing 15 days following receipt of notice of an amendment declaring the Plan effective, but in no event later than the closing of the Unit, Purchaser shall deliver to Sponsor a check (subject to collection) or remit by wire transfer of immediately available funds an additional payment in the amount of $_____ (or a wire transfer of immediately available funds) (the "Additional Parking Unit Deposit" due in connection with the purchase of the Parking Unit

-or-

Upon execution of this Agreement, Purchaser has delivered a check or a wire transfer of to

(c) Sponsor (subject to collection) in an amount of $ (an amount that equals at least 25% of the Purchase Price for the Parking Unit) represents the Initial Deposit due in connection with the purchase of the Parking Unit. ("Initial Parking Unit Deposit") Within 15 days of receipt of notice that Sponsor has met the threshold percentages set forth in the Plan or upon closing of the Unit, whichever is earlier, Purchaser shall deliver to Sponsor a check (subject to collection) in the amount of $_____ (or a wire transfer of immediately available funds) representing the Additional Deposit due in connection with the purchase of the Parking Unit

(d) Purchaser agrees that Purchaser will close and tender the balance of the Purchase Price due with respect to its purchase of the Parking Unit simultaneous with the closing of Purchaser's Unit, even if a TCO for the Garage has not yet been issued, and/or access to the Parking Unit is not yet available on the date that the closing of the Unit. Notwithstanding the the fact that the Parking Unit is noforegoing, until such time when a TCO for the Garage has been issued and use of the Parking Unit is made available to Purchaser, all amount paid by the Parking Unit Owner for the purchase of the Parking

Unit shall remain in escrow with Sponsor's attorneys and Sponsor shall remain responsible for the payment of the Common Charges and the real estate taxes attributable to such Parking Unit.

2. If there is a fire or other casualty in the Garage and Sponsor does not elect to complete, repair or restore such area(s) following such fire or casualty, then this Rider shall be null and voice and the Purchase Agreement shall be deemed modified to provide for the closing of title with respect to the Residential Unit and any other unaffected License(s) only.

3. A default by Purchaser under this Rider shall constitute a default under the Purchase Agreement for the Unit and any other default by Purchaser under the Purchase Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those remedies as more fully described in the Purchase Agreement and the Plan.

4. Notwithstanding an earlier closing of title with respect to the Unit, the provisions of the Purchase Agreement with respect to the delivery of the Unit shall survive.

5. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Agreement is annexed or in the Plan.

6. In the event of any inconsistency between the provisions of this Agreement and those contained in the Purchase Agreement to which this Agreement is annexed, the provisions of this Agreement shall govern and be binding.

7. Except as set forth in this Agreement, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Rider Agreement as of the date written herein below.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

AMSTERDAM 88 LLC

By: _____
Name:
Title:

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EXHIBIT "D-2"

RIDER FOR PURCHASE OF STORAGE SPACE LICENSE AND BICYLE SPACE LICENSE

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STORAGE SPACE AND/OR
/BICYCLE SPACE RIDER

This Storage Space/Bicycle Space Rider (this "Rider") is made as of **_____, 202_**, between Sponsor and Purchaser.

Re: Unit No. _____("Unit")
Storage Space No. _____#
Bicycle Space No. ____
200 West 88th Street Condominium
200 West 88th Street, New York, NY 10024

1. This Rider supplements the Purchase Agreement for the Unit. Terms not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement to which this Rider is annexed and/or the Plan, as may be applicable.

2. Supplementing Sponsor's agreement to sell Purchaser the Unit to which this Rider is annexed, Sponsor agrees to sell and Purchaser agrees to purchase a license to use Storage Space No. _____ and/or Bicycle Space No. ____ as depicted on the Floor Plan contained in Part II of the Plan. Notwithstanding the foregoing, Sponsor shall have the right to designate, in its sole discretion, an alternate Storage Space, of comparable size (any such space, a "Substitute Space"), which will be delivered to Purchaser in accordance with the terms of this Agreement.

3. The Purchase Price for the Storage Space is _____ and the Purchase Price for the Bicycle Space is $_____. The Initial Deposit and the Additional Deposit for the purchase of the Storage Space and the Bicycle Space shall be as set forth on the cover page of the Purchase Agreement. . Upon execution of the Agreement to which this Fider is attached, Purchaser has delivered a check to Sponsor (subject to collection) or has remitted by wire transfer of immediately available funds the amount if the Initial Deposit for the Storage Space.

4. Within 15 days of receipt of notice that Sponsor has declared the Plan effective, Purchaser shall deliver a check in the amount of the Additional Deposit due with respect to the Storage Space and/or the Bicycle Space.

5. Purchaser acknowledges and agrees that the square footage of Storage Space #____ shall be as set forth in the Plan**.**

6. Notwithstanding anything to the contrary contained herein, Purchaser shall be obligated to close on the Residential Unit whether or not Sponsor delivers possession of the Storage Space and/or the Bicycle Space as of the date of such Closing. Sponsor shall not be required to deposit any escrow in the event that Sponsor is not able to deliver possession of the Storage Space and/or the Bicycle Space. Sponsor's obligation to deliver possession of the Storage Space and/or the Bicycle Space shall survive the Closing, provided however, Purchaser shall not be required to pay the monthly License Fee until such time when possession of the Storage Space is delivered to Purchaser.

7. If there is a fire or other casualty to the area of the Building in which the Storage Space and/or the Bicycle Space is located and Sponsor does not elect to repair or restore such area(s) following such fire or casualty, then the Agreement shall be deemed modified to omit the Storage Space and/or the Bicycle Space from the Agreement provide for the closing of title to the Residential Unit and any other unaffected License(s) only. Sponsor's inability to deliver the Storage Space

8. Purchaser shall be responsible for all transfer taxes and Sponsor's legal fee as set forth in the Purchase Agreement and the Plan.

9. In the event that Purchaser is in default by failing to tender the Additional Deposit, or any portion thereof, and/or to close title to the Unit as required pursuant to this Purchase Agreement, Sponsor shall have no obligation to cause the License Agreement for the Storage Space and/or the Bicycle Space to be delivered and Sponsor's obligation to cause the Storage Space and/or the Bicycle Space to be delivered to Purchaser shall be terminated and of no further force and effect.

10. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Agreement is annexed or in the Plan.

11. In the event of any inconsistency between the provisions of this Agreement and those contained in the Purchase Agreement to which this Agreement is annexed, the provisions of this Agreement shall govern and be binding.

12. Except as set forth in this Agreement, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date first written above.

SPONSOR

AMSTERDAM 88 LLC

By: _____

Name:
Title:

PURCHASER

By: _____

Name:
Title:

EXHIBIT "E"

UNIT POWER OF ATTORNEY

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UNIT OWNER'S POWER OF ATTORNEY

TO

200 WEST 88TH STREET CONDOMINIUM

DATED: _____ , 20__

Section:	
Block:	____
Lot:	____
County:	New York
Street Address:	200 West 88th Street Unit ____ New York, New York

Recorded at Request of
and Return by Mail to:

Century Management Services, Inc.
1430 Broadway, Suite 505,
New York, NY 10018

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POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Amsterdam 88 LLC ("Declarant"), establishing a plan for condominium ownership of the premises known as 200 West 88th Street Condominium and by the street number 200 West 88th Street, New York, New York, 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 _____, or (b) in the by-laws of 200 West 88th 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(s) of the Condominium Unit ("Unit") in 200 West 88th Street Condominium which is designated and described as Residential Unit No. ____ in the Declaration and also designated as Tax Lot ____, in Block 1235 of the County of New York on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, does hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium 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 Owners 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 become 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 Condominium 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 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 Condominium 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 Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board deems 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,

affecting the Common Elements which the Condominium Board deems necessary and appropriate.

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

The undersigned does 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 Units 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 of 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 the subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner's Power of Attorney as of the ___ day of _____, 20__

UNIT OWNER:

_____

_____

_____

_____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ___ day of _____ in the year 20__, 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 the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ___ day of _____ in the year 20__, before me, the undersigned, 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 the instrument.

_____
Notary Public

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EXHIBIT “F”

FORM OF DEEDS

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EXHIBIT "F-1"

FORM OF RESIDENTIAL UNIT DEED

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RESIDENTIAL UNIT DEED

THIS INDENTURE, made as of the ___ day of _____, 20__, between **AMSTERDAM 88 LLC**, a New York limited liability company, having an address at 1239 Broadway, Suite 1100B, New York, New York 10001 (the "**Grantor**") and **_____,** having an address at 200 West 88th Street, New York, New York 10024 (the "**Grantee**").

W I T N E S S E T H :

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 Grantee, the heirs or successors and assigns of the Grantee forever:

The Condominium Unit (the "**Unit**") in the premises known as 200 West 88th Street Condominium and by the street number 200 West 88th Street, Borough of Manhattan, County, City and State of New York, said Unit being designated and described as Residential Unit No. ___ in the Declaration ("**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 _____, and also designated as Tax Lot ____ in Block 1235 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by Ramy Issac, Registered Architect, on_____, and filed with the Tax Map Unit of New York City Department of Finance on _____, as Condominium Plan No. ____ and also filed in the City Register's Office on _____ as CRFN No _____. The land upon which the building containing the Unit is erected is described on Schedule A annexed 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 200 West 88th 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 and 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 and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any or) 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 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.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision 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, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration of the By-Laws, the Residential Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

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 hereof.

The word "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN THE WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

Grantor: **Amsterdam 88 LLC**

By: _____
Name:
Title:

Grantee:

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A-1 thru A-4
DESCRIPTION OF PREMISES

PARCEL A-1:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 82 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 568 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 33 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-2:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 55 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 570 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 34 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-3:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 28 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 27 feet;

THENCE easterly, again parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 572 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 35 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-4:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, along the southerly side of West 88th Street, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 28 feet;

THENCE easterly, parallel with the southerly side of West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 28 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 574 Amsterdam Avenue a/k/a 200 West 88th Street, New York, NY and designated as Block 1235 Lot 36 as shown on the Tax Map of the City of New York, County of New York.

SCHEDULE B

Encumbrances

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

2. State of facts shown in an updated and accurate survey of the land provided such survey does not render title unmarketable.

3. The terms and conditions set forth in the Declaration of Condominium, the By-Laws (and the Rules and Regulations made thereunder), dated _____ and recorded _____ as CRFN _____.

4. Easement contained by Deed dated _____ recorded as Liber __, page ____.

4. The power of attorney from Purchaser to the Condominium Board and maps and the Floor Plans, all as may be amended from time to time, to be recorded or filed in the City Register's Office.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance and repair of all utility lines, cable lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

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

7. All easements created by the Declaration.

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

9. Leases and service, maintenance and license agreements, if any, in effect on the date of the First Unit Closing.

10. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units, Limited Common Elements, or Common Elements on the Unit, existing as a result of construction of the Building, or construction of the Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or

any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units, the Limited Common Elements and the Common Elements.

11. All covenants, restrictions, reservations, agreements and easements of record which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent the use of any Unit at the Property for dwelling purposes, nor prevent the existence of the promised structure.

12. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, which shall be adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date.

14. Any other declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulations, 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. Sponsor shall file an amendment to the Plan to reflect any such other declaration or other instrument affecting the Property which is not already disclosed herein.

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

16. Any encumbrance as to which any reputable title insurance company would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrances (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

17. Any other encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes, or which does not render title unmarketable, subject to the Permitted Encumbrances, or with respect to which a title insurance company is willing to insure against collection out of the Unit.

18. The terms, provisions and conditions of the Plan.

200 WEST 88TH STREET CONDOMINIUM

UNIT DEED

AMSTERDAM 88 LLC

TO

_____

Section:
Block: ____
Lot: 1235
New York County

Record and Return to:

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EXHIBIT "F-2"

FORM OF PARKING UNIT DEED

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PARKING UNIT DEED

THIS INDENTURE, made as of the ___ day of _____, 202__, between **AMSTERDAM 88 LLC**, a New York limited liability company, having an address at 1239 Broadway, Suite 1100B, New York, New York 10001 ("**Grantor**") and _____**,** having an address at 200 West 88th Street, New York, New York 10024 ("**Grantee**").

W I T N E S S E T H :

That Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

The Condominium Unit (the "**Unit**") in the premises known as 200 West 88th Street Condominium and by the street number 200 West 88th Street, Borough of Manhattan, County, City and State of New York, said Unit being designated and described as Parking Unit No. PK-___ in the Declaration ("**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 _____, and also designated as Tax Lot ____ in Block 1235 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by Ramy Issac, Registered Architect, on_____, and filed with the Tax Map Unit of New York City Department of Finance on _____, as Condominium Plan No. ____ and also filed in the City Register's Office on _____ as CRFN No _____. The land upon which the building containing the Unit is erected is described on Schedule A annexed 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 200 West 88th 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 and an undivided _____**%** interest in the Parking Common Elements (as such term is defined in the Declaration).

Together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

Together with, and subject to, the rights obligations, easements restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any or) 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 attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee and the heirs or successors and assigns of Grantee forever.

[Simultaneous with the delivery of this Parking Unit Deed, Grantee has acquired title to Residential Unit ___ in the Condominium.] or [Prior to the delivery date of this Parking Unit Deed, Grantee has acquired title to Residential Unit ___ in the Condominium]. Except as otherwise expressly permitted by the Condominium Board or provided in the Declaration of the By-Laws, the Parking Unit may be used for accessory residential parking only.]

[Grantee hereby acknowledges and agrees that at all times when Grantee holds title to the Unit, Grantee shall also own a Residential Unit in the Condominium. Grantee further acknowledges that pursuant to the By-Laws, the Board of Managers has the right to enforce the covenant contained in this paragraph at the sole cost and expense of Grantee.]

Grantee hereby grants to each of the other Parking Unit Owners an irrevocable easement and a non-exclusive right to use the Unit, from time to time, for accessory parking but only to the extent that the ParkStory system installed as of the date of the Declaration (the "ParkStory System") or other fully automated parking system that is subsequently installed to replace the ParkStory System selects a Parking Unit in which to park a vehicle that is an authorized vehicle to be parked in a Parking Unit owned by another Parking Unit Owner (each such system, an "Automated System"). .Further, Grantee is the beneficiary of multipole reciprocal irrevocable non-exclusive easements granted by each of the other Parking Unit Owners in favor of Grantee pursuant to which easements Grantee shall have right to use the Parking Units belonging to such other Parking Unit Owners, from time to time, for accessory parking but only to the extent that the ParkStory System or another Automated System selects the Parking Unit belonging to such other Parking Unit Owner to park a vehicle that has been authorized by Grantee to be parked in the Unit.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision 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, the applicable provisions of the Declaration shall control.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that 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 purpose.

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 hereof.

Capitalized terms, not otherwise defined herein shall have the same meaning as set forth in the Declaration and the By-Laws.

The word "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN THE WITNESS WHEREOF, Grantor and Grantee have duly executed this Indenture as of the day and year first above written.

Grantor: **Amsterdam 88 LLC**

By: _____
Name:
Title:

Grantee:

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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SCHEDULE A-1 thru A-4
DESCRIPTION OF PREMISES

PARCEL A-1:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 82 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 568 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 33 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-2:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 55 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 570 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 34 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-3:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 28 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 27 feet;

THENCE easterly, again parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 572 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 35 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-4:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, along the southerly side of West 88th Street, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 28 feet;

THENCE easterly, parallel with the southerly side of West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 28 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 574 Amsterdam Avenue a/k/a 200 West 88th Street, New York, NY and designated as Block 1235 Lot 36 as shown on the Tax Map of the City of New York, County of New York.

SCHEDULE B

Encumbrances

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

2. State of facts shown in an updated and accurate survey of the land provided such survey does not render title unmarketable.

3. The terms and conditions set forth in the Declaration of Condominium, the By-Laws (and the Rules and Regulations made thereunder), dated _____ and recorded _____ as CRFN _____.

4.. The power of attorney from Grantee to the Condominium Board and maps and the Floor Plans, all as may be amended from time to time, to be recorded or filed in the City Register's Office.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance and repair of all utility lines, cable lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

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

7. All easements created by the Declaration.

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

9. Leases and service, maintenance and license agreements, if any, in effect on the date of the First Unit Closing.

10. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units, Limited Common Elements, or Common Elements on the Unit, existing as a result of construction of the Building, or construction of the Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or

after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units, the Limited Common Elements and the Common Elements.

11. All covenants, restrictions, reservations, agreements and easements of record which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent the use of any Unit at the Property for dwelling purposes, nor prevent the existence of the promised structure.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, which shall be adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date.

14. Any other declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulations, 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. Sponsor shall file an amendment to the Plan to reflect any such other declaration or other instrument affecting the Property which is not already disclosed herein.

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

16. Any encumbrance as to which any reputable title insurance company would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrances (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

17. Any other encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes, or which does not render title unmarketable, subject to the Permitted Encumbrances, or with respect to which a title insurance company is willing to insure against collection out of the Unit.

18. The terms, provisions and conditions of the Plan.

200 WEST 88TH STREET CONDOMINIUM

PARKING UNIT DEED

AMSTERDAM 88 LLC

TO

_____

Section:
Block: ____
Lot: 1235
New York County

Record and Return to:

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EXHIBIT "F-3"

FORM OF PARKING UNIT DEED – DISABLED PARKING UNIT

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FORM OF UNIT DEED -- DISABLED PARKING UNIT

THIS INDENTURE, made as of the ___ day of _____, 202__, between **AMSTERDAM 88 LLC**, a New York limited liability company, having an address at 1239 Broadway, Suite 1100B, New York, New York 10001 ("**Grantor**") and _____**,** having an address at 200 West 88th Street, New York, New York 10024 ("**Grantee**").

W I T N E S S E T H :

That Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

The Condominium Unit (the "**Unit**") in the premises known as 200 West 88th Street Condominium and by the street number 200 West 88th Street, Borough of Manhattan, County, City and State of New York, said Unit being designated and described as Parking Unit No. PK-5 in the Declaration ("**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 _____, and also designated as Tax Lot ____ in Block 1235 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by Ramy Issac, Registered Architect, on_____, and filed with the Tax Map Unit of New York City Department of Finance on _____, as Condominium Plan No. ____ and also filed in the City Register's Office on _____ as CRFN No _____. The land upon which the building containing the Unit is erected is described on Schedule A annexed 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 200 West 88th 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 and an undivided _____**%** interest in the Parking Common Elements (as such term is defined in the Declaration).

Together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

Together with, and subject to, the rights obligations, easements restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any or) 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 attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee and the heirs or successors and assigns of Grantee forever.

Grantee hereby grants to each of the other Parking Unit Owners an irrevocable easement and a non-exclusive right to use the Unit, from time to time, for accessory parking but only to the extent that the ParkStory system installed as of the date of the Declaration (the "ParkStory System") or other fully automated parking system that is subsequently installed to replace the ParkStory System selects a Parking Unit in which to park a vehicle that is an authorized vehicle to be parked in a Parking Unit owned by another Parking Unit Owner (each such system, an "Automated System"). .Further, Grantee is the beneficiary of multipole reciprocal irrevocable non-exclusive easements granted by each of the other Parking Unit Owners in favor of Grantee pursuant to which easements Grantee shall have right to use the Parking Units belonging to such other Parking Unit Owners, from time to time, for accessory parking but only to the extent that the ParkStory System or another Automated System selects the Parking Unit belonging to such other Parking Unit Owner to park a vehicle that has been authorized by Grantee to be parked in the Unit.

This Parking Unit is subject to certain rights of any Residential Unit Owner who does not own a Parking Unit who is or becomes a Disabled Unit Owner. A "Disabled Unit Owner" shall mean a Residential Unit Owner who has obtained (or has a family member who resides in such Residential Unit who has obtained) from the New York State City Department of Transportation, a parking permit or license plate confirming that the owner of such vehicle meets the requirements to be issued a parking permit for disabled persons in the City of New York (a "Disabled Parking Permit") for the vehicle to be parked in the Disabled Parking Unit. in each instance, a "Disabled Vehicle"). Any Disabled Unit Owner who does not own a Parking Unit, may make a demand that Grantee, as the owner of the Disabled Parking Unit that Grantee sell the Disabled Parking Unit to the Disabled Unit Owner. Such demand shall be made in writing to the owner of the Disabled Parking Unit with a copy of the same sent simultaneously to the Condominium Board, in each case in the manner prescribed in the Condominium By-Laws, which demand shall require the owner of the Disabled Parking Unit to sell the Disabled Parking Unit to the Disabled Unit Owner at its then fair market value (in each instance, a "Disabled Parking Unit Demand"). In the event that Grantee receives a Disabled Parking Unit Demand, Grantee must comply with such demand within thirty (30) days of Grantee's receipt of the same. In the event that Grantee fails to comply with the Disabled Parking Unit Demand or Grantee and the Disabled Unit Owner the parties cannot agree upon the then fair market value of the Disabled Parking Unit, within fifteen (15) days of Grantee's receipt of the Disabled Parking Unit Demand, such dispute shall be resolved by expedited "baseball"-style arbitration. All costs and expenses of either party and the Condominium Board incurred in connection with the conveyance of the Disabled Parking Unit to a Disabled Unit Owner demanding the same, including, but not limited, reasonable attorney's and arbitration costs, if applicable, shall be borne by the party who has served the Disabled Parking Unit Demand.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that 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.

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 hereof.

Capitalized terms, not otherwise defined herein shall have the same meaning as set forth in the Declaration and the By-Laws.

The word "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN THE WITNESS WHEREOF, Grantor and Grantee have duly executed this Indenture as of the day and year first above written.

Grantor: **Amsterdam 88 LLC**

By: _____
Name:
Title:

Grantee:

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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SCHEDULE A-1 thru A-4
DESCRIPTION OF PREMISES

PARCEL A-1:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 82 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 568 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 33 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-2:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 55 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 570 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 34 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-3:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 28 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 27 feet;

THENCE easterly, again parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 572 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 35 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-4:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, along the southerly side of West 88th Street, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 28 feet;

THENCE easterly, parallel with the southerly side of West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 28 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 574 Amsterdam Avenue a/k/a 200 West 88th Street, New York, NY and designated as Block 1235 Lot 36 as shown on the Tax Map of the City of New York, County of New York.

SCHEDULE B

Encumbrances

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

2. State of facts shown in an updated and accurate survey of the land provided such survey does not render title unmarketable.

3. The terms and conditions set forth in the Declaration of Condominium, the By-Laws (and the Rules and Regulations made thereunder), dated _____ and recorded _____ as CRFN _____.

4.. The power of attorney from Grantee to the Condominium Board and maps and the Floor Plans, all as may be amended from time to time, to be recorded or filed in the City Register's Office.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance and repair of all utility lines, cable lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

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

7. All easements created by the Declaration.

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

9. Leases and service, maintenance and license agreements, if any, in effect on the date of the First Unit Closing.

10. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units, Limited Common Elements, or Common Elements on the Unit, existing as a result of construction of the Building, or construction of the Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or

after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units, the Limited Common Elements and the Common Elements.

11. All covenants, restrictions, reservations, agreements and easements of record which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent the use of any Unit at the Property for dwelling purposes, nor prevent the existence of the promised structure.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, which shall be adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date.

14. Any other declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulations, 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. Sponsor shall file an amendment to the Plan to reflect any such other declaration or other instrument affecting the Property which is not already disclosed herein.

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

16. Any encumbrance as to which any reputable title insurance company would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that such encumbrances (a) will not be collected out of the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

17. Any other encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes, or which does not render title unmarketable, subject to the Permitted Encumbrances, or with respect to which a title insurance company is willing to insure against collection out of the Unit.

18. The terms, provisions and conditions of the Plan.

200 WEST 88TH STREET CONDOMINIUM

DISABLED PARKING UNIT DEED

AMSTERDAM 88 LLC

TO

_____

Section:
Block: ____
Lot: 1235
New York County

Record and Return to:

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EXHIBIT "G"

FORM OF STORAGE SPACE LICENSE

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STORAGE SPACE LICENSE AGREEMENT

AGREEMENT made this __ day of _____, ____ (this "Agreement") by and between the Board of Managers of 200 West 88th Street Condominium (the "Licensor"), having an office _____, and _____ (the "Licensee"), having an address at 200 West 88th Street, New York, New York 10024;

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as 200 West 88th Street Condominium (hereinafter the "Condominium") dated _____ and recorded on _____ as CRFN _____ (the ("Declaration") for the property having the street address 200 West 88th Street, New York, New York 10024 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Condominium, including, without limitation the "Storage Spaces" located in the Building as such term is more particularly defined and described in the Declaration;

WHEREAS, Licensee owns, or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Space _____ (the "Space") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. 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, a license (the "License") to use the Space during the term hereof for storage of Licensee's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. Licensee shall not store any (i) animals or food, (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. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Space, (c) allow any other person to use the Space except in accordance with the terms hereof, or (d) deface, damage or alter the Space, the Building or Licensor's equipment. Licensee shall keep the Space locked 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.

2. The term of this License shall commence on the date first set forth above, and shall continue on a month-to-month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium, provided however, Licensee may assign this License to a purchaser of the Residential Unit owned by Licensee.

3. Licensee shall pay to Licensor a License Fee each month, as determined by the Board of Managers from time to time. Such monthly Licensee fee shall be deemed to be a portion the Common Charges payable by Licensee.

4. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Space, broom-clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Space at expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee, Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

5. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Space, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

6. Neither Licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Space unless due to gross negligence of the Licensor. Licensee stores property in the Space at Licensee's own risk, including, without limitation, the possibility that the Space may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances, shall the Licensor or its agents be deemed to act as Licensee's bailee.

7. Licensee represents that it has made a thorough inspection of the Space 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 Space. Licensee shall repair all damage to the Building and the Space by the moving of its property, furniture, or equipment.

8. Licensor shall not provide any services to the Space, except lighting on the floor in which the Space is located and elevator service. Licensee shall have access to the Space only from 8:00 A.M. to 10:00 P.M., seven days a week.

9. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by writing signed by the party to be charged.

10. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Space until Licensee cures such default, or (ii) terminate this Agreement by giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

11. Licensee shall, at all times, use the Space only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any

direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Space. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

12. Licensor or its agents shall have the right (but not the obligation) to open the Space in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Space or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

13. The failure of Licensor 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 Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

14. 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 Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. At no time may the Space be used by persons who are not Unit Owners or residents of a Unit in the Building.

15. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

16. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

[Signature page follows]

IN THE WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

BOARD OF MANAGERS
200 WEST 88TH STREET CONDOMINIUM

By: _____
Name:
Title:

LICENSEE:

_____

_____

EXHIBIT "H"

FORM OF BICYCLE SPACE LICENSE

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BICYCLE SPACE LICENSE AGREEMENT

AGREEMENT made this __ day of _____, ____ (this "Agreement") by and between the Board of Managers of 200 West 88th Street Condominium (the "Licensor"), having an office _____, and _____ (the "Licensee"), having an address at 200 West 88th Street, New York, New York 10024;

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as 200 West 88th Street Condominium (hereinafter the "Condominium") dated _____ and recorded on _____ as CRFN _____ (the ("Declaration") for the property having the street address 200 West 88th Street, New York, New York 10024 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Condominium, including, without limitation the "Bicycle Spaces" located in the Building as such term is more particularly defined and described in the Declaration;

WHEREAS, Licensee owns, or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Bicycle Space _____ (the "Space") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. 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, a license (the "License") to use the Space during the term hereof for storage of Licensee's two-wheeled bicycle and for no other purpose. Licensee shall not store any inflammable, combustible, explosive or other dangerous items, including, without limitation, lithium batteries. Licensee shall be solely responsible to procure a lock to secure Licensee's bicycle to the rack provided.

2. Licensee shall not (a) interfere with another tenant of Licensor, (b) store any property in the Building outside of the Space, (c) allow any other person to use the Space except in accordance with the terms hereof, or (d) deface, damage or alter the Space, the Building or Licensor's equipment.

3. The term of this License shall commence on the date first set forth above and shall continue on a month-to-month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate if Licensee no longer owns a Residential Unit in the Condominium, provided however, Licensee may assign this License to a purchaser of the Residential Unit owned by Licensee.

4. Licensee shall pay to Licensor a License Fee each month, as determined by the Board of Managers from time to time. Such monthly Licensee fee shall be deemed to be a portion the Common Charges payable by Licensee.

5. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Space, broom-clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Space at expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee, Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

6. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Space, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided.

7. Neither Licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Space unless due to gross negligence of the Licensor. Licensee stores property in the Space at Licensee's own risk, including, without limitation, the possibility that the Space may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances, shall the Licensor or its agents be deemed to act as Licensee's bailee.

8. Licensee represents that it has made a thorough inspection of the Space 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 Space. Licensee shall repair all damage to the Building and the Space by the moving of its vehicle.

9. Licensor shall not provide any services to the Space, except lighting on the floor in which the Space is located and elevator service. Licensee shall have access to the Space only from 8:00 A.M. to 10:00 P.M., seven days a week.

10. This Agreement shall inure to the benefit of the Licensor's successors and assigns and may not be modified except by writing signed by the party to be charged.

11. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Space until Licensee cures such default, or (ii) terminate this Agreement by giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

12. Licensee shall, at all times, use the Space only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Space. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully and comply strictly with the Declaration and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

13. Licensor or its agents shall have the right (but not the obligation) to open the Space in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Space or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

14. The failure of Licensor 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 Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

15. 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 Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. At no time may the Space be used by persons who are not Unit Owners or residents of a Unit in the Building.

16. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

17. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the Licensee.

[Signature page follows]

IN THE WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

BOARD OF MANAGERS
200 WEST 88TH STREET CONDOMINIUM

By: _____
Name:
Title:

LICENSEE:

_____

_____

EXHIBIT "I"

FORM OF ASSIGNMENT OF AMENITY LICENSE

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ASSIGNMENT AND ASSUMPTION OF ANCILLARY AMENITY LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF ANCILLARY AMENITY LICENSE made as of the _____ day of _____, _____ by and between _____ ("Assignor"), having an address at _____, and _____ ("Assignee"), having an address at _____.

W I T N E S S E T H :

WHEREAS, Assignor executed a certain Ancillary Amenity License dated, _____ _____ ("Ancillary Amenity License") to have the exclusive right to use [ANCILLARY AMENITY TYPE] Space # ___ ("Ancillary Amenity") located in the Building known as 200 West 88th Street Condominium, located at 200 West 88th Street, New York, NY 10024, in accordance with the terms of the Condominium Offering Plan for the Building ("Plan"), as amended; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Ancillary Amenity License; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Ancillary Amenity License; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment and Assumption of this Ancillary Amenity License.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns to Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the Ancillary Amenity License, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the Ancillary Amenity License as if Assignee had signed the Ancillary Amenity License originally as "Licensee."

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use the Ancillary Amenity.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Ancillary Amenity License on the day and year first above written.

ASSIGNOR:

_____

(signature)

ASSIGNEE:

_____

(signature)

APPROVED BY:

BOARD OF MANAGERS OF THE 200 WEST 88th STREET CONDOMINIUM

By:_____

Name:

Title:

EXHIBIT "J"

DECLARATION OF CONDOMINIUM

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Condominium No: ___

DECLARATION

Establishing a Plan for Condominium Ownership of the Premises 200 West 88th Street New York, New York 10024 Pursuant to Article 9-B of the Real Property Law of the State of New York

Name: **200 WEST 88TH STREET CONDOMINIUM**

Declarant: **Amsterdam 88 LLC**
1239 Broadway, Suite 1100B
New York, New York 10001

Date of Declaration: **_____, 202___**

The land affected by the within instrument lies in Block 1235, Lot 33, on the Tax Map of the Borough of Manhattan County of New York now known as lots _____ through .

Greenspoon Marder LLP
Attorneys for Declarant
1345 Avenue of the Americas, 22nd Floor
New York, New York 10105
Attention: Lisa R. Radetsky, Esq.

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Table of Contents

Page

ARTICLE 1 DEFINITIONS 1
ARTICLE 2 SUBMISSION OF THE PROPERTY 1
ARTICLE 3 THE LAND 2
ARTICLE 4 THE PROPERTY AND THE BUILDING 2
ARTICLE 5 THE UNITS 3
ARTICLE 6 DIMENSIONS OF UNITS 4
ARTICLE 7 COMMON ELEMENTS 5
ARTICLE 8 LIMITED COMMON ELEMENTS 7
ARTICLE 9 RESIDENTIAL UNITS 11
ARTICLE 10 PARKING UNITS 14
ARTICLE 11 COMMERCIAL UNITS 15
ARTICLE 12 CHANGES IN THE RESIDENTIAL UNITS 18
ARTICLE 13 CHANGES IN THE COMMERCIAL UNITS 20
ARTICLE 14 CHANGES IN THE CONDOMINIUM 21
ARTICLE 15 CONDOMINIUM GOVERNANCE 23
ARTICLE 16 PERSON TO RECEIVE SERVICE 24
ARTICLE 17 DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS 24
ARTICLE 18 ENCROACHMENTS 25
ARTICLE 19 ACCESS TO COMMON ELEMENT 25
ARTICLE 20 EASEMENTS 26
ARTICLE 21 POWERS OF ATTORNEY TO THE CONDOMINIUM BOARD 30
ARTICLE 22 ACQUISITIONS OF UNITS BY THE CONDOMINIUM BOARD 32
ARTICLE 23 COVENANTS RUNNING WITH THE LAND 32
ARTICLE 24 AMENDMENTS OF DECLARATION 33
ARTICLE 25 ALLOCATION OF COMMON CHARGES 35
ARTICLE 26 TERMINATION OF CONDOMINIUM 36
ARTICLE 27 WAIVER 37

ARTICLE 28 CAPTIONS.....37
ARTICLE 29 CERTAIN REFERENCES.....37
ARTICLE 30 SEVERABILITY.....37
ARTICLE 31 COVENANT OF FURTHER ASSURANCES.....37
ARTICLE 32 SUCCESSORS AND ASSIGNS.....38
EXHBIT A.....41

Exhibits
Exhibit A – Legal Description
Exhibit B – Description of the Units
Exhibit C – Definitions
Exhibit D – By-Laws
Exhibit E – Signage Locations

DECLARATION

OF

200 WEST 88TH STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

RECITALS

THIS DECLARATION (this "Declaration") is made as of the __th day of, 202__, by Amsterdam 88 LLC, a New York limited liability company ("Declarant"), having an office at c/o 1239 Broadway, Suite 1100B, New York, New York 10001.

ARTICLE 1

DEFINITIONS

1.1 All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require.

1.2 In the event of a conflict between the terms and provisions contained in this Declaration, on the one hand, and the terms and provisions of the By-Laws, on the other hand, the terms of this Declaration shall in all events govern.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known as 200 West 88th Street Condominium (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the By-Laws of the 200 West 88th Street Condominium, which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein shall have the meanings given to those terms in Exhibit C attached hereto.

2.3 As of the date that the Declaration is recorded in the Office of the City Register, New York County, fee simple absolute title shall vest in the name of the Declarant by operation of law without the need to execute a deed to each of the Units.

ARTICLE 3

THE LAND

Included in the Property described in Article 1 of this Declaration is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land has an area of approximately 12,422 square feet.

ARTICLE 4

THE PROPERTY AND THE BUILDING

The building (the "Building") having eighteen (18) floors above ground, with a cellar, roof, bulkhead and roof over bulkhead. The cellar is below grade level. The Building contains:

(a) Thirty-Seven (37) residential units, located on Construction Floors 3 through 18 (with Construction Floors Cellar, 13, 14, 15, 16, 17, 18, having Marketing Designations as Basement, Floor 14, PHE, PHD, PHC, PHB, PHA-LL and PHA-UL, respectively (collectively the "Residential Units" or each a "Residential Unit", individually);

(b) Three (3) Commercial Units located on portions of the Floor 1 and a portion of the Cellar (the "Commercial Unit");

(c) Thirteen (13) Parking Units located in the Garage located on Floor 2 of the Building, collectively, the Parking Units or each a "Parking Unit");

(d) Thirty-six (36) storage spaces, located in a Storage Room situated in the Cellar designated as a Residential Common Elements (collectively the "Storage Spaces" or each "Storage Space, individually);

(e) Twenty-five (25) bicycle spaces located in the Bicycle Storage Room situated in the Cellar designated as a Residential Common Elements (each a "Bicycle Space" and collectively, the "Bicycle Spaces" and

(f) the Common Elements other than the Land, as further described in Articles 7 and 8 below.

The owner of a Residential Unit each denominated a "Residential Unit Owner" and more than one, "Residential Unit Owners". The owner of a Parking Unit is herein called a "Parking Unit Owner" The owner of a Commercial Unit is herein called a "Commercial Unit Owner" and more than one, "Commercial Unit Owners". The portion of the Building that contains the

Residential Units, the Residential Common Elements (defined below), and the Parking Units and the Parking Common Elements (as herein defined) shall be known as the "Residential Section" and the portion of the Building that contains the Commercial Units and the Commercial Common Elements shall be known as the "Commercial Section". The Residential Units, the Parking Units and the Commercial Units are sometimes collectively referred to as the "Units" and individually as a "Unit". The Residential Unit Owners, the Parking Unit Owners and the Commercial Unit Owners are collectively referred to herein as the "Unit Owners" and individually each as a "Unit Owner".

Each Residential Unit Owner that acquires Storage Space and/or a Bicycle Space will enter into a license agreement for the Use of the same, a "Storage Space License" and a "Bicycle Space License, respectively. A licensee of a Storage Space is each denominated as a "Storage Space Licensee" and the holders of all Storage Space licenses are collectively, the "Storage Space Licensees". A licensee of a Bicycle Space is each denominated as a "Bicycle Space Licensee" and, collectively, the "Bicycle Space Licensees". The Storage Space Licenses and Bicycle Space Licenses are collectively referred to as the "Licenses". The holders of the Storage Space Licenses and the Bicycle Space Licenses are collectively called the "Licensees".

ARTICLE 5

THE UNITS

5.1 Exhibit B annexed hereto and made a part hereof sets forth the following information with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; location; approximate square foot area; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate or exclusive access; and the Common Interest Percentage, Common Charge Percentage, Limited Common Elements and, as applicable, the "Residential Common Interest" and the "Garage Common Interest" appurtenant to such Unit, as applicable. The location of each Unit is also shown on the Floor Plans, as the same are certified by Ramy Isaacs of Isaacs & Stern Architects P.C., to be filed in the City Register's Office simultaneously herewith (the "Floor Plans").

5.2 Each Residential Unit includes, and each Residential Unit Owners shall be responsible for all plumbing, heating fixtures, refrigerators, ranges, washing machines and clothes dryers, garbage disposals and other appliances, as may be affixed, attached or appurtenant to any Residential Unit, including, without limitation, the HVAC system installed in each Residential Unit, which solely serves such Residential Unit. Plumbing, and heating fixtures as used in the preceding sentence shall include exposed water pipes attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which the same are attached, and any special pipes or equipment serving a Residential Unit within a wall or ceiling, or under the floor, but shall not include gas, steam, water or other pipes, conduits, wiring or duct work within the walls, ceiling or floors which service other portions of the Building. The Residential Units shall also include all lighting and electrical fixtures and appliances within each Residential Unit and any special equipment, fixtures or facilities affixed, attached or appurtenant to each Residential Unit to the extent located within each Residential Unit serving or benefiting only such Residential Unit.

5.3 Each Parking Unit includes an undivided interest in the Parking Common Elements, including the equipment for the automated "smart" electronic system that conveys a Unit Owner's vehicle to a Parking Unit, the electronic vehicle chargers and the wiring and equipment required to operate the same.

5.4 Each Commercial Unit includes and each Commercial Unit Owner shall be responsible for all plumbing, gas, heating fixtures, air-conditioning equipment, heating equipment, professional equipment and other appliances, located in such Commercial Unit. Plumbing, gas, heating fixtures and air-conditioning equipment as described in the preceding sentence shall include exposed gas, and water pipes attached to fixtures, appliances and equipment and the fixtures and equipment to which the same are attached, and any special pipes or equipment that a Commercial Unit Owner may install within a wall or ceiling, a ventilation or pipe chase, or under the floor to service equipment installed by such Commercial Unit Owner or its tenant, but shall not include gas, water or other pipes, conduits, wiring or duct work and sound-proofing materials installed within the walls, ceiling or floors which service other portions of the Building. The Commercial Units shall also include all lighting and electrical fixtures within the Commercial Unit and any special equipment, fixtures or facilities affixed, attached or appurtenant to such Commercial Unit to the extent located within the same and serving or benefiting only the applicable Commercial Unit, to the extent that such fixtures do not belong to the tenants who have leased space within such Commercial Unit. The Condominium shall supply water to each of the Commercial Units and each of the Commercial Unit Owners will be responsible to pay the Condominium Board the cost of all water and sewer charges required to operate each Commercial Unit based upon a submeter. The Condominium shall not be responsible to supply HVAC, hot water or cooking gas to the Commercial Units; the Commercial Unit Owners shall be responsible to install and maintaining equipment to provide such services at the sole cost and expense of the Commercial Unit Owners.

ARTICLE 6

DIMENSIONS OF UNITS

6.1 Units are measured horizontally from the exterior side of the exterior (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted) to the centerline of the partitions separating a Unit from public corridors, stairs, elevators, and other mechanical equipment spaces or any Common Elements, but inclusive of corridors which connect the Units to the Common Elements and the Limited Common Elements not within a Unit. Each Residential Unit consists of the area measured vertically from the top of the floor slab below to the underside of the ceiling. Unit dimensions listed on Exhibit B of this Declaration are approximate and include the hallways and entrances reserved for the exclusive use of the Unit Owners, their tenants and guests. Unit dimensions set forth on Exhibit B of this Declaration do not include the area of any Terrace, Loggia or Balcony (as such terms are defined herein the Declaration) appurtenant to any Unit.

6.2 Residential Units Penthouse E (PHE), Penthouse D (PHD), Penthouse C, (PHC) Penthouse B (PHE) and Penthouse A (lower and upper duplex floors) ("PHA") each have an adjacent private vestibule which is deemed part of such Residential Unit and the square footage of

the same has been included in the stated square footage of the Unit on Exhibit B. In addition, the square footage of the residential elevator shafts, electrical closets and shafts adjacent to the private vestibule, and refuse rooms, have been included in the total square footage of the Unit. In the duplex, Penthouse A, such square footage is included in the stated square footage of the lower duplex floor only.

6.3 Each Unit is measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Common Elements located within a Unit shall not be considered part of such Unit but are included in the measured area of each Unit.

6.4 The floor area occupied by any Common Elements bordering or within a Unit (such as the Building's façade or exterior walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. As a result, the square footage shown is taken from points behind the walls enclosing the Unit and exceeds the Unit's usable floor area. Minor inaccuracies in a Unit's square footage will not excuse a Purchaser from completing the purchase of a Unit without recourse against the Declarant, or reduction in the price.

6.5 Portions of the Common Elements located within any Unit shall not be considered as part of that Unit.

ARTICLE 7

COMMON ELEMENTS

7.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property including the Land and all parts of the Building and improvements thereon, other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Common Elements are divided into the following separate categories: (i) the General Common Elements, which are, generally, those Common Elements which serve or benefit all of the Units or Unit Owners; (ii) the Limited Common Elements, which are, generally, those Common Elements that exclusively serve or benefit one of the Units or Unit Owners; (iii) the Residential Limited Common Elements, which are, generally, those Common Elements which exclusively serve or benefit more than one (1) of the Residential Units or Residential Unit Owners; and (iv) the Parking Common Elements. In the event of any inconsistency between the provisions of this Declaration and the Floor Plans, the Floor Plans shall control. Except as otherwise provided in the By-Laws, the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which the same are reasonably suited.

7.2 As used in this Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor,

/radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box. The word "Facility" or "Facilities" does not include any portion of the Building that is specifically listed as a Residential Unit, a Residential Common Element, a Residential Limited Common Element, or a Commercial Unit.

7.3 General Common Elements. The General Common Elements include those portions of the Building that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property (other than those areas and items specifically identified as part of a Unit and/or the Residential Common Elements and/or the Residential Limited Common Elements) the common use of which is necessary or convenient for the existence, Maintenance, operation or safety of the Property. More specifically, the General Common Elements consist of the following (whether or not covered by the preceding sentence):

7.3.1 the Land (as more particularly described in Exhibit A attached hereto), together with all easements, rights and privileges appurtenant thereto;

7.3.2 all foundations, footings, columns, girders, floor slabs and ceilings, beams, supports, interior load bearing walls, pile caps, and their enclosures;

7.3.3 all exterior walls of the Building but not including the portions thereof on the Unit side of the brick work or masonry of such walls, excluding however, the store front portions of such walls adjacent to the Commercial Units,;

7.3.4 all walls and partitions separating Units from corridors, fire-stairs and related landings and hallways, and mechanical equipment spaces servicing any one or more of the Commercial Units or one or more of the Residential Units;

7.3.5 the sidewalk to the extent a building owner is legally responsible for the same, excluding however, the sidewalk on the east side of the Building that faces Amsterdam Avenue, which shall be the responsibility of the Commercial Unit Owners), street-level setbacks and all street trees, shrubbery and other plantings located thereon including planters;

7.3.6 all space devoted to the use of person(s) employed in connection with the operation of the Property;

7.3.7 all central and appurtenant installations for services such as power, light,

security system, telephone, ARCS radio communications system; internet service, gas, cold water, including all pipes, ducts, chases, chutes, wires, cables, and conduits and the enclosures used in connection therewith, whether located in common areas or in the Units;

7.3.8 all tanks, pumps, motor fans, compressors, and control equipment;

7.3.9 all sewer pipes;

7.3.10 all areaways and any drains contained therein;

7.3.11 all fire stairs, corridors and landings connected therewith (but shall exclude convenience stairs located within any Unit;

7.3.12 that portion of the roofs (including any roof-top mechanical room) on which equipment that services the Building is located but excluding those portions thereof which constitute a Residential Limited Common Elements appurtenant to Units 3B, 3C, and PHA;

7.3.13 all other parts of the Property and all apparatus, installations, systems, equipment, facilities, pipes, conduits, ducts, chutes, wires and cables and enclosures for the same existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property;

7.3.14 the sprinkler system for the Building, including all piping, fittings, valves and sprinkler heads, excluding however, all such items located within a Unit and servicing only a single Unit, which shall be the responsibility of such Unit Owner to maintain;

7.3.15 all Building storage rooms, telephone rooms and other service, mechanical and utility rooms in the Building, excluding however, (a) all such facilities located within a Unit and servicing only a single Unit, which shall be the responsibility of such Unit Owner to maintain, (b) all such facilities which service more than one, but not all of the Units, which shall be the responsibility of the Unit Owners of the Units serviced by such facilities to maintain, and (c) all such storage rooms or facilities that constitute Residential Limited Common Elements; and

7.3.16 all mechanical equipment and mechanical equipment space located in the Building serving or benefiting the Building or all the Units.

ARTICLE 8

LIMITED COMMON ELEMENTS

8.1 Limited Common Elements. Certain portions of the Common Elements are limited and restricted in use to the single Unit to which those Common Elements are appurtenant and are thereby identified on the Floor Plans and referred to in this Declaration and the By-Laws, as "Limited Common Elements". The use of Limited Common Elements by any Unit Owner having exclusive use thereof is subject to access for the structural repairs or structural replacements to said Limited Common Element in accordance with Section 14.1 below and subject to the Rules

and Regulations of the Condominium. In the event of any inconsistency between this Declaration and the Floor Plans, the Floor Plans shall control.

8.2 Residential Common Elements. The Residential Common Elements (the "Residential Common Elements") are the Common Elements shared by and limited in use to the Residential Unit Owners only, except as otherwise provided herein, and service more than one of the Residential Units. The Residential Limited Common Elements include, without limitation, the following:

8.2.1 the residential lobby located on Floor 1 and all entrances to and exits providing access to and egress from the Building and which provide access and/or egress to the Residential Units, the mailboxes, the package room and the elevator access area to the Elevator in the lobby for the use of the Residential Unit Owners, their tenants and invitees;

8.2.2 the passenger elevators that service the Residential Unit Owners (each an "Elevator" and more than one, "Elevators"), in each instance including the elevator cab, the elevator shaft and the walls thereof, overruns, bulkheads, shafts, pits, tanks, pumps, motors, fans, compressors, control and other related equipment in connection therewith, to the extent the same exists therein, including, (a) the Elevator that provides service from Floor 1 to the cellar level for transporting refuse and materials; and (b) the two (2) Elevators that provides access for passengers from the residential lobby and service Floors Cellar to 18;

8.2.2.1 all exterior surfaces of windows and window frames located in the Residential Units;

8.2.2.2 the windows of the Residential Units and the interior portions of the window frames for such windows;

8.2.3 the Storage Room containing the Storage Spaces and the Bicycle Storage Room containing the Bicycle Spaces each located on the Cellar Floor ;

8.2.4 the Trash Compactor Room, the meter room and Resident Manager's Office, staff lavatory; and meter room all located on the Cellar Floor;

8.2.5 all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing hot water, including pumps, valves, pressure reducers, meters and water heaters which service the Residential Units, excluding, however, all such items located within a Residential Unit and servicing only one Residential Unit, which shall be the responsibility of such Unit Owner to maintain;

8.2.6 all central and appurtenant installations for services such as security system, telephone, television, cable, internet service, hot water and condensed water systems servicing the Units;

8.2.7 smoke detection alarm system, telephone system, excluding, however, all such items located within a Residential Unit and servicing only one Residential Unit, which shall be the responsibility of such Unit Owner to maintain;

8.2.8 Building storage rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting the Residential Units, excluding, however, all such facilities located within a Residential Unit or servicing only one Residential Unit, which shall be the responsibility of the respective Residential Unit Owner to maintain;

8.2.9 A resident lounge, a dining room and pantry, a game room and a children's playroom located on Floor 2 of the Building;

8.2.10 A fitness center, a spa and steam room, a screening room; a music room, a maker room and a pet spa located in the Cellar of the Building;

8.2.11 all mechanical equipment and mechanical equipment space located in the Building serving or benefiting more than one of the Residential Units;

8.2.12 all hallways and passages located in the Building, which are not otherwise located within a Unit which benefits more than one (1) of the Residential Units;

8.2.13 all security monitors and equipment and other security facilities serving or benefiting the Residential Units only;

8.2.14 all other systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which exclusively serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Units;

8.2.15 internet system and cable television system, excluding however, all such items located within a Residential Unit and servicing only a single Residential Unit which shall be the responsibility of such Residential Unit Owner to maintain; and

8.2.16 all other systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which exclusively serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Units and servicing only the Residential Units.

8.3 Commercial Common Elements. The Commercial Common Elements (the "Commercial Common Elements") are those Common Elements shared by and limited in use to the Commercial Unit Owners only, except as otherwise provided herein, and service more than one of the Commercial Units. The Commercial Common Elements include, without limitation, the following:

8.3.1 The door providing egress from the Commercial Units into the Common Elements of the Building from the cellar; and

8.3.2 The sign anchors for signs at the locations designated on Exhibit E to this Declaration.

8.4 Parking Common Elements The Parking Common Elements (the "Parking Common Elements") are those Common Elements shared by and limited for use by the Parking Unit Owners only, except as otherwise provided herein, and service more than one of the Parking Units. The Parking Common Elements include, without limitation, the following:

8.4.1 The driveway from West 88th Street, which provides access to the porte cochere and the handover cabin;

8.4.2 The handover cabin inclusive of all components thereof;

8.4.3 the equipment for the automated "smart" electronic system that lifts and conveys a Unit Owner's vehicle to a Parking Unit, and

8.4.4 the electronic vehicle chargers and the wiring and equipment required to operate the same. .

8.5 Unit Common Elements. The Limited Common Elements appurtenant to a single Residential Units (the "Unit Common Elements") and include the balconies (each, a "Balcony" and more than one, "Balconies"); the loggias (each, a "Loggia" and more than one, "Loggias"); and the terraces (each, a "Terrace" and more than one, "Terraces") one or more of which are adjacent to and appurtenant to Units 3B, 3C, 7B, 7C, 8A, 8C, 12A, 12B, PHE, PHD, PHC, PHB and PHA, as depicted on the Floor Plans.

8.5.1 all other systems, installations and facilities of the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which exclusively serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of a Residential Unit and servicing only one Residential Unit.

8.5.2 Certain portions of the Common Elements are limited and restricted in use to more than one of the Residential Units and are thereby identified as "Residential Limited Common Elements". The use of Residential Limited Common Elements by any Residential Unit Owner having exclusive use thereof is subject to access for the structural repairs or structural replacements to said Residential Limited Common Elements in accordance with Section 14.3 below and subject to the Rules and Regulations of the Condominium. In the event of any discrepancy between the Floor Plans and this Declaration, the Floor Plans shall control.

8.5.3 The cost of normal maintenance and repair of Unit Common Elements or Residential Limited Common Elements (*i.e.*, keeping surface areas clean and absent of cracks, breaks, or similar damage and replacing such surface areas when appropriate) will be borne by the Unit Owner(s) having the use thereof. The cost of repairing and/or replacing Limited Common Elements or Residential Limited Common Elements shall be shared in accordance with the Common Interest or the Residential Unit Owners affected, as applicable unless the need for repair or replacement was occasioned by the negligence of one (1) or more of the Unit Owners or his or her guest(s) or agent(s), in which case the cost shall be borne by the negligent Unit Owner(s). Structural repairs of the Unit Common Elements or Residential Limited Common Elements (other than structural repairs necessitated by the negligence of one (1) or more of the Unit Owners or his

or her guest(s) or agent(s), in which case the cost shall be borne by the negligent Unit Owner(s)), will be borne by the Unit Owners as a Common Expense or a Residential Common Expense, as may be applicable.

8.5.4 The Balconies, Loggias and Terraces shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers, to the extent contained therein, installed as part of the original construction of the Building.

8.6 The General Common Elements may be used by the Commercial Unit Owners as follows:

8.6.1 Subject to the provisions of subsection 7.3 hereof, the General Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which the same are reasonably suited.

8.6.2 The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through the same and no furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other part of the Common Elements without the prior consent of the Board of Managers. .

8.6.3 The Commercial Unit Owners shall not have any access to any floor above the ground floor except as necessary for the existence, maintenance, operation or safety of the Commercial Units, or to access the Commercial Limited Common Elements located on a portion of the roof or in the event of an emergency.

8.7 Limitations of the use of the Common Elements shall not apply to Declarant or its successor so long as there are any Unsold Units, provided, however, that no person shall use any such Common Elements in such a manner as will unreasonably interfere with the use of the other Units for the permitted purposes thereof.

ARTICLE 9

RESIDENTIAL UNITS

9.1 As more described in the By-Laws, except as otherwise expressly provided herein and in the By-Laws expressly provided, Residential Units may generally be used only for residential purposes and, subject to compliance with this Declaration and the By-Laws, for lawful home occupation as defined in the New York City zoning resolution, provided such use does not violate the then existing certificate of occupancy or the deed restrictions covering such Unit and complies with all applicable governmental regulations. Residential Units may be owned or leased by an individual, corporation, partnership limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Residential Units may only be occupied by (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership, which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company, which is a Unit Owner or permitted

lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Notwithstanding the foregoing, the Condominium Board may consent, in its sole and absolute discretion, to the occupancy of a Residential Unit by persons other than those set forth in the immediately preceding sentence. Subject to the foregoing, Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, entity, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether including but based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s) including, but not limited to services such as Air BnB or VRBO.

9.2 As more particularly set forth in the By-Laws, the Residential Units may be used only as residences and for permitted professional and ancillary business uses as permitted by law. No more than one (1) family may occupy a Residential Unit at any one time. "Members of his/her family" or words of similar import whenever used herein shall be deemed to mean spouse, domestic partner, parents, parents-in-law, brothers, sisters, children and grandchildren and nothing contained herein shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such family members or guests.

9.3 Any use of a Residential Unit must conform to the terms and conditions of the then existing certificate of occupancy for the Residential Units and applicable federal, state and local governmental and municipal regulations (including any zoning variance applicable to such Unit).

9.4 Subject to any easements (exclusive or otherwise) and/or rights of access provided in this Declaration with respect to the Common Elements, neither the Board nor any Unit Owner shall impede the exercise of or encroach upon the rights of the other Unit Owners or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

9.5 No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property, which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All portions of the Property shall be maintained in compliance with Applicable Laws at the sole expense of either the Unit Owners or

the Board, whichever shall have the obligation to Maintain or repair such portion of the Property pursuant to the By-Laws or this Declaration.

9.6 Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the permission of the Condominium Board, (a) grant permission for the use of any Unsold Unit (as such term is hereinafter defined) as a professional office or for any other purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Unsold Unit and the Residential Unit Owner or tenant of any such Unsold Unit, complies with all applicable governmental and municipal regulations; and (b) use any Unsold Units, as models and sales and/or promotion offices in connection with the sale or rental of any Unsold Unit, or for any other purpose, subject only to compliance with applicable governmental laws and regulations. "Unsold Unit" shall mean those Units not sold to a "Purchaser" pursuant to the Offering Plan of the Condominium (the "Offering Plan"), including any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or a successor owner of the Unsold Units or a transferee who has the written consent of the Declarant or a successor owner of Unsold Units (as applicable) at the time in question, or a Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more principals of Declarant is a member or a permitted transferee pursuant to Article 32 below. Anything contained herein to the contrary notwithstanding, if any of such Units are used for commercial office use, to the extent permitted by applicable law and regulation, as herein above provided, the same shall nevertheless be deemed the Units hereunder and shall be entitled and subject to all the rights and restrictions provided or imposed hereunder with respect to the Units.

9.7 The Balconies, the Loggias and the Terraces may be used by the respective Residential Unit Owner and the tenants and occupants of such Residential Units to which the Balconies, Loggias or Terraces are appurtenant. The Balconies, the Loggias and the Terraces: (a) may be used for passive recreational use only (*e.g.* walking, reading and quiet personal enjoyment), (b) may be used only as permitted by Applicable Law and, in no event for any commercial purpose, and (c) must be used in accordance with the Rules and Regulations. Smoking is not permitted on the Balconies, Loggias and Terraces.

9.8 In order to provide for congenial occupancy of the Property, the use of the Property shall be restricted so that no portion of a Residential Unit shall be leased or subleased (other than an entire Residential Unit which may leased subject to Article 9 of the By-laws) and no transient occupant, other than a guest permitted pursuant to this Article 8, shall be accommodated within any Residential Unit without the prior consent of the Condominium Board, which consent may be withheld in accordance with the absolute discretion of the Condominium Board.

9.9 The total annual Common Charges attributable to the Residential Units (the "Residential Common Charges") are calculated by adding the following: (i) the aggregate Common Charge Percentage attributable to all Residential Units of the total annual expenses shared by all Unit Owners in the Condominium, plus (ii) 100 percent of the Residential Limited Common Expenses. Each Residential Unit Owner shall pay its proportionate share of the Residential Common Charges based upon the respective Residential Common Interest appurtenant to each Residential Unit.

ARTICLE 10

PARKING UNITS

10.1 A Parking Unit must be always owned by an owner of a Residential Unit and a Parking Unit may be used only for accessory parking, as such term is defined in the Zoning Resolution by Owner of a Residential Unit or its tenant; provided, however, Unsold Parking Units may be used for any purpose permitted by Applicable Law, subject to the certificate of occupancy. Except with respect to Unsold Parking Units, Parking Units may be leased by the Unit Owners thereof to tenants of Residential Units only and for periods of thirty (30) days or longer, as provided in the By-Laws. Unsold Parking Units may be leased by Declarant or by a successor owner of Unsold Parking Units for any period on any terms determined by Declarant and for any use that is consistent with the existing certificate of occupancy then in effect for the Building.

10.2 Using "smart" technology, the handover cab, initially closed for safety reasons, will recognize the vehicle based on its license plate and grant it access to the handover cabin and then, where electronic system will lift the vehicle and place the same in one of the Parking Units located in the Garage, but not necessarily the Parking Unit belonging to such Parking Unit Owner. Each Parking Unit Deed contains reciprocal easements granting to all other Parking Unit Owners an irrevocable, non-exclusive easement for the use of the Parking Unit owned by such Parking Unit Owner, and likewise, each of the Parking Unit Owners will be the beneficiary of irrevocable, non-exclusive easements granted by all other Parking Unit Owners in the deeds for their respective Parking Units granting to all other Parking Unit Owners an irrevocable non-exclusive right to the use of their respective Parking Unit Garage (collectively, the "Reciprocal Parking Easements").

10.3 Parking Unit Owners always own a Residential Unit while they own a Parking Unit, provided, however, the foregoing restriction shall not apply: (i) to Declarant or its successor; or (ii) to the Board or its assignees. If at any time a Parking Unit Owner sells its Residential Unit and no longer owns any Residential Unit in the Building, it shall simultaneously convey its Parking Unit to another owner of a Residential Unit. The Board shall have the right to enforce the covenants set forth in this Declaration and the Parking Unit deeds that restrict the ownership of a Parking Unit to a Residential Unit Owner and may commence an action to obtain a declaratory judgment to compel any Parking Unit Owner who remains in title following the sale of their Residential Unit to convey the Parking Unit to the Board in exchange for payment of the then fair market value of such Parking Unit. If the Board is required to bring any such action the Board shall be entitled to recover all attorney fees and expenses incurred in connection therewith.

10.4 As required by Applicable Law, Parking Unit 5 has been designated as a parking space for a disabled person (the "Disabled Parking Unit"). A "Disabled Unit Owner" shall mean a Residential Unit Owner who has obtained (or has a family member who resides in such Residential Unit who has obtained) from the New York State City Department of Transportation, a parking permit or license plate confirming that the owner of such vehicle meets the requirements to be issued a parking permit for disabled persons in the City of New York (a "Disabled Parking Permit") for the vehicle to be parked in the Disabled Parking Unit (in each instance, a "Disabled Vehicle"). The restrictions that encumber the Disabled Parking Unit, run with the land, also appear in Section 6.18 of the By-laws and will be set forth in the Parking Unit Deed for the Disabled

Parking Unit. If the Disabled Parking Unit is owned by a Residential Unit Owner who does not have a Disabled Parking Permit, the Disabled Parking Unit is subject to the right of any present or future Residential Unit Owner who has or obtains a Disabled Parking Permit to demand, at any time, that the Disabled Parking Unit be acquired by such Disabled Residential Unit Owner in compliance with the requirements of Applicable Law. Notwithstanding the foregoing, since all the Parking Units have identical dimensions which are adequate to accommodate a vehicle that complies with the ADA requirements for use by disabled persons and all Parking Units are all accessible to disabled persons, the right to demand the Disabled Parking Unit shall be limited to those Residential Unit Owners who do not own a Parking Unit.

10.5 A Disabled Unit Owner who does not own a Parking Unit, may make a demand that the owner of the Disabled Parking Unit sell the Disabled Parking Unit to the Disabled Unit Owner for the then fair market value thereof. Any such demand shall be made in writing and delivered to the owner of the Disabled Parking Unit with a copy of the same sent simultaneously to the Condominium Board, in accordance with Article 5 of the By-laws, which demand shall include documentation that the Residential Unit Owner delivering such demand has been issued a Disabled Parking Permit and shall propose a price for the Disabled Parking Unit determined by the Disabled Unit Owner. The owner of the Disabled Parking Unit who is in receipt of the Disabled Parking Unit Demand must comply with said demand within thirty (30) days of such Unit Owner's receipt of the same. In the event the Disabled Parking Unit Owner fails to comply with the Disabled Parking Unit Demand or the parties cannot agree upon the then fair market value of the Disabled Parking Unit, within fifteen (15) days of the Unit Owner's receipt of the Disabled Parking Unit Demand, such dispute shall be resolved by expedited "baseball"-style arbitration as provided in Article 12 of the By-laws. All costs and expenses of either party and the Condominium Board incurred in connection with the conveyance of the Disabled Parking Unit to a Disabled Unit Owner demanding the same, including, but not limited, reasonable attorney's and arbitration costs, if applicable, shall be borne by the party who has served the Disabled Parking Unit Demand.

ARTICLE 11

COMMERCIAL UNITS

11.1 The Commercial Units may be used for any lawful purpose permitted by the New York City Zoning Resolution, including, without limitation, medical and/or dental offices, ambulatory health care facilities, banking, commercial office, municipal, school annex, and utility purposes. Notwithstanding the foregoing, certain uses are expressly prohibited, including without limitation the following: pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment, a pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment.

11.2 No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property, which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use

shall be made of the Property or any portion thereof. All portions of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) or Board(s shall have the obligation to Maintain or repair such portion of the Property pursuant to the Declaration, and the By-Laws.

11.3 No income derived from any use of any Commercial Unit will constitute income to the Condominium Board, the Residential Unit Owners or to any other Commercial Unit Owner.

11.4 The Commercial Unit Owners shall take all commercially reasonable measures, including, without limitation, the installation of sound-rated insulation, to ensure that no noise in excess of the decibel levels permitted by Applicable Law emanates from any portion of the Commercial Units.

11.5 The Commercial Unit Owners shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Condominium by any government authority or agency, by reason of the failure of the Commercial Unit Owners (or its tenant) to comply with the provisions of this Declaration or the By-Laws, and, at such Commercial Unit Owner's, sole cost and expense, such Commercial Unit Owner shall indemnify, defend, and hold the Board and the Condominium harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such Commercial Unit Owner's non-compliance, utilizing counsel reasonably satisfactory to the Board, if the Board so elects. The Commercial Unit Owners shall be liable to the Board for any costs, expenses, or disbursements, including reasonable attorneys' fees, of any action or proceedings commenced by the Board against any of the Commercial Unit Owners, predicated upon such Commercial Unit Owner's breach of this Article 11.

11.6 Except to the extent prohibited by law, any Commercial Unit Owner shall have the right, without the vote or consent of the Board, the Managing Agent or any other Unit Owner to: (a) mortgage or otherwise hypothecate its Unit: (b) decorate or make alterations, additions or improvements, in, to and upon its Commercial Unit (provided, however, that such Commercial Unit Owner, if other than Declarant or its successor-in-interest, must obtain the prior consent of the Board, which consent shall not be unreasonably withheld or delayed, to any alterations, additions or improvements to either Unit that would affect the structural, mechanical, electrical, plumbing or ventilation elements of the Building which service any of the other Units in the Building); (c) change the layout of, or number of rooms in its Commercial Unit, from time to time; (d) change the size of its Commercial Unit, by subdividing the same into any desired number of condominium units (or by combining any units resulting from each subdivision); (e) reapportion among the newly created condominium units resulting from any subdivisions (or combinations) the Common Interests and Common Charge Percentages appurtenant thereto, provided such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act and (f) sell or lease its Unit; provided, however, that (i) the Common Interest, Common Charge Percentage of any Unit owned by any other Commercial Unit Owner shall not be changed by reason thereof, unless the owner of such Unit shall consent thereto, and (ii) the Commercial Unit Owners shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall hold all other Unit Owners and the Condominium Board harmless from any liability arising from any such decoration, alteration, addition, improvement, change, designation or reapportionment. A Commercial Unit Owner by accepting a deed or otherwise

succeeding a Commercial Unit, shall be deemed to have irrevocably approved of the terms of this Section 11.6.

11.7 The Commercial Unit Owners, acting alone or in the aggregate, shall have the unilateral right with regard to the Commercial Unit(s), as applicable, to amend the Declaration to reflect changes as set forth above in Section 11.6, or to cause the Board to do so and any Commercial Unit Owner by accepting a deed or otherwise succeeding to title to its respective Units, shall be deemed to have irrevocably consented to any such amendments. If any Commercial Unit is hereafter combined or subdivided, the owner of each such Commercial Unit, resulting from such combination or subdivision shall have all the rights (without the consent of the Board or other Commercial Unit Owner(s), if any) set forth in Section 11.7 above, described as pertaining to the Commercial Unit Owner of such original Commercial Unit.

11.8 The Commercial Units shall include and the Commercial Unit Owners shall each be solely responsible for (a) the storefront inclusive of the building façade adjacent to the Commercial Units, from grade level to a point approximately [seventeen (17) feet] above the first floor slab; (b) the windows appurtenant to the Commercial Unit; and (c) the two (2) signage anchors.

11.9 No signs ("Signage") shall be erected on any part of the Property except in compliance with the provisions of this Article 11. The rights of a Commercial Unit Owner to erect Signs set forth herein shall be subject to the compliance with the conditions set forth in this Article 11 (collectively, the "Signage Conditions"). All Signs, whether exterior or interior, permitted to be installed by the Commercial Unit Owner herein shall be professionally prepared,. first-quality, neat, clean, safe and hazard-free condition professionally prepared and in a style that is commercially reasonable and commensurate with a mixed-use building containing luxury residential condominium units.. All such Signage shall be installed, erected, operated, Maintained and all repairs and alterations thereto shall be performed by the Commercial Unit Owner that has installed such Signage in compliance with the provisions of any easements and other agreements of record in connection with the erection and Maintenance of such Signs. Without limiting the generality of the foregoing, each Commercial Unit Owner (and/or its tenant) shall be solely responsible for its Signage meeting the requirements of Applicable Law, including, without limitation, the New York City Building Code and the Zoning Resolution and other business improvement district guidelines, and for their fitness and suitability for their intended use and purpose. Provided that a Commercial Unti Owner or its tenant complies all provisions contained in this Article 11, including, without limitation, the Signage Conditions, the Commercial Unit Owner(s) shall have the right and an easement to install identifying Signs on the exterior façade of the Building only in those areas identified in Exhibit E hereto.

11.10 If any use is to be made of the passenger elevator by the Commercial Unit Owner or its tenant, the Commercial Unit Owner shall be liable to pay to the Residential Board reasonable consideration for the use thereof.

11.11 Each Commercial Unit Owner shall have the right to enter into leases for all or any portion of its Commercial Unit (as the same may be modified, amended, supplemented or restated from time to time, such leases are hereinafter referred to as a "Commercial Lease"). Neither the

Condominium Board nor any Unit Owner will take, permit or suffer any actions with respect to any portion of the Property which the landlord under such lease cannot take under the terms of a Commercial Lease with respect to such portion of the Property. All Commercial Leases shall be subject and subordinate in all respects to this Declaration, the By-laws Condominium Documents and any Permitted Mortgage. All leases for the Commercial Unit shall refer to the restrictions contained in this Article 11.

11.12 A tenant under a Commercial Lease will have the rights such Commercial Unit Owner has pursuant to this Declaration which such Commercial Unit Owner has specifically granted to such tenant pursuant to its Commercial Lease, including, without limitation, (i) the rights to the use and possession of the applicable Commercial Unit, the Limited Common Elements and the General Common Elements and rights to access such Common Elements, (ii) the rights to repair the Commercial Unit and General Common Elements and Limited Common Elements, whether or not such portions of the Building or systems are utilized by other Unit Owners or the Condominium Board, and (iii) the right to install Signage on or about the Building including the exterior facade, to the extent that the Commercial Unit Owner have the right to install such Signage pursuant to the terms of this Declaration and the By-Laws and at all times in accordance with the tenant's rights under the Commercial Lease. To the extent provided under the terms of a Commercial Lease, a tenant under a Commercial Lease may exercise all rights available to it at law and in equity if the Condominium Board or a Unit Owner interferes with or otherwise fails to permit such tenant to exercise any rights granted to it under the terms of this Declaration or the By-Laws.

11.13 The Condominium Board, at the request of the Commercial Unit Owner, shall enter into a recognition agreement with any tenant with which Declarant or a Commercial Unit Owner has entered into a lease for all or any of the Commercial Unit so long as there is no uncurable material default under the tenant's lease and such other reasonable terms as the Condominium Board may request.

11.14 Notwithstanding anything to the contrary contained in this Declaration or the By-Laws, easements through and access to any Unit granted under the Declaration and By-Laws will be restricted to the extent that access to the Commercial Unit is restricted pursuant to its Commercial Lease.

11.15 In no event shall any Commercial Unit Owner, its tenants, invitees or guests have access to any portion of Floors 2 through 12 of the Building, including, without limitation, the roof of the Building, provided however, the foregoing restriction shall not apply to Declarant or a successor owner of the Unsold Units. .

ARTICLE 12

CHANGES IN THE RESIDENTIAL UNITS

12.1 Subject to this Declaration and the By-Laws, the Unit Owner(s) of one or more Residential Units (other than Unsold Residential Units) with the written consent of the Condominium Board, such consent may be granted or withheld in the reasonable discretion of the

Condominium Board the same rights as granted to the Declarant as to the Unsold Residential Units in Section 12.2 below, including, without limitation, the right to change, alter, combine, subdivide and/or otherwise reconfigure two (2) or more adjacent Units owned by such Unit Owner and in instances when a Residential Unit Owner owns all of the Residential Units having access to a Residential Limited Common Element (*e.g.* the elevator vestibule) incorporating within any reconfigured Residential Unit the use of any portion of such Residential Common Elements adjacent thereto (but only to the extent that such Common Elements are not required by Applicable Law to be Maintained as Common Elements based upon such alterations, in which event such consent may be granted or withheld in the sole discretion of the Condominium Board). In instances where a Residential Unit Owner combines two or more Residential Units, upon delivery to the Condominium Board of a written certification pursuant to the requirements of Section 12.3 below, the Condominium Board shall amend the Condominium Floor Plans and the Declaration to reflect the combination or subdivisions of the subject Residential Condominium Units, at the sole cost and expense of the requesting Unit Owner. Notwithstanding the foregoing, until such time when Declarant secures a Certificate of Occupancy for the Building, it shall be reasonable for the Condominium Board to restrict any such alterations of the Residential Units other than those Unsold Residential Units owned by Declarant.

12.2 Notwithstanding anything to the contrary in this Declaration and the By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with Applicable Law, Declarant and any other owner of an Unsold Residential Unit shall have the right, at any time and from time to time, without the vote or consent of the Board, any Unit Owner, Mortgage Representatives, if any, or other Person, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Residential Unit and/or the Common Elements; (ii) change, from time to time, the use or the layout of, or number of rooms in, any Unsold Units and/or the Common Elements; (iii) change the size and/or number of Unsold Residential Units and/or the Common Elements by subdividing one or more such Residential Units into two or more separate Residential Units, combining separate Unsold Residential Units (including those resulting from a subdivision or combination or otherwise) into one or more Residential Units, converting an Unsold Residential Unit or any portion thereof to a Common Element, altering any boundary walls between any Unsold Residential Units, and/or incorporating within any Unsold Residential Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required by Applicable Law to be Maintained as Common Elements based upon such alterations); (iv) whether in respect of subdivisions or combinations of the Unsold Residential Units or otherwise, designate all or any part of an Unsold Unit or a Common Element as part of a newly created or expanded Unsold Residential Unit or Common Element; (v) if appropriate, reapportion among the Unsold Residential Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any the Common Interest appurtenant to any Residential Unit shall be made without obtaining the prior consent of all Residential Unit Owners affected by such change; (vi) change the permitted use of some or all of the Unsold Residential Units; and (vii) amend (and/or cause the Board to amend) the Declaration, By-Laws and/or the Floor Plans, and to execute and file any other documentation, to reflect any of the foregoing provided, however, that: (a) such changes are in compliance with Section 339 of the New York Condominium Act; (b) the Common Interest of any other Units (other than the Unsold Residential

Units (or other Units owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (c) Declarant or such other owner of an Unsold Residential Unit, as the case may be, shall comply with Applicable Laws and shall be deemed to have agreed to defend and hold the Board and all other Unit Owners harmless from any liability arising therefrom. Declarant or such other owner of an Unsold Residential Unit shall have the right, without the consent of the Condominium Board, any Unit Owner or other Person to amend (and/or cause the Board to amend) the Declaration, the By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

12.3 Notwithstanding the other provisions of this Article 12, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Board a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act, i.e. such reapportionment will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to herein shall be delivered: (a) in the case of any Unsold Residential Unit(s), at the election of Declarant, by Declarant, the managing agent of the Condominium or any other Person reasonably acceptable to the Board; and (b) in the case of any other Unit(s) by a license real estate broker or the managing agent of the Condominium who is reasonably acceptable to the Condominium Board.

12.4 Subject to the immediately succeeding sentence, the provisions of Sections 12.2 and 12.3 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Declarant or any successor owner of an Unsold Residential Unit. Wherever the consent, approval or satisfaction of Declarant (as the owner of any Unsold Residential Unit(s)) or the owner of any Unsold Residential Unit(s) is required under this Declaration or the By-Laws, such consent, approval or satisfaction of such party shall not be required when such party no longer owns any Unsold Residential Units.

ARTICLE 13

CHANGES IN THE COMMERCIAL UNITS

13.1 Except to the extent prohibited by Law, Declarant and the Commercial Unit Owners shall have the right to: (1) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Commercial Common Elements appurtenant to the Commercial Unit; (2) change the layout or number of rooms in any Commercial Unit from time to time; (3) change any Commercial Unit, by subdividing the same, into any desired number of Commercial Unit(s), or combining any of the Commercial Units or combining any Units resulting from any subdivision, altering the boundary walls between portions of a Commercial Unit, or otherwise; (4) designate all or part of a Commercial Unit as a newly created Commercial Unit or Commercial Common Element; and (5) reapportion among the newly created Commercial Unit(s) resulting from any subdivision,

combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, and provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Commercial Unit(s) than was assigned for an original Commercial Unit; provided, however, that any Commercial Unit Owner subdividing or combining any Commercial Unit shall comply with Applicable Laws, ordinances and regulations of all governmental authorities having jurisdiction and in connection therewith shall be deemed to have agreed to hold the Board and all other Unit Owners harmless from any liability arising therefrom.

13.2 The owner of any Commercial Unit shall have the right to create additional Commercial Unit(s) consisting of portions of its Commercial Unit, each of which may have the rights and easements of any such Commercial Unit being subdivided. If such additional Commercial Units are created, the percentage interest in the Common Elements allocated to such Commercial Unit, together with all such additional Commercial Units, and the percentage interests of all other Units, will remain unchanged. Any obligations and rights of the landlord under any such lease or any other similar lease hereafter entered into by such Commercial Unit Owner(s) shall be the obligations and rights, respectively, solely of such Commercial Unit Owner(s) and not of the Condominium or any other Unit Owner.

13.3 Any Commercial Unit Owner shall have the right as to its Unit to amend the Declaration to reflect changes as set forth above in Section 13.2, or to cause the Board to do so. If the Commercial Unit is subdivided or combined (or if any units resulting from such combination or subdivision are thereafter subdivided or combined), the owner of each Unit resulting from a subdivision or combination will have all of the rights (without the consent of the Board or other Unit Owners) set forth above in Section 13.2, described as pertaining to the Unit Owner of the original Commercial Unit in question.

ARTICLE 14

CHANGES IN THE CONDOMINIUM

14.1 Except as prohibited by law, Declarant or its successor shall have the right, without the vote or consent of the Condominium Board, other Unit Owners or the Permitted Mortgagees and/or Mortgage Representatives, if any, to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior; (b) change the layout of, or number of rooms in, any portion of the Unsold Units from time to time; (c) change the size and/or number of Unsold Units by subdividing one (1) or more Unsold Units into two (2) or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one (1) or more Units, altering the boundary walls between any Unsold Units, or otherwise; and/or (d) if appropriate, reapportion among the Unsold Units affected by such change in size or number pursuant to the preceding clause, the (i) Common Interest, (ii) Common Charge Percentage, and/or (iii) Residential Common Interest appurtenant thereto; provided, however, that such percentages for any other Units (other than Unsold Units) shall not be changed by reason thereof unless the Unit Owners of such Units shall consent thereto and, provided further, that

Declarant or its successor shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Condominium Board, and all other Unit Owners harmless from any liability arising therefrom.

14.2 Except for the right of Declarant to certain changes in Unsold Residential Units and the rights of Declarant and/or the Commercial Unit Owner(s) to make changes in the Commercial Units, as set forth in Sections 12.2 and 13.2, respectively, once this Declaration is filed and recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of a Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, nor may the Common Interest, Common Charge Percentage, Residential Common Interest, Parking Common Interest and/or Commercial Common Interest appurtenant to any Unit or the amount or quality of the Common Elements, be changed, unless the Declaration is amended with the consent of all affected Unit Owners. Declarant or its successor shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, including filing an amendment to the Declaration, as amended, and shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom.

14.3 Declarant reserves the right to reconfigure, change, combine, and/or modify the Garage and the number and size of the Parking Units by, among other things, reconfiguring the Garage and, in connection therewith, re-designating in an amendment to the Declaration a portion of any Residential Common Element (other than such Residential Common Elements that are a part of the amenities described herein or are used for ingress or egress to the Building or otherwise similarly used for Building operations), as part of the Garage. Declarant expressly reserves the right to effect such changes and to amend the Plan (as defined in the By-Laws) to reflect the same. Declarant will obtain necessary permits and approvals required by the New York City Department of Buildings in connection with the foregoing work.

14.4 Declarant reserves the right to reconfigure, change, combine, relocate and/or modify the Storage Room and/or the Bicycle Room, including, the number and size of the Storage Spaces and/or Bicycle Spaces, as applicable, by, among other things, reconfiguring the Storage Room and/or the Bicycle Room and, in connection therewith, re-designating in an amendment to the Declaration a portion of the Residential Common Element space located herein or other Residential Common Elements Space (other than such Residential Common Element spaces which are a part of the Amenities, used for ingress or egress to the Building or otherwise similarly used at the time for Building operations), as part of a Storage Space. Declarant expressly reserves the right to effect such changes and to amend the Plan so as to reflect the same. Declarant will obtain necessary permits and approvals required by the New York City Department of Buildings in connection with the foregoing work.

14.5 The provisions of this Article 14 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its successor. In addition to the restrictions set forth above in this Article 14, no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the Common Interest of the respective Units, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the respective Units, the

availability of Common Elements for exclusive or shared use and the overall dimensions of the respective Units. The certification referred to in the preceding sentence shall be delivered (a) in the case of any Unsold Unit, at Declarant's election, by Declarant or the managing agent of the Condominium, and (b) in the case of any Unit, by either the managing agent of the Condominium or a licensed real estate broker or managing agent reasonably acceptable to the Condominium Board.

14.6 Any Unit Owner who shall make any changes to his Unit in accordance with this Article 14 shall be solely responsible for all costs and expenses, including professional fees and expenses incurred by such Unit Owner and/or the Condominium Board in connection therewith.

ARTICLE 15

CONDOMINIUM GOVERNANCE

15.1 The affairs of the Condominium shall be governed and controlled by a Condominium Board, as described in the By-Laws. The affairs of the Residential Section shall be governed and controlled by the Residential Members. When in this Declaration or in the By-Laws an action is to be undertaken, or is authorized to be done by the Condominium, it shall mean the Condominium acting through its Condominium Board, unless the text clearly requires another interpretation (*i.e.*, through a vote of the Unit Owners). When the Condominium Board is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium.

15.2 Notwithstanding anything to the contrary in the Condominium Documents, and to the extent permitted under applicable Law, it is the intention of the Condominium Documents that for so long as one party owns all the Units in the Condominium (either beneficially or in fee), or owns some of the Units in the Condominium (either beneficially or in fee) and controls the Owner of the remaining Unit(s) in the Condominium, such party shall operate the Property as if the Property were not subject to a condominium regime. During the period these circumstances apply, it is the intention of the Condominium Documents that such party shall be deemed to be the Condominium Board for purposes of operating the Condominium to the extent and whenever applicable Law requires that there be a Condominium Board established to operate the Condominium, but that formal procedures for meetings and decision-making by and among Unit Owners and Board Members set forth in the By-Laws shall not be required. Notwithstanding the foregoing, each Unit is and shall remain a separate Unit for its own operational purposes, and each Unit Owner shall have all the economic and other rights and burdens of real property with respect to each Unit it owns. As such, a Unit Owner may and shall maintain separate accounting records, including, without limitation, separate profit and loss statements, for each Unit it owns.

15.3 No individual Residential Unit Owner may directly commence a lawsuit against any Commercial Unit Owner for any violation of the Declaration or the By-Laws; instead the Board may elect to bring such suit or claim on behalf of such Residential Unit Owner.

ARTICLE 16

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated as agent of the Board of Managers upon whom process against it may be served, and the post office address to which the Secretary of State shall mail a copy of any process against it shall be: c/o 200 West 88th Street Condominium, 200 West 88th Street, New York, New York 10027. As required by law, the Board of Managers shall notify the Secretary of State of any change in the managing agent or person authorized to receive a copy of any process served against the Secretary of State.

ARTICLE 17

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The percentage interest of each Unit in the General Common Elements (the "Common Interest") has been determined upon the floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit or, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, and the Balconies, Loggias and Terraces appurtenant to a Unit[1]. In addition, each of the Residential Units, each Parking Unit and each Commercial Unit will be assigned an appurtenant interest in the Residential Common Elements (the "Residential Common Interest"), [2] the Parking Common Element (the "Parking Common Interest") and the Commercial Common Elements (the "Commercial Common Interest",) respectively. Notwithstanding the foregoing, the Unit Owners will be responsible for the payment of Common Charges and Residential Common Charges in accordance with the provisions of Article 25 hereof.

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1 The Common Interest for the Commercial Unit will be based upon the square footage included on the first level of the Commercial Unit as a percentage of the total square footage of the Commercial Unit and the Residential Units together with all interior Residential Limited Common Elements, subject to receipt of approvals from government agencies; and the balance of the Common Interest will be apportioned among the Residential Units based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, the Balconies, the Loggias and/or the Terraces appurtenant to a Unit.

2 Based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, the Balconies, the Loggias and/or the Terraces appurtenant to a Unit.

ARTICLE 18

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit, or upon any other Common Element, (b) any Unit encroaches upon any other Unit, or upon any portion of the Common Elements, or (c) any encroachment shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration or repair to the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board or made by Declarant or its successor in accordance with this Declaration or the By-Laws, or (iii) any repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element or after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 19

ACCESS TO COMMON ELEMENT

19.1 Each Unit Owner shall have an easement in common with all other Unit Owners to use, Maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serves his or her Unit including an easement to connect to existing utilities including, but not limited to utilities for gas, electricity, steam and ventilation. Each Unit shall be subject to an easement in favor of all Unit Owners to use, Maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. In addition, the Condominium Board or its agents, to the extent the Board are permitted to act by the By-Laws for such purposes, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to Maintain, repair or replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article 15 shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of a Commercial Unit or with the use of the Residential Units for their permitted purposes. Such entries shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an Emergency.

19.2 The Declarant or any of its affiliates or successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the property for ingress to and egress from all land areas of the Property and the use thereof (in common with Unit Owners) for construction or renovation of the Building, or any part thereof, the inspection, Maintenance and performance of alterations, replacements, and repairs in or about Units owned by the Declarant or a successor owner of the Unsold Units and for any other lawful purpose provided (i) Declarant or such other party repairs any resulting damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry, (ii) Declarant or such other party provides reasonable prior notice to the owners of the Unit to which access is required or the Board in the case of the Common Elements, and (iii) the work will not unreasonably interfere with the other Units.

ARTICLE 20
EASEMENTS

20.1 Subject to the terms of this Declaration, the By-Laws and the Residential Rules and Regulations, if applicable, Sponsor, the Unit Owners, the Managing Agent, the Condominium Board and/or the Residential Board, if applicable, and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Common Elements and the Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which the same are intended and without encroaching upon the rights of other Persons to do so. Without limiting the generality of all other easements and rights granted herein, Sponsor, the Condominium Board or the Residential Board, all Units Owners, and each of their respective Permitted Users, shall have an easement in, through and upon the Private Elevator Lobbies located in Residential Units designated as Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE in the case of fire alarm activation.

20.2 Each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the Common Elements, except for those Limited Common Elements, Residential Limited Common Elements and Unit Common Elements that are designated for the exclusive use of certain Unit Owners or a combination of Unit Owners, or their tenants or occupants as set forth herein. In addition, all Units and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

20.3 Each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all facilities and all other Common Elements, located in any of the other Units, except the Commercial Unit, or elsewhere on the Property, which serve its Unit. Each Unit shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace the facilities and all other Common Elements located in such Unit or elsewhere on the Property which serve other Units, provided such right shall be exercised by the Condominium Board in connection with any easement right affecting the Commercial Unit or Commercial Unit Owner. The Condominium Board shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements (inclusive of the Residential Limited Common Elements and the Limited Common Elements) contained therein or elsewhere in the Property, provided such right of access shall be exercised in such a manner as (x) will not unreasonably interfere with the use of the Units for the permitted purposes thereof, and (y) with respect to the Commercial Unit, will not disrupt or materially interfere with the business of the Commercial Unit or its tenant(s) and, to the extent possible and permitted by Applicable Law, be performed after the Commercial Unit Owner's or its tenant's business hours, except in an emergency. Such entry shall be permitted on not less than one (1) days' notice, provided however, no notice shall be required in the event of an "emergency" (meaning a condition requiring repairs or replacements immediately (a) necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or (b) required to avoid the suspension of any necessary service in the Building). Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

20.4 If there is more than one Commercial Unit, each Commercial Unit Owner shall have, in common with all other Commercial Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate, Maintain, repair, alter, rebuild, restore and replace the Commercial Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to Maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of any Commercial Unit; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Commercial Unit or Residential Units for their permitted purposes. Such entry shall be permitted on not less than one days' notice, except that no notice will be necessary in the case of an Emergency.

20.5 Declarant or its successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one (1) or more Signs on the Property for the purposes of advertising the availability for sale or lease of any Unsold Unit or the availability for lease of any Residential Unit. Notwithstanding the foregoing, in the event that Declarant no longer owns any one or more of the Commercial Units, Declarant shall not install any Signs on that portion of the façade of the Building reserved and designated herein for the exclusive use of the Commercial Unit Owners and/or the tenant of the Commercial Units and provided further, no such Signs shall interfere with the visibility of the Commercial Unit or any Signs installed by the Commercial Unit Owner and/or the tenant of the Commercial Unit, as permitted in this Declaration.

20.6 The Commercial Unit Owners and Declarant and/or their respective o successors and assigns shall, to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property (other than on the exterior walls of the Building surrounding Units not owned by the party erecting the sign), subject to the terms of Article 31 hereof, for the purposes of advertising the sale or lease of any Unsold Unit or the operation of any business of a tenant or occupancy of all or any portion of the Commercial Unit(s).

20.7 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Commercial Section, as the case may be, and for the use of any Common Element, to the extent necessitated by an Emergency including but not limited to an easement by a Commercial Unit Owner(s) for access and/or egress through and over the fire stairs in the Building. The Residential Section and the Commercial Section shall be subject to such easement.

20.8 Each Residential Unit Owner shall have, in common with all other Residential Unit Owners, and each Unit shall be subject to, an easement (a) to install, utilize, operate, Maintain, repair, alter, rebuild, restore and replace the Residential Common Elements or Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property and (b) to Maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units, the Residential Common Elements; or the Residential Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal

conduct of business of the tenants and occupants of the Commercial Section or with the use of the Residential Units for their permitted purposes and provided, further, that the Commercial Unit' easement to penetrate below the floor for pipes, ducts and similar installations is limited to the area which is not shaded on the floor plan for the Commercial Unit as set forth in the Plan. Such entry shall be permitted on not less than one days' notice, except that no notice will be necessary in the case of an Emergency. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry.

20.9 Declarant for so long as it shall own any Unsold Residential Unit, the Commercial Unit Owner with respect to the Commercial Unit, and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, ventilation, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Declarant, the Commercial Unit Owner or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and Maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, or to complete the Building pursuant to the Plan, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business carried on within the Commercial Unit or with the use of the Residential Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to each Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business carried on within the Commercial Unit or with the use of the Residential Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-Laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

20.10 Declarant shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate, Maintain, repair, alter, rebuild, restore and replace (i) satellite dishes and similar equipment on the roof of the Building and the conduit and other Facilities relating thereto, other than those portions of the roof which constitute Residential Common Elements or Residential Limited Common Elements, and (ii) ventilation shafts from the Commercial Unit on the exterior of the Buildings, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easement shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an Emergency.

20.11 In addition to the foregoing, the following easements shall remain in effect as long as the Building remains a Condominium:

20.11.1 The Condominium Board shall have an easement through the ceiling of the Commercial Unit for HVAC ducts and conduits, pipes and riser control valves; the pipes to the bathrooms and kitchens; and electrical wiring.

20.11.2 The Condominium Board, as agent for the Residential Unit Owners, in the aggregate, shall have an easement through the Commercial Unit for: water and sewer lines, vents and drains; fire sprinklers; electrical lines from the switchgear; telephone and electrical lines; HVAC ducts, conditioned water and distribution pipes; natural gas pipes; drain lines and electrical service.

20.12 Declarant and its contractors, employees and agents for so long as Declarant shall own any Unsold Residential Unit, shall have an easement for ingress and egress through all the Common Elements to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Residential Units.

20.13 All easements and rights of access described in this Article shall be exercised by the party or parties entitled to exercise such easements or rights of access (the "Exercising Party") in such manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of the Units for their permitted purposes, and each Unit Owner whose Unit is subject to the easements and rights of access described in this Article shall be reimbursed for reasonable actual out-of-pocket costs to repair damage (but not consequential damage) incurred by said Unit Owner (the "Impacted Owner") to repair the Impacted Owner's Unit and any additional security measures incurred by the Impacted Owner as a result of the exercise of the easement and right of access hereunder (the "Access Costs"). All entries made pursuant to the easements granted in this Article shall be permitted on reasonable notice, but in no less event than five (5) business days' notice to the Unit Owner, except that no notice will be necessary in the case of an Emergency, in which event, the Exercising Party shall give such notice (which may be verbal) as is practicable given the nature of the Emergency. The Exercising Party shall reimburse the Impacted Owner within thirty (30) days of demand therefor, for the Impacted Owner's Access Costs, which demand shall be accompanied by reasonable evidence of such Access Costs. In the event the Exercising Party fails to pay the Access Costs within said thirty (30) day period, the Impacted Owner shall be entitled to interest on the Access Costs at the Default Rate, together with all rights at equity and at law. To the extent the Condominium Board is responsible for any costs and expenses, including, without limitation, under this Article, such costs shall be allocated to the Unit Owners as Common Expenses. Notwithstanding the foregoing, if the exercise of the easements and rights of access described in this Section is required in order to remove or cure a violation or to cure a default hereunder or under the Declaration caused by the Impacted Owner or any rules and regulations adopted by the Condominium Board, or for the purpose of correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements, such Unit Owner shall be responsible for all costs and expenses in connection with such exercise and access and any work performed in connection therewith, all of which shall be Unit Owner Expenses and the Unit Owner shall not be entitled to reimbursement for Access Costs. Any dispute by and among any Unit Owners and/or the Condominium Board as to the nature, scope or interpretation of the costs contained in this Article shall be resolved by Arbitration.

20.14 Declarant and its designee(s) shall have the right, until the tenth (10th) anniversary of the First Closing (or until such time when no Unsold Residential Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions in connection with the sale and leasing of Unsold Residential Units.

20.15 Until such time when no Unsold Residential Units are remaining in the Condominium, Declarant and/or its successors shall have an easement: (i) to erect, use, lease, license, Maintain, repair, replace and operate a structure, platform or other installation for any purpose permitted by Legal Requirements, including without limitation, for the purpose of erecting, using, leasing, licensing, Maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment, on any part of the roof of the Building that was not expressly designated under the Plan (and actually used) for the exclusive or common use of one or more Residential Unit Owners, or for the location of any other Building equipment; and (ii) to erect, use, lease, Maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that was not expressly designated under the Plan (and actually used) for the exclusive or common use of one or more Residential Unit Owners, or for the location of any other Building equipment, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Board or any other Unit Owners; provided, however, that Declarant (or a successor owner of the Unsold Units) shall give prior notice to the Board of the type and location of any such equipment before installation. Any obligations of Declarant and/or a successor owner of the Unsold Units pursuant to any lease, license or other right of use granted by Declarant and/or a successor owner of the Unsold Units with respect to the roof or the aforesaid mechanical equipment room shall be the obligation solely of the owner of Declarant and/or a successor owner of the Unsold Units and not of the Condominium and any rights of Declarant and/or a successor owner of the Unsold Units, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Declarant and/or a successor owner of the Unsold Units and not of the Condominium. In connection with such easements and related rights, Declarant and/or a successor owner of the Unsold Units (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or useful for such erection, use, lease, Maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The word "equipment" as used in this Section 20.14 shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits, as well as any other ancillary equipment, based upon all current and future technologies.

ARTICLE 21

POWERS OF ATTORNEY TO THE CONDOMINIUM BOARD

The Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine), (a) to acquire or lease any Unit, together with

its Appurtenant Interests (as hereinafter defined), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or a successor owner of the Unsold Units, corporate or otherwise, on behalf of all Unit Owners; (b) to convey, sell, lease, mortgage or otherwise deal with (but not to vote the interest appurtenant to) any such Unit so acquired or leased; (c) to execute, acknowledge and deliver and record in the City Register's Office and elsewhere, if required by law, regulation or administrative practice, such instruments and documents including, without limitation (i) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium, or the Common Elements, which the Condominium Board deems necessary or appropriate; and (d) to initiate, prosecute and settle matters related to real estate taxes on behalf of all Unit Owners, including, without limitation, the right to commence tax certiorari proceedings with the New York City Department of Finance.

ARTICLE 22

ACQUISITIONS OF UNITS BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders his Unit together with (i) Common Interest, Residential Common Interest appurtenant thereto, (ii) with respect to any Unit, the interest in any Limited Common Element appurtenant thereto, (iii) the interest of such Unit Owner in any other Units, if applicable, theretofore acquired by the Condominium Board, or a successor owner of the Unsold Units, corporate or otherwise, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iv) the interest of such Unit Owner in any other assets of the Condominium (such interests in (i) through (iv) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the New York Condominium Act; or (b) the Condominium Board acquires or leases a Unit, together with its Appurtenant Interests, or purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Condominium Board, or a successor owner of the Unsold Units, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease or sublease covering any Unit leased or subleased by the Condominium Board or a successor owner of the Unsold Units shall be held by the Condominium Board, or a successor owner of the Unsold Units, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 23

COVENANTS RUNNING WITH THE LAND

23.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations (true copies of which are annexed as an exhibit to the By-Laws and made a part hereof), including, without limitation, the provisions of this Article 23 shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

23.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

23.3 Subject to Section 23.2, of this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property, and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 24

AMENDMENTS OF DECLARATION

24.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any successor owner of any Unsold Units, except as hereinafter set forth, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66-2/3 percent in number and in Common Interest of the Unit Owners taken in accordance with the provisions of the By-Laws. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting (a) Declarant or any successor owner of any Unsold Units; (b) the Commercial Unit Owners, no amendment, modification, addition or deletion pursuant to the preceding sentence which has an adverse effect on the rights and benefits, or obligations or liabilities of the Commercial Unit Owners (other than to a *de minimus* extent) shall be effective without the written consent of the Commercial Unit Owners, (c) the Parking Unit Owners, no amendment, modification, addition, or deletion pursuant to the preceding sentence, which has an adverse effect on the rights and benefits or obligations or liabilities of the Parking Unit Owners (other than to a *de minimus* extent) shall be effective without the consent of no less than 66-2/3 percent in number and in Parking Common Interest of the Parking Units; and (d) the Residential Unit Owners, no amendment, modification, addition or deletion pursuant to the preceding sentence

which has an adverse effect on the rights and benefits, or obligations or liabilities of the Residential Unit Owners (other than to a *de minimus* extent) shall be effective without the consent of no less than 66-2/3 percent in number and in Residential Common Interest of the Residential Units; and (d) except as would be contrary to the provisions of the New York Real Property Law, no amendment, modification, addition or deletion that would have a material and adverse effect on the rights and remedies of holders of Permitted Mortgages (to more than a *de minimus* extent) shall be effective *without* the written approval (or the deemed approval, as provided in Section 14.3 of the By-Laws) of the holders of 51 percent of the Permitted Mortgages outstanding, or the Mortgage Representatives, if any. No such amendment, modification, addition or deletion shall be effective until recorded in the City Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any successor owner of any Unsold Units or the Commercial Unit Owners, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact for all of the Unit Owners, coupled with an interest, which the Condominium Board is hereby authorized by the Unit Owners so to act as their attorney-in-fact. Subject to the rights of Declarant or its successor pursuant to Articles 6 of this Declaration, Article 6 of this Declaration may not be amended, modified, added to or deleted unless 100 percent in number and in Common Interest of all Unit Owner(s) affected thereby approve such amendment, modification, addition or deletion in the manner set forth above (in addition to the consent, if required, of the majority of the holders of Permitted Mortgages or the Mortgage Representatives, if any, as set forth above). Subject to the rights of the Commercial Unit Owners pursuant to Article 11 of this Declaration, Article 11 of this Declaration may not be amended, modified, added to or deleted unless the Commercial Unit Owners approves such amendment, modification, addition or deletion in the manner set forth above, in addition to the consent, if required, of the holders of 51 percent of the holders of Permitted Mortgages or Mortgage Representatives, if any, provided however, notwithstanding anything to the contrary set forth or otherwise implied herein, the Commercial Unit Owners may not unilaterally amend the use restrictions set forth in Article 11 of this Declaration. Article 24 of this Declaration may not be amended, modified, added to or deleted without the consent of the holders of 51 percent of the holders of Permitted Mortgages or the majority of the Mortgage Representatives.

24.2 If any changes are made by the Declarant to the Property, the Condominium, any Units, Balconies, Loggias, Terraces or the Common Elements in accordance with Article 8 hereof, then Declarant or its successor or the subsequent owner of the Unsold Unit affected thereby shall have the right to execute, or (on its request) to require any other Unit Owner or the Condominium Board to execute, and record in the City Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as Declarant or its successor deems appropriate to effectuate the same) reflecting such changes.

24.3 Notwithstanding anything contained in this Declaration to the contrary, no change in the Common Interest or the Common Charge Percentage of any Unit Owner set forth on Exhibit B, shall be made or effective without the consent of the Unit Owners that own units as to which the Common Interest or Common Charge Percentage would be affected thereby.

24.4 Declarant, for so long as Declarant owns at least one Residential Unit shall have the right, without a vote of the Unit Owners, to amend this Declaration so as to correct manifest errors.

24.5 The provisions of Sections 24.1 and 24.2 may not be modified, amended, added to or deleted, in whole or in part, without the consent of (i) Declarant or a successor owner of the Unsold Units, (ii) the Commercial Unit Owners, if the same relates to or materially adversely affects the Commercial Unit and/or the Commercial Unit Owners, (iii) 66-2/3 percent of the Parking Unit Owners, if the same relates to or material adversely affects the Parking Units and/or the Parking Unit Owners; or (iii) the Residential Board, if the same relates to or materially adversely affects the Residential Units and/or the Residential Unit Owners.

ARTICLE 25

ALLOCATION OF COMMON CHARGES

25.1 In accordance with Section 339-m of the New York Real Property Law, the liability of (a) the Residential Unit Owners for the payment of General Common Expenses shall be based upon the Common Interest/Common Charges Percentages appurtenant to each of the Residential Units, which in the aggregate, shall equal 96.5193 percent, (b) the Parking Unit Owners for the payment of: (x) General Common Expenses which shall be based upon the Common Interest/Common Charge Percentage appurtenant to each of the Parking Units, which in the aggregate, shall be 0.9523 percent and (y) the Parking Common Expenses in an amount equal to the Parking Common Interest appurtenant to each of the Parking Units; and (c) the Commercial Unit Owners, in the aggregate, shall be limited to the payment of General Common Expenses in a portion thereof equal to the Common Interest/Common Charge Percentage appurtenant to the Commercial Units, which in the aggregate shall be 2.6850 percent. The Residential Common Interests and the Parking Common Interests shall be determined Section 339-i(iv), *i.e.* based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use and the overall dimensions of any individual Unit.

25.2 The General Common Expenses for the Condominium that will be payable by the Parking Unit Owners shall be equal to the aggregate Common Interest assigned to the Parking Units, i.e. .9523% of the following expenses: (a) insurance premiums, management fees, professional expenses (e.g. legal, audit and professional fees), and certain Maintenance Costs, and (i.e. , income taxes, and contingency; (b) certain repairs & maintenance costs which include: Fire and Safety Equipment, Pumps, Motors, and Fans, Plumbing Repairs and Maintenance, and Electrical Repairs and Maintenance ;other Repairs & Maintenances and (ii) certain Service and Supply costs, including: Alarm Maintenance; Compactor Maintenance, Landscaping Contract, Snow Removal, Cleaning Supplies, Electrical Supplies, Hardware Supplies, and (c) a portion of the Resident Manager's salary and one Porter's salary to cover base building maintenance and staff supervision, which amount shall be 2.0% of the total Resident Manager cost (wages & taxes) and 1.0% of the total of one (1) Porter. In addition, the Parking Unit Owners in the aggregate shall be responsible for 100 percent of the Parking Common Expenses which include the maintenance and repairs of the Self-Parking Equipment.

25.3 The General Common Expenses of the Condominium that will be payable by the Commercial Unit Owners, shall be equal to the aggregate Common Interest assigned to the Commercial Units, *i.e* 2.6859% as follows: (a) 2.6859% of insurance premiums, management fees, professional expenses (e.g. legal, audit and professional fees), income taxes, natural gas costs and contingency: (b) 2.6859% of certain (i) Repairs & Maintenance costs which include: Fire and Safety Equipment, Pumps, Motors, and Fans, Plumbing Repairs and Maintenance, and Electrical Repairs and Maintenance ;other Repairs & Maintenances and (ii) certain Service and Supply costs, including: Alarm Maintenance; Compactor Maintenance, Landscaping Contract, Snow Removal, Cleaning Supplies, Electrical Supplies, Hardware Supplies, and (c) a portion of the Resident Manager's salary and one Porter's salary to cover base building maintenance and staff supervision, which amount shall be 5.0% of the total Resident Manager cost (wages & taxes) and 2.0% of the total of one (1) porter.

25.4 Notwithstanding anything to the contrary, Commercial Unit Owners and any Residential Unit Owner shall be responsible for any cost incurred by the Condominium arising from the negligence or willful acts of such Unit Owner. In no event shall the Commercial Unit Owners be liable for any amounts due with respect to the Residential Common Expenses (as such term is defined in the By-Laws). The Residential Unit Owners shall each be responsible for the payment of (x) General Common Charges in accordance with the Common Interest appurtenant to each of the respective Residential Units; and (y) Residential Common Charges in accordance with the respective Residential Common Interest appurtenant to each of the Residential Units

ARTICLE 26

TERMINATION OF CONDOMINIUM

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in Section 6.3.2 of the By-Laws or (b) such time as a voluntary withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80 percent in number and in Common Interest of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of not less than 51 percent of the Permitted Mortgages so long Permitted Mortgagees hold mortgages secured by no less than 40 percent of the Units. Declarant will not vote its Common Interests appurtenant to any Unsold Units for such withdrawal unless at least 80 percent in number and in Common Interest of all other Unit Owners so elect for such withdrawal, at which time Declarant may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his share of such net proceeds all liens on his Unit in the order of priority of such liens.

ARTICLE 27

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 28

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe neither the scope of this Declaration nor the intent of any provision thereof.

ARTICLE 29

CERTAIN REFERENCES

29.1 A reference in this Declaration to any gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

29.2 The terms "herein," "hereof," or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

29.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 30

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3, whether any provision of this Declaration is invalid or unenforceable against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

ARTICLE 31

COVENANT OF FURTHER ASSURANCES

31.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of

the Condominium Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board, is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

31.3 If any Unit Owner, the Condominium Board, or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which the Condominium Board, or Unit Owner or other party is required to execute, acknowledge and deliver or take pursuant to this Declaration at the request of Declarant, then Declarant, is hereby authorized as attorney-in-fact for the Condominium Board, or such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action, in the name of the Condominium Board, or such Unit Owner or other party and such document or action shall be binding on the Condominium Board, or such Unit Owner or other party, as the case may be.

ARTICLE 32

SUCCESSORS AND ASSIGNS

The rights and/or obligations of Declarant as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant who is the successor owner of the Unsold Units or, with written consent of Declarant or a successor owner of Unsold Units, any transferee who purchased one or more Unsold Units (as applicable) from Declarant or a successor owner of Unsold Units and (if included in said consent) such transferee's successors and assigns (each a "permitted transferee"). Subject to the foregoing, Declarant shall have the rights, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ___ day of _____, 202__.

Amsterdam 88 LLC

By: _____
Chaim Nortman,
Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 202__, before me, the undersigned, a Notary Public in and for said state, personally appeared Chaim Nortman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHBIT A

TO THE DECLARATION OF
200 WEST 88TH STREET CONDOMINIUM

METES AND BOUNDS DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

SCHEDULE A-1 thru A-4
DESCRIPTION OF PREMISES

PARCEL A-1:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 82 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 568 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 33 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-2:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 55 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 570 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 34 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-3:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 28 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 27 feet;

THENCE easterly, again parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 572 Amsterdam Avenue, New York, NY and designated as Block 1235 Lot 35 as shown on the Tax Map of the City of New York, County of New York.

PARCEL A-4:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, along the southerly side of West 88th Street, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 28 feet;

THENCE easterly, parallel with the southerly side of West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 28 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 574 Amsterdam Avenue a/k/a 200 West 88th Street, New York, NY and designated as Block 1235 Lot 36 as shown on the Tax Map of the City of New York, County of New York.

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200 West 88th Street Condominium
200 West 88th Street
New York, NY
Block 1235:

200 WEST 88 CONDOMINIUM							
Schedule B:							
Unit	Tax Lot Number	Bedrooms / Bathrooms/Half-Baths	Square Footage of Unit	Square Footage of Limited Common Elements (Balcony)	General Percentage of Common Interest	Percentage of Residential Common Interest	Location in Building
2A		2/1	996		0.9153%	0.9499%	
3A		4/3/1	2,825		2.5961%	2.6942%	
3B		3/3/1	2,408	103	2.2365%	2.3210%	
3C		3/3/1	2,553	115	2.3726%	2.4622%	
4A		4/3/1	2,825		2.5961%	2.6942%	
4B		3/3/1	2,408		2.2129%	2.2965%	
4C		3/3/1	2,553		2.3461%	2.4348%	
5A		4/3/1	2,825		2.5961%	2.6942%	
5B		3/3/1	2,408		2.2129%	2.2965%	
5C		3/3/1	2,553		2.3461%	2.4348%	
6A		4/3/1	2,825		2.5961%	2.6942%	
6B		3/3/1	2,408		2.2129%	2.2965%	
6C		3/3/1	2,553		2.3461%	2.4348%	
7A		4/3/1	2,825		2.5961%	2.6942%	
7B		3/3/1	2,273		2.1198%	2.1999%	
7C		3/3/1	2,382		2.2287%	2.3129%	
8A		4/3/1	2,825		2.5961%	2.6942%	
8B		3/3/1	2,273	135	2.1198%	2.1999%	
8C		3/3/1	2,308	247	2.1777%	2.2600%	
9A		4/3/1	2,825		2.5961%	2.6942%	
9B		3/3/1	2,273		2.0888%	2.1677%	
9C		3/3/1	2,308		2.1210%	2.2011%	
10A		4/3/1	2,825		2.5961%	2.6942%	
10B		3/3/1	2,273		2.0888%	2.1677%	
10C		3/3/1	2,308		2.1210%	2.2011%	
11A		4/3/1	2,825		2.5961%	2.6942%	
11B		3/3/1	2,273		2.0888%	2.1677%	
11C		3/3/1	2,308		2.1210%	2.2011%	
12A		4/4/1	3,140		3.0579%	3.1734%	
12B		4/3/1	3,048		2.9177%	3.0279%	
14A		4/4/1	3,140	423	2.9828%	3.0954%	
14B		4/3/1	3,048	508	2.9177%	3.0279%	
PH E		5/5/1	4,364		4.4690%	4.6378%	
PH D		5/5/1	4,364	959	4.2307%	4.3905%	
PH C		5/5/1	4,157	592	4.0030%	4.1542%	
PH B		4/4/1	3,813	245	3.6938%	3.8333%	
PH A (LL and UL)		4/4/1	4,203		4.2457%	4.4060%	
RESIDENTIAL TOTALS			102,521	3,327	96.3602%	100.0000%	
COMMERCIAL UNIT / (Non-Residential Unit)							
COMM 1			961		0.8831%		
COMM 2			1,190		1.0936%		
COMM 3			773		0.7104%		
COMMERCIAL UNIT / (Non-Residential Unit) Totals			2,924		2.6871%		
Parking UNIT / (Non-Residential Unit)							
PK 1			88		0.0733%		
PK 2			88		0.0733%		
PK 3			88		0.0733%		
PK 4			88		0.0733%		
PK 5*			88		0.0733%		
PK 6			88		0.0733%		
PK 7			88		0.0733%		
PK 8			88		0.0733%		
PK 9			88		0.0733%		
PK 10			88		0.0733%		
PK 11			88		0.0733%		
PK 12			88		0.0733%		
PK 13			88		0.0733%		
Parking UNIT / (Non-Residential Unit) Totals			4,147		0.9527%		

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DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-Laws and the Condominium Act. Such definitions include the following:

"Access Costs" shall have the meaning ascribed thereto in Article 20 of the Declaration.

"Adverse Effects", or "adverse effects", as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Unit Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners, (ii) materially interfere with such Unit Owner's access to his or her Unit, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit, or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of his or her Unit.

"Amenities" shall amenities described in the Declaration that are located on Floor 2 and the Cellar level that are for the exclusive use of the Residential Unit Owners and their tenants.

"Applicable Laws" shall mean all applicable laws and regulations promulgated by any governmental authority having jurisdiction over the Building or the Condominium.

"Balcony" or "Balconies" shall mean individually a balcony – and more than one (1) balconies adjacent and appurtenant to a Residential Unit.

"Building" shall mean the building and improvements including above and below grade segments and situated on the Land.

"Building Department" shall mean the Department of Buildings of The City of New York or any successor agency.

"Bicycle Space" shall mean a space that may be used only for the storage of two-wheeled bicycles each to be licensed to Residential Unit Owners.

"Bicycle Space License" shall mean a license agreement by and between the Board of Managers of the Condominium and a Residential Unit Owner.

"Bicycle Storage Room" shall mean that room intended for the storage of bicycles by Residential Unit Owners located on the cellar level and designated as a Residential Common Element.

"By-Laws" shall mean the By-Laws governing the operation of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

"Closing of Title" or "Closing" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed to a Purchaser by the delivery by Sponsor to a

Purchaser of a deed upon payment by a Purchaser to Sponsor of the balance of the purchase price for the Unit.

"Commercial Section" shall mean that portion of the Building that contains the Commercial Units and the Commercial Common Elements.

"Commercial Unit(s)" shall mean the Unit(s) designated in the Declaration as a Commercial Unit, as the same may be hereafter divided or combined in accordance with the Declaration and By-Laws.

"Commercial Unit Owner(s)" shall mean an owner of the Commercial Unit(s), as the same may hereafter be subdivided.

"Common Charge Abatement Period" shall mean a period, which may be determined in the sole discretion of Sponsor, during which Sponsor/Declarant agrees to abate all or a portion of the Common Charges that would otherwise be payable by the Unit Owners.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, *pro rata,* in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements and the Limited Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of the Common Interest percentages appurtenant to all Units equals 100 percent. The Common Interest appurtenant to each Unit is set forth on Exhibit B annexed to the Declaration.

"Common Roof Terraces" shall mean those certain terraces located on the roof set back above Floor 6 (the "7th Floor Roof Terrace") and the roof terrace located on the roof of the Building (the "Roof Terrace", which are each a Residential Common Element for the use of the Residential Unit Owners.

"Condominium" shall mean the "200 West 88th Street Condominium" which will be established pursuant to the terms of the Declaration and which will be governed pursuant to the terms of the By-Laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" or "Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Declarant" shall mean Amsterdam 88 LLC.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time, the form of which is set forth in Part II of the Plan.

"Department of Law" shall mean the New York State Department of Law.

"Disabled Parking Unit" shall mean Parking Unit 5, which Parking Unit is designated as the Parking Unit for use by Disabled Persons and is subject to certain restrictions set forth in the Plan, the Declaration, and the By-.Laws.

"Disabled Residential Unit Owner" shall mean a Residential Unit Owner who has been issued a parking permit for Disabled Persons by the New York State Department of Motor Vehicles. "Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Easement" shall mean the grant of a legal right granted to one or more persons to use a portion of Building, inclusive of the Units, the General Common Elements, the Residential Limited Common Elements, the Parking Common Elements that such person does not own for a specific, limited purpose.

"Exercising Party" shall have the meaning ascribed thereto in Article 20 of the Declaration.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety or the Property.

"Fire Doors" shall mean those fire doors providing access to the public access stairs from the Private Elevator Lobbies that are a portion of Residential Units: Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE.

"First Closing" or "First Unit Closing" shall mean the Closing of Title with respect to the first Residential Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." First Year's Budget is sometimes referred to herein as "Schedule B."

"First Year of Condominium Operation" or "First Year" shall mean the first year in which Building operates as a Condominium.

"Floor Plans" shall mean the floor plans of the Units certified by a licensed architect, filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"Full Floor Unit(s)" shall mean Residential Units Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE.

"Garage" shall mean the area located on Floor 2 of the Building, to be used for accessory parking of private motor vehicles by residents of the Building and is for the exclusive use of the Parking Unit Owners.

"Garage Expenses" shall mean the expenses associated with the operation and maintenance of the Garage more particularly described in Schedule B herein.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration.

"Initial Control Period" shall mean the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to all the Residential Units or (ii) five (5) years after the First Closing.

Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or a group of lenders, including mezzanine lenders, which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor, (iv) principals or other affiliates of Sponsor, or (v) with respect to only loans secured by any Commercial Unit and/or any Unsold Units and/or any other Unit owned by Sponsor or its principals or other affiliates, (a) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of § 860D of the Internal Revenue Code, (b) any entity not included among any of the foregoing entities that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (c) any group of lenders which shall include one or more of the foregoing, or (d) a wholly-owned subsidiary of any of the foregoing entities.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of The City of New York as Block 1235, Lot 33, 34, 35 and 36 to be known as 33 and more particularly described on Exhibit A to the Declaration.

"License Agreement" shall mean, in each instance, a license to be entered into by the Condominium Board and a Residential Unit Owner, granting to such Residential Unit Owner the right to the exclusive use either a Storage Space or a Bicycle Space, as the case may be.

"Limited Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of Unit Owners of one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration.

"Managing Agent" shall mean the managing agent or manager of the Building at the time in question.

"Mortgage Representatives" shall mean those individuals appointed by the holders of Institutional Mortgages (as hereinafter defined) shall upon the occurrence of an event that requires the consent of the Permitted Mortgagees, designate one or more but not more than five (5) representatives.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws.

"Permitted Users" shall mean those individuals who are permitted to reside in the Residential Units, including, Residential Units Owners and their tenants, and any invitees of such residents.

"Plan" shall mean the Condominium Offering Plan filed with the New York Stated Department of Law, together with all filed amendments thereto.

"Plans and Specifications" shall mean the approved plans and specifications to construct the Building, which are filed with and approved by the New York City Department of Buildings.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing the Department of Law.

"Property" shall mean the Land, the Building (and any structures attached thereto), all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement" shall mean the agreement to purchase a Residential Unit pursuant to the Plan.

"Purchaser" shall mean a purchaser of a Residential Unit pursuant to a Purchase Agreement.

"Reciprocal Parking Easements shall mean those certain easements contained in the Parking Units Deeds which grant to other Parking Unit Owners the right to use the Parking Unit belonging to such Parking Unit Owner.

"Register's Office" shall mean the New York County Office of the Register of The City of New York.

"Resident Manager" shall mean the individual who is employed by the Condominium Board and is entrusted to maintain the Building.

"Residential Board" shall consist of three (3) persons elected by the Residential Unit Owners and the Parking Unit Owners. The Residential Board shall have all requisite power and authority to act as to all matters that affect only the Residential Section, the Residential Units, the Residential Common Elements, the Parking Units and the Garage, as more particularly described in Section 2.19 of the By-laws.

"Residential Common Interest" shall mean the interest in the Residential Limited Common Elements allocated to each Residential Unit.

"Residential Limited Common Elements" shall have the meaning ascribed thereto in Section 7.1 of the Declaration.

"Residential Unit" shall mean any Unit designated as a Residential Unit in the Declaration, and all such Residential Units are, collectively, referred to as the "Residential Units" and intended to be used as residences.

"Residential Unit Owner" shall mean any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners".

"Roof Terrace" shall mean the terrace on the roof of the Building that is designated as a Residential Common Element for the use of the Residential Unit Owners.

"Rules and Regulations" shall mean the rules and regulations made in accordance with the By-Laws.

"Schedule A" shall mean the section of the Plan entitled "Schedule A - Offering Prices and Related Information."

"Schedule B" shall mean the section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation." Schedule B is sometimes referred to herein as the "First Year's Budget."

"Schedule B-1" shall mean the section of the Plan entitled "Schedule B-1 - Estimated Cost of Unit Operation for the First Year of Condominium Operation".

"Special Assessments" shall mean amounts charged by the Condominium Board or the Residential Board to the Unit Owners or the Residential Unit Owners, respectively, for the purpose of paying non-recurring, extraordinary expenses, as more particularly described in Secion 6.1.3 of the By-Laws.

"Storage Spaces" shall mean the thirty-six (36) storage spaces located on a portion of the Basement of the Building to be licensed to the Residential Unit Owners.

"Terrace" of "Terraces" shall mean individually the terrace appurtenant to a Unit and collectively the terraces appurtenant to Units, which will be designated in the Declaration as a Limited Common Element appurtenant to such Residential Unit.

"Unit" shall mean any space designated as a Unit in the Declaration together with its Common Interest. All such Units are collectively referred to as the "Units."

"Unit Owner" shall mean any owner of a Unit. All such owners of Units are, collectively, referred to as "Unit Owners."

"Unsold Unit" shall mean those Residential Units not sold to a Purchaser under this Plan, including any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee at the time in question, or a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more principals of Sponsor is a member.

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CONDOMINIUM BY-LAWS

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BY-LAWS OF

200 WEST 88TH STREET CONDOMINIUM

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TABLE OF CONTENTS

Page

ARTICLE 1 GENERAL 1

1.1 Purpose....1
1.2 Applicability of By-Laws....1
1.3 Principal Office of Condominium....1

ARTICLE 2 BOARD OF MANAGERS 1

2.1 Number, Term and Qualification....1
2.2 Powers and Duties....2
2.3 Managing Agent and Manager....7
2.4 Resignation and Removal....7
2.5 Vacancies....7
2.6 Organizational Meeting of Condominium Board....7
2.7 Regular Meetings of Condominium Board....7
2.8 Special Meetings of Condominium Board....8
2.9 Waiver of Notice....8
2.10 Determinations by Condominium Board; Quorum....8
2.11 Compensation....8
2.12 Liability of Condominium Board and Unit Owners....8
2.13 Fidelity Bonds....9
2.14 Committees....9
2.15 Principal Office of Condominium Board....10
2.16 Status of Condominium Board....10
2.17 Incorporation of Condominium Board....10
2.18 Condominium Board as Agent of Unit Owners....10
2.19 Residential Board....10
2.20 Condominium Board....12
2.21 Commercial Board....12

ARTICLE 3 UNIT OWNERS 13

3.1 Annual Meetings....13
3.2 Place of Meetings....13
3.3 Special Meetings....13
3.4 Notice of Meetings and Actions Taken....13
3.5 Adjournment of Meetings....14
3.6 Order of Business....14
3.7 Title to Units....14
3.8 Voting....14
3.9 Election of Board Members....15
3.10 Majority of Unit Owners....15
3.11 Quorum....15
3.12 Majority Vote....16

ARTICLE 4 OFFICERS 16

4.1 Designation 16
4.2 Election of Officers 16
4.3 Resignation and Removal of Officers 16
4.4 President 16
4.5 Vice President 16
4.6 Secretary 17
4.7 Treasurer 17
4.8 Execution of Documents 17
4.9 Compensation of Officers 17

ARTICLE 5 NOTICES 17

5.1 Notices 17
5.2 Waiver of Service of Notice 18

ARTICLE 6 OPERATION OF THE PROPERTY 18

6.1 Determination of Common Expenses and Fixing of Common Charges 18
6.2 Insurance 22
6.3 Repair or Reconstruction after Fire or Other Casualty 23
6.4 Payment of Common Charges 25
6.5 Collection of Common Charges 26
6.6 Default in Payment of Common Charges 26
6.7 Foreclosure of Liens for Unpaid Common Charges 27
6.8 Statement of Common Charges 27
6.9 Maintenance and Repairs 27
6.10 Private Elevator Lobbies; Fire Door System 28
6.11 Violations of Maintenance Obligations 30
6.12 Structural Alterations, Additions, Improvements and Repairs of Units 31
6.13 Alterations, Additions or Improvements to Common Elements 32
6.14 Reserve Fund 33
6.15 Special Alterations of Certain Common Elements 33
6.16 Restrictions on Use of the Residential Units 33
6.17 Use of Common Elements 34
6.18 Use of Parking Units 34
6.19 Parking Unit for Disabled Persons. 36
6.20 Use of and Alterations to Storage Spaces; Bicycle Spaces. 36
6.21 Use of Commercial Units; Permits and Licenses 38
6.22 General Provisions as to Use 39
6.23 Right of Access 40
6.24 Rules and Regulations 41
6.25 Real Estate Taxes, Water Charges and Sewer Rents 41
6.26 Electricity 42
6.27 Utilities Serving the Common Elements 42
6.28 Gas 42
6.29 Obligations of Unit Owners with Regard to Utilities 42

6.30 Abatement and Enjoinment of Violations by Unit Owners 43
6.31 Income to Unit Owners 43
6.32 Smoking Policy 43
6.33 Window Guard Requirements 44
6.34 Special Rights of Declarant. 44
6.35 Restrictions on Hanging Electronic Equipment 45
6.36 Mold 45

ARTICLE 7 SIGNS AND SCAFFOLDING 45

7.1 Exterior Signs 45
7.2 Right to Maintain 45
7.3 Installation of Signs 45
7.4 Unit Owner Signs 46
7.5 Removal of Signs 46
7.6 Use of Scaffolding and Sidewalk Sheds 46
7.7 Scaffolding Requirements 47

ARTICLE 8 MORTGAGES 47

8.1 Permitted Mortgages 47
8.2 Notice to Condominium Board 47
8.3 Notices to Permitted Mortgagees: 48
8.4 Performance by Permitted Mortgagees 48
8.5 Examination of Books 48
8.6 Representatives of Mortgagees 48
8.7 Consent of Mortgagees 49

ARTICLE 9 SELLING, LEASING AND MORTGAGING OF UNITS 50

9.1 Selling and Leasing 50
9.2 Selling and Leasing of Residential Units 50
9.3 Selling and Leasing of the Commercial Units 53
9.4 Recognition and Non-Disturbance Agreement 53
9.5 No Severance of Ownership 54
9.6 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. 54
9.7 Payment of Assessments 54
9.8 Mortgage of Units 55

ARTICLE 10 CONDEMNATION 55

10.1 Condemnation and Eminent Domain 55

ARTICLE 11 RECORDS AND AUDITS 56

11.1 Records 56
11.2 Audits 56
11.3 Availability of Documents 56

ARTICLE 12 ARBITRATION 56

12.1 General Procedure....56
12.2 Submission to Arbitration....56
12.3 Notice of Arbitration....57
12.4 Selection/Appointment of Arbitrator....57
12.5 New York Law and Venue of Arbitration....58
12.6 Respondent's Statement....58
12.7 Hearing....58
12.8 Procedural Orders....58
12.9 Baseball Format....58
12.10 Award Final and Binding....58
12.11 Agreement by Parties....58

ARTICLE 13 MISCELLANEOUS 59

13.1 Insurance Trustee....59
13.2 Rules of Construction. There shall be no presumption against the draftsperson in interpreting these By-laws. 59
13.3 Waiver....59
13.4 Captions....59
13.5 Certain References....59
13.6 Severability....59
13.7 Successors and Assigns....60
13.8 Covenant of Further Assurances....60

ARTICLE 14 AMENDMENTS TO THE BY-LAWS 61

14.1 Amendments by Unit Owners....61
14.2 Amendments Affecting the Declarant....62
14.3 Amendments Affecting Permitted Mortgagees....62
14.4 Amendments to be made by the Commercial Unit Owners....63
14.5 Amendments to be made by the Declarant....63

BY-LAWS

OF

200 WEST 88TH STREET CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Purpose. Concurrent with the recording and the effectiveness of the Declaration (the "Declaration") of the 200 West 88th Street Condominium (the "Condominium") to which these By-Laws are annexed (these "By-Laws" or these "By-Laws"), the Declarant hereby adopts these By-Laws, which will govern the rights of the Unit Owners and the affairs of the Condominium. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as such term is hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan, County of New York reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as such term is hereinafter defined).

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board" or the "Board") which shall be comprised of a single representative of the Declarant or, subsequent to the First Annual Meeting of Unit Owners, representatives elected by the Residential Unit Owners and a member designated by the Commercial Unit Owner(s) as more particularly described in Section 3.1 herein below.

2.1.2 Each Board member designated or elected by the Unit Owners shall serve for a one-year term. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members designated by the Declarant or its successors, all members of the Board shall be either Unit Owners or officers, directors, shareholders, partners, members, principals, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries or any other entities which may own the Unit, Permitted Mortgagees of the Units, lessees of a Unit or portions thereof. Board members elected by the Residential Unit Owners shall be the owners of the Residential Units or any member, manager, shareholder, officer or employee of a Residential Unit Owner or family members, of any of the foregoing. Other than Board members elected or designated by Declarant or its successor or designee, no Board member shall continue to serve after he ceases to be qualified as set forth above. As used herein the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon pursuant to these By-Laws.

2.2 Powers and Duties.

2.2.1 The Condominium Board and the Residential Board (as described in Section 2.19 below) shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by applicable law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners). Notwithstanding anything to the contrary set forth herein, all determinations which affect: (a) only the Residential Units and the Limited Common Elements appurtenant thereto and do not adversely affect the Commercial Units and/or the Limited Common Elements appurtenant thereto or the use of the Commercial Units for the permitted purposes thereof, shall be made exclusively by the Residential Board or the Residential Board member(s), if applicable; and (b) only the Commercial Units and do not adversely affect the Residential Units and/or the Limited Common Elements appurtenant thereto or the use of the Residential Units for the permitted purposes thereof, shall be made exclusively by the Board member appointed by the Commercial Unit Owner(s) or the Commercial Board if the Commercial Unit Owners had constituted the same. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Residential Units and materially and adversely affects the , or (ii) relate to the Commercial Units and materially and adversely affects the Residential Units or the Residential Common Elements, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. For purposes of this Section 2.2.1, a "material adverse effect" shall mean that the effectuation of such alteration or subdivision would cause a reduction of the physical space or a material reduction of services available or in the legal permitted use of the Common Elements otherwise available for use by the Commercial Unit Owner or the Residential Unit Owners or the Parking Unit Owners, as the case may be. Notwithstanding anything to the contrary contained herein or in the Declaration, any determination which would have an adverse effect on the rights and benefits, or obligations or liabilities of the Commercial Unit Owners (other than to a *de minimus* extent) shall require the consent of the Commercial Unit Owner(s). Any dispute between the Residential Board and/or the Residential Unit Owners and the Commercial Unit Owner with respect to whether the Residential Board or the Condominium Board shall be entitled to make any determination shall be settled by Arbitration (as hereinafter defined); provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless

the objecting party specifies the grounds for its objection in writing to the other party within ten (10) Business Days of receipt by it of notice of such determination. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 12.

2.2.2 Subject to the provisions of subsection 2.2.1 and without limiting the generality thereof, the Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1 Operation, care, upkeep, maintenance, repair or replacement of the General Common Elements, except to the extent that certain Unit Owners are responsible for certain Limited Common Elements designated for their exclusive use, as set forth in the Declaration and in Section 6.9 hereof.

2.2.2.2 The amount of General Common Charges (as such term is hereinafter defined).

2.2.2.3 Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements.

2.2.2.4 Adoption of, and amendments and additions to, the Rules and Regulations (as such term is hereinafter defined).

2.2.2.5 Maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating the signatories required therefor.

2.2.2.6 Obtaining and reviewing insurance of the Property, including the Units, pursuant to the provisions of Section 6.2.

2.2.2.7 Making repairs, restorations, additions and improvements to, or alterations of, the General Common Elements, except to the extent that certain Unit Owners are responsible for certain Limited Common Elements designated for their exclusive use, as set forth in the Declaration and in Section 6.9 hereof, including repairs and restorations required due to damage or destruction by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.8 Adjusting and settling insurance claims (and executing and delivering releases in connection therewith), as set forth in Section 6.2.

2.2.2.9 Borrowing money on behalf of the Condominium when required for major and minor maintenance repairs of, additions to, improvements, and replacements of the General Common Elements, and for similar purposes; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $250,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), subject to adjustment based upon the Consumer

Price Index (the "CPI"), which will be determined by the formula set forth in Section 13.8.4 below, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the General Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph 2.2.2.9 is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as its interest in the General Common Elements bears to the interest of all the Unit Owners in the General Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit.

2.2.2.10 Collection of Common Charges from Unit Owners.

2.2.2.11 Organizing corporations, limited liability companies, or other entities, to act as designees of the Condominium Board with respect to such matters as such Board may determine.

2.2.2.12 Commencing litigation or other proceedings to enforce obligations of Unit Owners or former Unit Owners or to secure licenses from owners of property(ies) that are adjacent to the Building as may be required to perform work on the Building exterior. Any other litigation shall require the approval of 66.66 percent of the Unit or Unit Owners subject further to the limitations in Section 2.2.3 below.

2.2.2.13 Assessing Unit Owners for fines and penalties imposed by government authorities for violations for which such Unit Owners are responsible because of such Unit Owner's act or omission (any such fines shall be deemed to constitute Common Charges).

2.2.2.14 Execution, acknowledgment and delivery of (a) any declaration or other instrument affecting the Property that the Board deems necessary or appropriate to comply with any applicable law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Building, or (b) any consent, covenant, restriction, easement or declaration affecting the Property which the Board deems necessary or appropriate.

2.2.2.15 Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.16 Accepting the surrender of any Unit in the name of the Board or its designee, on behalf of all Unit Owners.

2.2.2.17 Commencement of summary eviction proceedings in the name of or on behalf of the Condominium Board and/or Unit Owner or Unit Owners, as the case may be, against an unauthorized Tenant (as hereinafter defined) of a Unit Owner if such authorized guest and/or Tenant does not conform to the requirements of the Declaration and these By-Laws or to the Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to by the Residential Board or the Condominium Board, as applicable. All costs in connection with the removal of the unauthorized guest and/or Tenant, including reasonable attorney's fees, shall be borne by the Unit Owner.

2.2.2.18 Purchasing any Unit, at foreclosure or other similar sale, in the name of the Board or its designee, on behalf of all Unit Owners, subject however to consent of the Commercial Unit Owner, provided however, if the Commercial Unit Owner does not consent to the purchase of any such Unit, the Residential Board may acquire such Unit on behalf of the Residential Unit Owners.

2.2.2.19 Selling, leasing, subleasing, mortgaging or otherwise dealing with (but not voting the interest appurtenant to) any Unit, if acquired by and subleasing Units leased by the Board or its designee, on behalf of all Unit Owners, subject however to consent of the Commercial Unit Owner, unless such Unit is owned only by the Residential Unit Owners, in which event such determination shall not require the consent of the Commercial Unit Owner.

2.2.2.20 Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of (i) all Unit Owners (subject to the right of the Commercial Unit Owners to file a separate proceeding as to the Commercial Units), or (ii) for the Residential Unit Owners and Parking Unit Owners or the Commercial Unit Owners, provided, however, in connection with any such settlement, the Residential Unit Owners or the Commercial Unit Owners, as applicable, shall be deemed to indemnify the Condominium Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.2.2.21 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board in connection therewith shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.2.2.22 The imposition upon a Unit Owner in a non-discriminatory manner of expenses incurred by the Condominium Board ("Unit Expenses") that are the responsibility of a Unit Owner pursuant to the Declaration, including, but not limited to, fines or fees imposed by a government agency, by reason of acts of the Unit Owner, work performed in such Unit Owner's Unit at the request of a Unit Owner, repairs to a Unit or an adjacent Unit or the Common Elements that are the

responsibility of a Unit Owner. For purposes of these By-Laws, Unit Expenses are collectible as Common Expenses.

2.2.3 Notwithstanding anything to the contrary contained in these By-Laws or the Declaration, the Board may not, without the written consent of the Residential Board Member(s) and/or the Board member appointed by the Commercial Unit Owner: (i) amend these By-Laws or the Declaration to restrict the permitted uses of the Residential Unit, or the , respectively; (ii) amend these By-Laws or the Declaration to restrict those certain rights granted to each Unit Owner, pursuant to Article 18 of the Declaration; or (iii) take any other action which solely affects any Unit and/or the Unit Owner thereof (other than any Board action to be initiated with respect to a default by such Unit Owner).

2.2.3.1 Proceedings against Sponsor prior to bringing any lawsuit, arbitration or administrative proceeding (a "Proceeding") against Sponsor and/or Sponsor's consultants, professionals, members, managers, or Sponsor principal (collectively, the "Sponsor Parties") relating to the construction of all or part of the Building (including the Units and the Common Elements), the party intending to commence such Proceeding must have a report prepared (the "Correction Report") by an independent, licensed architect or engineer (the "Inspecting Professional"). The Correction Report must identify the specific components and areas of the Building that are not in compliance with the specific provisions of the Offering Plan, the Plans and Specifications filed with DOB, and/or the local construction codes (a "Claim"). Sponsor shall have a 90-day period after the receipt of the Correction Report to correct any of the Claims or explain why the Claim is incorrect, prior to the Proceedings being brought by the Unit Owners or the Board.

2.2.3.2 At least thirty (30) days prior to the Board commencing a Proceeding against the Sponsor Parties, the owner of each Unit that is not owned by Sponsor or an affiliate of Sponsor, shall receive (a) a copy of the Correction Report and Sponsor's response to it, if any; (b) a description of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (c) a copy of the engagement letter or retainer agreement between the Board and the attorney selected by the Board to assert or provide assistance with the Claim; (d) a budget for the cost of bringing the Claim, whether incurred by the Board directly or for which the Board or the Unit Owners may be liable as a result of prosecuting the Claim; (e) a summary of the steps previously taken by the Board to resolve the Claim; (f) a statement that initiating the Proceeding may affect the market value, marketability, or refinancing of Units while the Claim is pending; (g) a description of the manner in which the Board proposes to fund the cost of prosecuting the Claim; and (h) a letter from the attorney retained by the Board with an analysis of the Claim and the likelihood of success.

2.2.3.3 Any such action or proceeding to be commenced against Sponsor, its professionals must be approved by 66-2/3% of the Unit Owners at a Special Meeting held for such purpose.

2.2.3.4 This Section 2.2.3 may not be modified or deleted without the prior written consent of sponsor.

2.3 Managing Agent and Manager. The Board may, with respect to decisions or matters which the Board is entitled to make, employ a managing agent and/or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in subsections 2.2.(2.1), (2.3), (2.6), (2.7) and (2.10). The Board may also delegate to such managing agent or manager other powers granted to it by these By-Laws, except the powers set forth in subsections 2.2.(2.2), (2.4), (2.5), (2.8), (2.9), (2.13), (2.17), (2.18) and (2.19).

2.4 Resignation and Removal. Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested or by reputable overnight courier such as FEDEX, to the Board from which such member is resigning. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Any Board member designated as such by any Unit Owner may only be removed by such Unit Owner, provided however; any Board member may be removed, for cause, by a majority vote of Unit Owners present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. Any Board member whose removal, for cause, has been proposed shall be given an opportunity to be heard at the meeting.

2.5 Vacancies. In the event of any vacancy on the Board created by the resignation, removal by a Unit Owner or removal for cause, if the Commercial Unit Owner designated such Board member who resigns or has been removed, the Commercial Unit Owner shall have the sole right to designate a replacement for such Board member. In the event that there is a vacancy created by the resignation of a Board member elected by the Residential Unit Owners, the remaining Residential Board Members may designate a replacement for the Board member who has resigned. In the event a member of the Residential Board resigns or is removed for cause, the remaining members of the Residential Board may designate a replacement of such Board member who shall serve until the next election.

2.6 Organizational Meeting of Condominium Board. The first (1st) meeting of the Board following each annual meeting of Unit Owners shall be held within ten (10) days after such annual meeting at such time and place in the Borough of Manhattan as shall be fixed by a majority of the Board members, and no notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided that a majority of the members of the Board shall be present thereat.

2.7 Regular Meetings of Condominium Board. Regular meetings of the Board may be held at such time and place in the Borough of Manhattan as shall be determined, from time to time, by a majority of the members thereof, provided that at least two (2) such meetings shall be held during each fiscal year between the hours of 8:00 a.m. and 8:00 p.m. Notice of regular meetings shall be given to each member thereof, by personal delivery, e-mail, mail or telegram, at least five (5) Business Days prior to the day named for such meeting.

2.8 Special Meetings of Condominium Board. Special meetings of the Board may be called by any member of the Condominium Board by giving five (5) Business Days' prior notice to each member of the Board, by personal delivery, mail, e-mail, or telegram, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. Special meetings of the Board shall be called in a like manner and on like notice on the written request of any member of the Board.

2.9 Waiver of Notice. Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.10 Determinations by Condominium Board; Quorum.

2.10.1 Except as otherwise set forth in subsection 2.11.3, all determinations of the Board shall be made at a meeting of the Board at which a quorum thereof is present. In order for there to be a quorum, the Board Member appointed by the Commercial Unit Owner(s) must be present. Notwithstanding the foregoing, if the Board Member appointed by the Commercial Unit Owner(s) fails to attend a meeting, thereby preventing a quorum from being present, the Board Members present shall fix a date of an adjourned meeting, on no less than five (5) Business Days' notice. If the Board Member appointed by the Commercial Unit Owner fails to attend such adjourned meeting, provided that there is a quorum present the Board may conduct business at such adjourned meeting as if the Commercial Unit Owner were present. At any Board meeting, a majority of members thereof shall constitute a quorum and the votes of a majority of such members present shall constitute the decision of the Board.

2.10.2 If, at any Board meeting, there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.10.3 Members of the Board may participate in a meeting thereof by means of a conference telephone, "Zoom" or "Microsoft Teams" meeting or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of the Board.

2.11 Compensation. No member of the Board shall receive any compensation for serving in such capacity.

2.12 Liability of Condominium Board and Unit Owners.

2.12.1 To the extent permitted by applicable law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Residential Units, or any Limited Common Element (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by any managing agent or manager thereof shall state that it is made by the Board, managing agent or manager only as agent for all Unit Owners, that such Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium, or the Residential Section, as the case may be, or any Limited Common Element shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, or, in the event of a liability with respect to the Residential Section, the Residential Common Elements or the Residential Unit Owners, as the case may be, and, unless expressly stated to the contrary in such contract (as determined by the Board in its sole and absolute discretion), to the extent permitted by applicable law, shall be limited to the appurtenant Common Interest (and/or if applicable to the appurtenant Residential Common Interest of the Unit belonging to such Unit Owner), that no Unit Owner shall have any personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for its payment of Common Charges, except as set forth above. Any such contract or agreement may also provide that it covers the assets, if any, of the Board. Board members shall have no liability to Unit Owners, except that a Board member shall be liable for his own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and Common Interests appurtenant thereto, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Board may contract or effect any other transaction with any Board member, any Unit Owner, Declarant, Declarant's successor or an affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.12.2 Neither the Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or to be paid for as a Common Expense, except when such failure or interruption is caused by the acts of bad faith or willful misconduct of such Board or any member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Common Element.

2.13 Fidelity Bonds. The Board shall obtain and ensure maintenance of fidelity bonds, in amounts deemed appropriate by it for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds shall constitute General Common Expenses.

2.14 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of one (1) or more members of the Board. Each committee,

to the extent provided in the resolution which creates it, shall have and may exercise all the powers of the Board during the intervals between the meetings of the Board to the extent permitted by applicable law. For so long as Declarant is entitled to designate members of the Board, any committee appointed by the Board shall have at least one of its members or member appointed by Declarant, unless Declarant agrees, in writing, to waive such right.

2.15 Principal Office of Condominium Board. The principal office of the Board shall be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto, as may be designated, from time to time, by the Board.

2.16 Status of Condominium Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the New York Condominium Act, the Board shall, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable.

2.17 Incorporation of Condominium Board. To the extent and in the manner provided in the New York Condominium Act, the Board may by action of the Board, as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Board incorporates it shall have, to the extent permitted by applicable law, the status conferred upon it by such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws.

2.18 Condominium Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

2.19 Residential Board.

2.19.1 The Residential Units (as defined in the Declaration), shall, on a date within 30 days following the first anniversary of the conveyance of the first Residential Unit to an owner other than Declarant hold a meeting of all of the Residential Unit Owners and Parking Unit Owners at which time a separate Board of Managers, hereinafter, the "Residential Board", shall be elected by the owners of the Residential Units. The individuals elected to the Residential Board shall be eligible to serve as Board Members pursuant to Section 2.1.3 hereof. Such election may be held at the First Meeting of Unit Owners pursuant to Section 3.1.

2.19.2 The Residential Board shall consist of three (3) persons elected by the Residential Unit Owners and the Parking Unit Owners. The Residential Board shall have all requisite power and authority to act as to all matters that affect only the Residential

Section, the Residential Units, the Residential Common Elements, the Parking Units and the Garage, subject only to rights of the Declarant with respect to any Unsold Units, as set forth in these By-Laws. The Residential Board shall have all powers set forth in this Article 2 as to the Residential Section, the Residential Common Elements, the Residential Units, the Parking Units and the Garage only, including, without limitation, the right to establish the "Residential Common Charges" and "Parking Common Charges", which shall be used to pay for those Residential Common Expenses and the Garage Expenses for the operation of the Residential Common Elements and the Garage, that are to be the responsibility of the Residential Unit Owners and the Parking Unit Owners, respectively. Notwithstanding anything implied herein to the contrary, the Condominium Board shall be responsible to maintain the General Common Elements and maintaining the insurance coverage for the Condominium.

2.19.3 In addition to the powers set forth in Section 2.2, the Residential Board shall have the following powers as to the Residential Units, the Residential Common Elements, the Parking Units and the Garage and the Residential Unit Owners and the Parking Unit Owners:

2.19.3.1 Levying fines against the Residential Unit Owners and the Parking Unit Owners, for violations of the Rules and Regulations for the Residential Section and the Garage (any such fines shall constitute a Unit Expense payable by the Residential Unit Owner and/or Parking Unit Owner, as the case may be, of the Residential Unit and/or the Parking Unit against which the same are levied and shall be deemed to constitute Common Charges for the purpose of collection of the same).

2.19.3.2 Purchasing, leasing or otherwise acquiring in the name of the Board or its designee, on behalf of all Residential Unit Owners, any Residential Units, or any Parking Unit offered for sale or lease by their owners.

2.19.3.3 To purchase any Residential Unit and/or Parking Unit at a foreclosure or other similar sale, on behalf of all Residential Unit Owners.

2.19.3.4 Selling, leasing, subleasing, mortgaging or otherwise dealing with (but not voting the interest appurtenant to) any Unit, if acquired by and subleasing Residential Units and/or Parking Units leased by the Residential Board or its designee, on behalf of all Unit Owners.

2.19.3.5 The Residential Board may, with respect to decisions or matters which the Board is entitled to make, employ a managing agent and/or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in subsections 2.2.(2.1), (2.3), (2.6), (2.7) and (2.10). The Board may also delegate to such managing agent or manager other powers granted to it by these By Laws, except the powers set forth in subsections 2.2.(2.2), (2.4), (2.5), (2.8), (2.9), (2.17), and 2.19(3.1), (3.2), (3.3) and (3.4)

2.20 Condominium Board. The Condominium Units, including the Residential Units, the Commercial Units and the Parking Units (as defined in the Declaration), shall, on a date within 30 days following the first anniversary of the conveyance of the first Residential Unit to an owner other than Declarant shall hold a meeting of all the Unit Owners at which meeting a Board of Managers, hereinafter, the "Condominium Board", shall be elected by the owners of the all of the Units of the Condominium. The Condominium Board shall consist of three (3) persons, two (2) who will be designated by the members of the Residential Board and one (1) person who will be designated by the Commercial Unit Owner, or the Commercial Board (if the same exists), as may be applicable. In the event that the Residential Board cannot agree upon the two individuals to be appointed to the Condominium Board, the two (2) members who were in receipt of the most votes shall be appointed to serve on the Condominium Board. All individuals elected or appointed to the Condominium Board shall be eligible to serve as Board Members pursuant to Section 2.1.3 hereof. The Condominium Board shall be constituted at the First Meeting of Unit Owners held pursuant to Section 3.1.

2.20.1 The Condominium Board shall meet a minimum of two (2) times per years. have all requisite power and authority to act as to all matters that the entire Building, excluding however those matters that affect only the Residential Section, the Residential Units, the Residential Common Elements, the Parking Units and the Garage, which shall be determined by the Residential Board. The Condominium Board shall have all powers set forth in this Article 2 as to matter that affect the entire Building. including, without limitation, the right to establish the "Commercial Common Charges", which shall be used to pay for those Common Expenses for the operation of the General Common Elements that are to be the responsibility of all of the Unit Owners. Notwithstanding anything implied herein to the contrary, the Condominium Board shall be responsible to maintain the General Common Elements and maintaining the insurance coverage for the Condominium.

2.21 Commercial Board. In the event and at such time when Sponsor sells one or more of the Commercial Units to another party and there is disparate ownership of the Commercial Units, the Commercial Unit Owners shall have the right, but not the obligation to establish a separate Board to govern and administer the affairs of the Commercial Units. The Commercial Board shall consist of three (3) persons, who will each be designated by the owners of the Commercial Units. The Commercial Board shall be entitled to appoint an individual to serve on the Condominium Board. The Commercial Board shall be responsible to one member to the Condominium Board as the member representing the interests of the Commercial Units. In the event that the Commercial Board cannot agree upon the individual to be appointed to the Condominium Board, the Commercial Unit Owner having the having the greatest Common Interest shall be entitled to appoint the individual to serve on the Condominium Board as the representative of the Commercial Unit Owners, provided however, for so long as Sponsor retains ownership of at least one of the Commercial Units, Sponsor shall be entitled to designate the individual who will represent the Commercial Units on the Condominium Board. The Commercial Board shall occur no earlier than 30 days after the sale of one or more of the Commercial Units. The Commercial Board shall have the powers set forth in Section 2.2.1 hereof, as to matters which affect only the Commercial Units .

ARTICLE 3

UNIT OWNERS

3.1 Annual Meetings. On or about the 30th day following the first anniversary of the conveyance of the first Residential Unit to a party other than Declarant, the first (1st) annual meeting of Unit Owners shall be held, in accordance with these By-Laws. At such meeting, the incumbent Board shall resign and a new Board shall be elected (as provided herein). At such first annual meeting, the Residential Unit Owners and the Parking Unit Owners shall elect the Residential Board consisting of three (3) members. The Condominium shall then proceed to elect a Condominium Board consisting of three (3) members, four (2) members to be designated by the Residential Board (the "Residential Board Members") and one (1) member to be designated by the Commercial Unit Owner(s) (the "Commercial Board Member"). If the Residential Board cannot agree on the two (2) members who will serve on the Condominium Board, the two (2) Members who received the most votes from the Residential Unit Owners and the Parking Unit Owners shall serve on the Condominium Board. For so long as Declarant owns at least one (1) Residential Unit, Declarant shall be entitled to designate at least one of the Residential Board Members and shall be entitled to be one of the two (1) Board Members entitled to a position on the Condominium Board.

Thereafter, annual meetings of Unit Owners shall be held on a date within forty-five (45) days of the anniversary of the first annual meeting. Unit Owners shall receive no less than twenty (20) days' written notice of such annual meetings. At each annual meeting, the Residential Unit Owners shall elect the three (3) members of the Residential Board as provided above, who shall each serve for a one-year term. There shall also be transacted such other business as may properly come before such meeting. Written notices of persons who intend to be stand for election to the Residential Board shall be delivered to the managing agent by such person or the persons who wish to designate such persons no less than fourteen (14) days prior to the annual meeting of Unit Owners.

3.2 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the Board.

3.3 Special Meetings. The President of the Condominium Board shall call a special meeting of the Unit Owners, if so directed by resolution of the Board or upon a petition signed and presented to the Secretary-Treasurer of the Condominium by not less than fifteen (15%) percent in Common Interest of Unit Owners.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting shall be given by the Secretary-Treasurer of the Condominium Board to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purpose(s) of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or electronic transmission, at least five (5) Business Days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address as any Unit Owner has designated by notice in writing to the Secretary-Treasurer at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be

conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least five (5) Business Days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, the majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

(a) Roll call;

(b) Proof of notice of meeting;

(c) Reading of minutes of preceding meeting;

(d) Reports of officers;

(e) Reports of members of the Board;

(f) Reports of committees, if applicable;

(g) Election of inspectors of election (when so required);

(h) Election of members of the Board (when so required);

(i) Unfinished business; and

(j) New business.

3.7 Title to Units. Title to Units may be taken by any individual, corporation, partnership, limited liability company, association, trust or other entity, or any two (2) or more of such owners as joint tenants, tenants-in-common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 Voting.

3.8.1 Each Unit Owner (which includes a Residential Unit Owner, a Parking Unit Owner and a Commercial Unit Owner) or a person designated by such Unit Owner to act as proxy on its behalf (who need not be a Unit Owner) shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary-Treasurer of the Board and shall be revocable at any time by written notice to

such Secretary-Treasurer by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board and the Common Interest of any such Unit shall be excluded from the total of Common Interests when computing the interest of the Unit Owners for voting purposes.

3.8.2 Except as set forth in Sections 3.8.1 and 3.9, at all meetings of Unit Owners (including meetings of the Residential Unit Owners), each Unit Owner (or its proxy) entitled to vote thereat (including the Declarant) shall be entitled to cast one vote for each 0.0001 percent (rounded off to the nearest .0001 percent) of Common Interest attributable to its or its Unit.

3.9 Election of Board Members.

3.9.1 The members of the Residential Board shall be elected by the Residential Unit Owners and the Parking Unit Owners and members elected shall be determined by plurality vote. For so long as a single Owner owns the Commercial Units, the Commercial Unit Owners shall appoint an individual to serve as the member of the Condominium Board representing the Commercial Units. In the event Board Member their representative Member, unless a Commercial Board has been created pursuant to Section 2.21, in which event that Commercial Board shall appoint the representative to the Condominium Board.

3.9.2 When voting for members of the Residential Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interest owned by such Unit Owner, and, in addition, the name of the proxy if a proxy casts such ballot. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Section 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.10 Majority of Unit Owners. Except as may otherwise be provided by applicable law, as used in these By-Laws, the term "Majority of Unit Owners," means those Unit Owners, having more than fifty and one-hundredth percent (50.01%) of the total authorized votes of all Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.11 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than fifty (50%) percent of Residential Units and the Parking Units provided that the Commercial Unit Owner(s) is present shall constitute a quorum at all meetings of Unit Owners, except that the Condominium Board or the Residential Board shall have the absolute right to require an adjournment of such meetings for not longer than thirty (30) days unless any emergency exists. In the event that the Commercial Unit Owner(s) or fifty (50%) percent of the Residential Unit Owners based upon both the number of Residential Units and percentage of Residential Common Interests are not present at any such meeting, the Board may adjourn the meeting to another date on not less than seven (7) Business Days' notice.

3.12 Majority Vote. Except where otherwise provided by applicable law, the Declaration or these By-Laws, at all meetings of Unit Owners, the affirmative vote of a Majority of all Unit Owners shall be binding upon all Unit Owners for all purposes, provided, however, no such vote may adversely affect any Unit.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Residential Board shall be (a) a President, (b) a Vice President; (c) a Secretary/Treasurer. The Residential Board and/or the Condominium Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Except for the President, none of the officers of the Condominium need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Board. Any officer may hold multiple offices. The officers of the Condominium Board shall be (a) a President, (b) a Vice President; (c) a Secretary/Treasurer.

4.2 Election of Officers. The officers of the Condominium shall be appointed annually by the Residential Board and the Condominium Board, as applicable, at the organizational meeting thereof to be held promptly following the annual meeting of Unit Owners.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Residential Board or the Condominium Board, as the case may be and any officer may be removed, either with or without cause. A successor officer may be elected at any regular meeting or Special Meeting called for such purpose, of the Residential Board or the Condominium Board, called for such purpose.

4.4 President. The President of the Residential Board shall be the chief executive officer of the Condominium and shall preside at all meetings of Unit Owners and at all meetings of the Residential Board and the Condominium Board. The President 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 Unit Owners, from time to time, as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Condominium. The President of the Board shall be appointed by the Board Members elected by the Residential Unit Owners.

4.5 Vice President. The Vice President of the Residential Board shall take the place of the President of the Condominium and perform the duties of the President whenever such President shall be absent or unable to act. If both the President and the Vice President of the Residential Board are unable to act, the Residential Board members who designated such President and Vice President shall appoint the same to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall be delegated to him, from time to time, by the Board or by the President of the Condominium.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all meetings of Unit Owners and of the Board. The Secretary shall be in charge of such books and papers as the Board shall direct and 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.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the managing agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York. The Treasurer shall be a Board Member elected by the Residential Unit Owners.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, any significant expenditure in excess of $10,000, which is a General Common Expense by the Condominium Board, must be countersigned by two (2) members of the Condominium Board, which shall include one (i) Member designated by the Commercial Unit Owner and one (1) Member of the Residential Board). If for any reason whatsoever one member refuses to countersign such an expenditure which has been authorized, the Condominium Board shall designate and authorize another Board member to countersign the expenditure.

4.9 Compensation of Officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or registered mail, return receipt requested, to the office of the Board or to such other address as the Board may designate, from time to time, by notice in writing to all Unit Owners and Permitted Mortgagees, as the case may be, and if there is a managing agent or manager of the Board, a duplicate shall be sent in like manner to such managing agent or manager. All notices to any Unit Owner shall, except as otherwise provided herein, be in writing and shall be deemed to have been given if delivered personally or sent by certified mail, return receipt requested, or by reputable overnight courier to the Property address of such Unit Owner or to such other address as may have been designated by such Unit Owner, from time to time, in writing, to the Condominium Board. All notices to Permitted Mortgagees shall be sent by certified or registered mail or by reportable overnight courier e.g. FEDEX, return receipt requested, to their respective addresses, as designated by them, from time to time, in writing to the Condominium Board. Except as otherwise expressly

provided herein, all notices shall be deemed to have been received on the date of personal delivery or on the fifth (5th) day after mailing.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by applicable law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, (i) the General Common Elements ("General Common Expenses") shall be determined by the Condominium Board and (ii) the Residential Common Elements ("Residential Common Expenses") and the Garage (the "Garage Expenses") shall be determined by the Residential Board, as set forth below, and, shall be borne by (a) all Unit Owners, with respect to the General Common Expenses, (b) the Residential Unit Owners, with respect to the Residential Common Expenses and (c) the Parking Unit Owners with respect to the Garage Expenses. General Common Expenses, Residential Common Expenses and Garage Expenses shall also include all such other items provided for in the Declaration or these By-Laws to the General Common Expenses, Residential Common Expenses and the Garage Expenses as applicable. General Common Expenses, Residential Common Expenses and the Garage Expenses, shall also include such amounts as the Condominium Board or the Residential Board, as applicable, may deem proper for a general operating reserve or, if determined by the Condominium Board, or the Residential Board, as applicable, for a reserve for working capital or for replacements with respect to each of the General Common Elements, the Residential Common Elements and the Garage. The Condominium Board and the Residential Board shall, from time to time, and at least annually prepare a budget to meet General Common Expenses and Residential Common Expenses, respectively. The Condominium Board and the Residential Board shall allocate and assess, with respect to (a) the General Common Expenses, to all Unit Owners, *pro rata* in accordance with the aggregate respective Common Charges Percentage thereof (the "General Common Charges"), (b) the Residential Common Expenses, to the Residential Unit Owner(s) *pro rata* in accordance with the respective Residential Common Interests of each such Residential Unit Owners (the "Residential Common Charges") and (c) the Garage Expenses, to the Parking Unit Owner(s) *pro rata* in accordance with the respective Parking Common Interests of each such Parking Unit Owners (the "Parking Common Charges"). The General Common Charges, the Residential Common Charges and the Parking Common Charges, are collectively referred to herein as the "Common Charges". The Commercial Unit Owners shall be liable only for the payment of General Common Charges to the extent set forth in Section 6.1.2.3 below.

6.1.2 General Common Expenses.

6.1.2.1 General Common Expenses shall include, but shall not be limited to the following: (i) "Special Form", fire/multi-peril insurance for the Building; (ii) commercial liability insurance; (iii) boiler maintenance of shared boiler and shared water treatment, if any; (iv) certified accounting statements to be prepared on an annual basis and the filing any required tax returns for the Condominium; (v) fire protection systems including any telephone lines required by New York City or other authority of competent jurisdiction for the Building; (vi) the cost of any service contracts, licenses, and inspections required in connection with clause (v) above; (vii) water and sewer charges; (viii) maintenance of any water meter and the cost of the meter reading service for the entire building; (ix) costs for repairs, maintenance and supplies for the maintenance of the building common elements; (x) service contracts for the Common Elements; (xi) the Building manager/superintendent; (xii) management fees with any third party managing agent for the entire Building; (xiii) maintenance of the façade; and (xiv) cost of sidewalk repairs and/or replacements not required due to the willful acts of a Unit Owner, which shall be the responsibility of such Unit Owner. General Common Expenses shall also include the expense for any service that benefits all of the Units, which shall be shared in accordance with each Unit Owner's Common Interest, except to the extent that such General Common Expenses should be pro-rated based upon actual usage (such as those expenses where the usage is measured by a submeter).

6.1.2.2 In accordance with Section 339-m of the New York Real Property Law, the liability of (a) the Residential Unit Owners for the payment of General Common Expenses shall be based upon the Common Interest/Common Charges Percentages appurtenant to each of the Residential Units, which in the aggregate, shall equal 96.5193 percent, (b) the Parking Unit Owners for the payment of: (x) Certain of the General Common Expenses which shall be based upon the Common Interest/Common Charge Percentage appurtenant to each of the Parking Units, which in the aggregate, shall be 0.9523 percent and (y) the Parking Common Expenses in an amount equal to the Parking Common Interest appurtenant to each of the Parking Units; and (c) the Commercial Unit Owners, in the aggregate, shall be limited to the payment of certain General Common Expenses in a portion thereof equal to the Common Interest/Common Charge Percentage appurtenant to the Commercial Units, which in the aggregate shall be 2.6850 percent. The Residential Common Interests and the Parking Common Interests shall be determined Section 339-i(iv), *i.e.* based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use and the overall dimensions of any individual Unit.

6.1.2.3 The General Common Expenses for the Condominium that will be payable by the Parking Unit Owners shall be equal to the aggregate Common Interest assigned to the Parking Units, *i.e.* 0.9523% of the following expenses: (a) insurance premiums, management fees, professional expenses (e.g.

legal, audit and professional fees), and certain Maintenance Costs, and (i.e. , income taxes, and contingency; (b) certain repairs and maintenance costs which include: Fire and Safety Equipment, Pumps, Motors, and Fans, Plumbing Repairs and Maintenance, and Electrical Repairs and Maintenance; other Repairs & Maintenances and (ii) certain Service and Supply costs, including: Alarm Maintenance; Compactor Maintenance, Landscaping Contract, Snow Removal, Cleaning Supplies, Electrical Supplies, Hardware Supplies, and (c) a portion of the Resident Manager's salary and one porter's salary to cover base building maintenance and staff supervision, which amount shall be 2.0% of the total Resident Manager cost (wages & taxes) and 1.0% of the total of one (1) Porter. In addition, the Parking Unit Owners in the aggregate shall be responsible for 100 percent of the Parking Common Expenses which include the maintenance and repairs of the Self-Parking Equipment.

6.1.2.4 In the event of any dispute with respect to the allocation of the expenses between the Unit Owners, the Unit Owners shall submit such dispute to Arbitration in accordance with Article 12 hereof.

6.1.3 Special Assessments. In addition to General Common Charges and Residential Common Charges, Unit Owners shall be required to pay to the Condominium amounts charged by the Condominium Board or the Residential Board to the Unit Owners or the Residential Unit Owners, respectively, for the purpose of paying non-recurring, extraordinary expenses, including, but not limited to, expenses to perform capital improvements ("Capital Work"), with respect to the General Common Elements and/or the Residential Common Elements, as may be applicable (collectively, "Special Assessments"). Special Assessments shall be paid by (i) the Unit Owners to the Condominium Board in accordance with the Common Charge Percentage appurtenant to the Unit belonging to such Unit Owner, or (ii) the Residential Unit Owners to the Residential Board in accordance with the Residential Common Charge Percentage appurtenant to the Residential Unit belonging to such Residential Unit Owner.

6.1.4 Responsibility for Commercial Storefronts; Sidewalk Maintenance. Notwithstanding anything to the contrary set forth or otherwise implied herein, the maintenance and repair of the storefront of the Commercial Units and that portion of the Building façade that is adjacent to the Commercial Units shall be the sole responsibility of the Commercial Unit Owners and the maintenance and repair of the façade above the second floor shall be the sole responsibility of the Residential Unit Owners (excluding however, repairs that are covered by insurance). The Commercial Unit Owners and the Residential Board shall each be responsible to maintain and keep clean and free of snow, ice and debris, those portions of the sidewalk in front of and adjacent to their respective Units, or in the case of the Residential Board, the entrance to the Residential Section and the Commercial Unit Owner or the Residential Board, as applicable, shall each be responsible for any violations created by reason of their respective failure not to properly maintain and keep the same in good repair. However, repairs and replacement of the sidewalk, in the ordinary course, will be a General Common Expense as provided in Section 6.1.2 above.

6.1.5 Budgets. Such budgets should include such amounts for reserves, as the Condominium Board deems appropriate. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses and Residential Common Expenses in accordance with sub-metering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable law. Notwithstanding anything to the contrary set forth above, the Condominium Board may not modify its method of allocations and assessments or increase the number of building employees in such a manner as would increase the Common Charges otherwise payable by any Unit Owner or the Residential Common Charges paid by the Unit Owners, without the consent of the Residential Board and the Commercial Unit Owner.

6.1.6 Approval of Budgets. The Commercial Unit Owners and the Residential Board shall have a period of twenty (20) days following receipt of each proposed Annual Budget and each proposed Capital Budget to review and object to the same. Failure to object within the twenty (20) days shall be deemed an approval of such proposed Annual Budget or proposed Capital Budget, as applicable. Notwithstanding the foregoing, the Commercial Unit Owner or the Residential Board may only object to a proposed Annual Budget or proposed Capital Budget on the grounds that such proposed Annual Budget or proposed Capital Budget is not sufficient to provide the services required in Sections 6.1.2 and 6.1.3 above and maintain the Property consistent with other similar buildings in the immediate vicinity of the Building ("Comparable Buildings") and such objection shall set forth in reasonable detail the specific items as to which the Commercial Unit Owner (or the Residential Board, as applicable) believes the proposed Annual Budget or proposed Capital Budget is inadequate and the basis therefor. If a member of the Condominium Board shall object to any proposed Annual Budget or proposed Capital Budget in accordance with the foregoing provisions of this subsection 6.1.6, the Condominium Board members shall attempt to resolve such objection and in the event of such resolution, the Condominium Managing Agent shall revise the Annual Budget and/or Capital Budget accordingly. In the event that the dispute cannot be resolved by the Commercial Unit Owner and the Residential Board, as aforesaid, such dispute shall be submitted to Arbitration, and in such event, the Annual Budget and/or Capital Budget which have been previously in effect, shall remain in effect until such time as the Condominium Board members shall have otherwise resolved such dispute or such Arbitration has been finally determined.

Notwithstanding anything contained herein to the contrary, any and all costs and expenses paid or incurred by the Condominium in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to (a) any Residential Common Element shall be allocated and assessed as a Residential Common Expense solely to the Residential Unit Owners, or (b) any Commercial Common Element shall be allocated and assessed as a Commercial Limited Common Expense solely to the Commercial Unit Owner.

6.1.7 Excess Revenues; No Benefits to Unit Owners. The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the

Condominium Board as agent for and on behalf of the Unit Owners. In no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Limited Common Elements appurtenant to such Unit. Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of condominium property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.1.8 Real Estate Taxes as Common Expense. Common Expenses shall include real estate taxes on the Property until the Units are separately assessed, if applicable, and shall be payable by the Unit Owners in accordance with the Common Interest Percentages allocated to their respective Units.

6.2 Insurance.

6.2.1 The Condominium Board shall be required to obtain and maintain, to the extent obtainable, the following insurance: (a) fire insurance with "all risk" or "special causes" endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein and covering the interests of the Condominium, the Board and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount not less than an amount sufficient to avoid any defense based on co-insurance, with a "Replacement Cost" endorsement or other insurance or of any invalidity arising from any acts of the insured and of *pro rata* reduction of liability, but in no event greater than the full insurable replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; each of said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for one (1) year; (c) worker's compensation and New York State disability benefits insurance; (d) water damage legal liability insurance; (e) elevator liability and collision insurance; (f) boiler and machinery insurance; (g) plate glass insurance to the extent, if any, determined by the Condominium Board; (h) at the option of the Condominium Board, fidelity insurance covering the Board and all officers, directors, managing agents and employees of the Condominium; and (i) such other insurance as the Condominium Board may reasonably determine. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a General Common Expense and shall be borne by the Residential Unit Owners and the Commercial Unit Owner in accordance with the Common Charge Percentages appurtenant to the respective Units owned by such Unit Owner.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by the Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess

of $500,000.00, shall be payable to a bank or trust company designated by the Condominium Board as Insurance Trustee pursuant to the provisions of Section 13.5.

6.2.3 All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro-rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all of the insureds, including all Permitted Mortgagees. Upon request in each instance, duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, shall be delivered to Unit Owners and Permitted Mortgagees at least twenty (20) days prior to expiration of the then current policies.

6.2.4 The Board also shall be required to obtain and maintain comprehensive general liability insurance in such limits as the Board may from time to time determine, covering (a) the Board, the managing agent or manager thereof, each Board member and each officer and employee of the Condominium and (b) each Unit Owner, and all officers, directors and employees thereof, and covering all claims for personal injury or property damage arising out of any occurrence on the Property, except that such policy will not cover liability of a Unit Owner arising from occurrences within its Unit or within the Limited Common Elements, if any, exclusive to its Unit. Such insurance shall also cover cross-liability claims of one insured against another. The Board shall review such insurance limits once each year. Until the first (1st) meeting of the Board following the first (1st) annual meeting of Unit Owners, such liability insurance shall have a limit of no less than $1,000,000.00 covering all claims for personal injury or property damage arising out of one occurrence and $2,000,000.00 in the aggregate with umbrella liability coverage of no less than $5,000,000.00.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Board determines.

6.2.6 The Unit Owners shall each carry, at their expense, insurance on the personal property and improvements contained in their respective Units and public liability insurance in an amount of no less than $1,000,000.00 per occurrence. The Unit Owners shall, upon request, deliver to the Board a certificate of evidence of such insurance. All such policies shall contain waivers of subrogation and shall provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

6.3 Repair or Reconstruction after Fire or Other Casualty.

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless three-fourths or more of the Building is destroyed or substantially damaged and seventy-five percent (75%) or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Condominium Board will arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not

constituting a part of such Unit) and the Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to any Unit and the Limited Common Elements appurtenant thereto, bears to the total cost of repairing all damage or destruction. However, any Unit Owner shall have the right to make all arrangements for the prompt repair and restoration of such Unit Owner's Unit and Limited Common Elements appurtenant thereto; to the extent each is affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, or the Residential Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, or Residential Common Expense or profit, as applicable, respectively, as provided in subsection 6.1.1 or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this subsection 6.3.1 shall be reduced by such amounts as may be required to reduce unpaid liens (other than mortgages which are Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged and if seventy-five (75%) percent or more of all Unit Owners, both in number and in Common Interest, do not promptly resolve to proceed with the repair or restoration of the same, the Building may not be repaired and will be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of the resulting sale, together with the net proceeds of insurance policies, will be divided among all Unit Owners based upon the relative fair market values as determined by an appraiser. Such appraiser shall be an "MAI" appraiser selected by the Condominium Board and shall have no less than fifteen (15) years' experience in the valuation of mixed-use buildings in New York, NY. In the event of any dispute of the determination of such appraiser, such dispute shall be submitted to arbitration, which shall be conducted in "baseball" format. No payment shall be made to a Unit Owner until there first has been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to eradicate all unpaid liens on its Unit (including, without limitation, mortgages that are Permitted Mortgages) in the order of priority of such liens. If Declarant or a successor owner of Unsold Units is then a Unit Owner, Declarant or such successor owner of Unsold Units will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Building. Notwithstanding anything to the contrary contained herein above, in the event that fifty (50%) percent or more of the Units, both in number and in Common Interest, are encumbered by Permitted Mortgages, any action to not repair or restore the Building shall require the consent of no less that fifty-one (51%) percent of the holders of such Permitted Mortgages. As used in this Section 6.3, the words "promptly resolve" shall mean not more than sixty (60) days from the date of such damage or destruction.

6.3.3 Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Managers and the Unit Owner or Unit Owners that it holds

proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work, or not more than ninety (90) days from the date the Insurance Trustee notifies the Board of Managers and Unit Owner or Unit Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are payable to the Board of Managers, not more than sixty (60) days from the date of receipt by the Board of Managers of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work. Whenever the words "promptly resolve" are used it shall also mean not more than sixty (60) days from the date the Board of Managers notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of the work (as the case may be).

6.3.4 The Condominium Board will notify any Permitted Mortgagee of any fire or other casualty affecting the Unit secured by such Permitted Mortgage.

6.3.5 Any dispute between Unit Owners or between any Unit Owner and/or any Permitted Mortgagee and the Board arising pursuant to this Section 6.3 shall be determined in accordance with Article 12.

6.4 Payment of Common Charges.

6.4.1 All Unit Owners shall be obligated to pay General Common Charges assessed by the Condominium Board in accordance with the Common Charge Percentage appurtenant to the respective Unit belonging to such Unit Owner, pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the Condominium Board determines. The Unit Owners that own the Residential Units shall also be responsible to pay Residential Common Charges that are in payment of Residential Common Expenses. In addition, Unit Owners shall be obligated to pay to the Condominium Board those expenses reasonably determined by the Board to be the obligation of one or more of the Unit Owners, e.g. any violations posted against the Building by reason of work being performed by one or more of the Unit Owners. Unit Expenses shall be payable as Common Charges by the Unit Owners who own the Unit against which any Unit Expenses are assigned. Unless otherwise determined by the Condominium Board, Common Charges and Unit Expenses, if any, will be payable monthly, in advance, on the first (1st) day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against its Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interest. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages (to be satisfied upon the transfer) and the statutory lien for unpaid Common Charges; and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey such Unit together with its appurtenant Common Interest, to the Board or its designee, on behalf of all Unit Owners, and in such event be exempt from Common Charges, thereafter accruing. However, in no event shall the Declarant or a successor owner of the Unsold Units be

permitted to convey any Unsold Unit to the Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges (including Residential Common Charges) accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by applicable law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgagee which holds a first mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges that accrued prior to such sale. Except to the extent prohibited by applicable law, the Board, on behalf of all Unit Owners, shall have a lien for Common Charges unpaid to it by such Unit Owner, together with interest thereon assessed against such Unit, in proportion to its Common Interest.

6.4.3 All liens provided for in subsection 6.4.2, to the extent permitted by applicable law, shall be subordinate to liens for real estate taxes and any *first* mortgage liens. As used in these By-Laws, the term "Permitted Mortgage" means only a mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of these By-Laws.

6.4.4 In the event that prior to the Units being separately assessed for real estate tax purposes, a Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Section 6.4.2) for any such accrued and unpaid amounts. After assessment, Unit Owners will be reimbursed for any overpayment of real estate taxes or assessed for an underpayment.

6.5 Collection of Common Charges. The Board shall take prompt action to collect any Common Charges due to the Board remaining unpaid for more than thirty (30) days after the due date for payment thereof, including, without limitation, the institution of such actions for the recovery of interest and expenses as provided in this Article 6.

6.6 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges, such Unit Owner shall be obligated to pay (a) a "late charge" of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) interest at the rate of two (2%) percent per month (but in no event in excess of the maximum rate permitted by applicable law) on such unpaid amounts (less any "late charges" theretofore collected on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by its managing agent or manager in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by applicable law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

6.7 Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rent for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase any such Unit, and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the votes appurtenant to such Unit). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

6.8 Statement of Common Charges. The Board shall promptly provide any Unit Owner who so requests with a written statement of all unpaid Common Charges due to it from Unit Owners.

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decoration, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Unit and the interior side of entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense.

6.9.2 The Residential Board shall be responsible for cleaning and general upkeep and maintenance of all common interior spaces located within the Residential Section that are designated as Residential Common Elements and the Balcony, Loggia or Terrace appurtenant to any Residential Units, which are Limited Common Elements appurtenant to a single Residential Unit. The Condominium Board shall maintain, paint, decorate, and make all repair and replacements, whether structural or non-structural, ordinary or extraordinary in or to the General Common Elements (except as provided otherwise herein), including, without limitation, the building structure, the façade (excluding however, the storefront, windows and doors of the Commercial Units), the utility and Building Systems (excluding however, those portions of the Building Systems that are the responsibility of the Unit Owners pursuant to the Declaration and these By-Laws). The Residential Board shall maintain, paint, decorate, and make all repairs and replacements, whether structural or non-structural, ordinary or extraordinary in or to the Residential Common Elements and the expense thereof shall be charged to the Residential Unit Owner, as a Residential Common Expense. The Residential Board shall make all repairs and replacements, whether structural or non-structural, ordinary or extraordinary in or to the Residential Common Elements and Limited Common Elements appurtenant to individual Residential Units, the cost and expense of which shall be charged to the Residential Unit Owners as a Residential General Common Expense unless such repairs and/or replacements were required due to the negligence of such Unit Owner to which such Limited Common Element is appurtenant, in which event the cost thereof shall be charged to such Residential Unit Owner as a Unit Expense.

6.9.3 The Condominium Board shall make all repairs and replacements, whether structural or non-structural, ordinary or extraordinary in or to the General Common Elements, the cost and expense of which shall be charged to the Unit Owners as a General Common Expense.

6.9.4 In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect (a) of any Unit Owner, the entire cost thereof shall be borne by such Unit Owner as a Unit Expense, or (b) by the Residential Board, the entire cost thereof shall be charged to the owners of the Residential Units, as a Residential Common Expense, (c) by the Condominium Board, the entire cost thereof shall be charged to all Unit Owners as a General Common Expense, except in all such cases, to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.5 Neither the interior nor the exterior glass surfaces of any windows located in the Residential Section shall be colored or painted. All Unit Owners shall be responsible to clean and maintaining the interior and exterior surfaces (to the extent that the same are accessible from any Balcony, Terrace or Loggia appurtenant to a Unit) of the windows in their respective Units. The Condominium Board shall be responsible to clean the exterior surfaces of the windows that cannot be accessed from any Balcony, Terrace or Loggia appurtenant to a Residential Unit. All window treatments in the Residential Units will be uniform and may be changed from time to time by the determination of the Board. Furthermore, all replacements of glass portions of Balconies, Loggias and Terraces appurtenant to any Residential Unit shall be made by the Residential Board, at the cost and expense of all Residential Unit Owners.

6.9.6 Each Unit and all portions of the Common Elements and Limited Common Elements shall be kept in good order and condition (and with respect to any Balcony, Loggia or Terrace or any part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board or Residential Board , whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board or the Residential Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (a) the Board, with respect to such parts of the Building required to be maintained by it and (b) each Unit Owner, with respect to the interior surfaces of windows and window treatments in or appurtenant to its Unit.

6.10 Private Elevator Lobbies; Fire Door System

Residential Units Penthouse A a/k/a PHA, Penthouse B a/k/a/ PHB, Penthouse C a/k/a PHC, Penthouse D a/k/a/ PHD, and Penthouse E a/k/a PHE (each, a "Full Floor Unit") shall consist of the entire floor and each contain a Private Elevator Lobby, which is included in the measurements of each Full Floor Unit (each a "Private Elevator Lobby" or, collectively, the "Private Elevator Lobbies"). Each Private Elevator Lobby (a) is an "intervening public hall"

pursuant to 2022 Building Code §1014 ("BC §1014"), (b) will be constitute a "public corridor" pursuant to 2022 Building Code §1018 ("BC §1018") serving as emergency exit egress into the stair hall for each respective Floor; and (c) shall be equipped with fire doors that will provide access to the public egress stairs from the Private Elevator Lobby ("Fire Doors"). The Fire Doors will be equipped with door closers and fail-safe electric locks that interface with the fire alarm system for the Building ("Fire Alarm System"). Such Fire Doors will remain locked at all times to prevent access by any person, including the Unit Owners of each Full Floor Unit, and the public, except that the Fire Doors shall automatically unlock simultaneously from the stairwell side upon the activation of the Fire Alarm System or can be unlocked simultaneously from the central location. The Fire Doors are designed to serve as barriers to limit the spread of fire and restrict the movement of smoke. In the event of a fire or other alarm event, the electric, fail-safe locking mechanisms on the Fire Doors providing access from the stair halls to the Private Elevator Lobby(ies) will be released to permit access to the stair halls from the Private Elevator Lobbies (which will then be open for public egress until the situation is rectified). The Fire Doors will be Common Elements; however, the Private Elevator Lobby shall be a portion of each Full Floor Unit. Reference should be made to Section 18.1 of the Declaration for the rights of all Unit Owners, and their respective tenants, occupants and invites into and through the Private Elevator Lobbies in the event of an activation of the Fire Alarm System for emergency egress and to the Residential Board for the performance of its maintenance obligations. The Private Elevator Lobbies and the Residential Unit Owners, who own the Full Floor Units, shall be subject to the following obligations, requirements, and restrictions in accordance with Applicable Law:

6.10.1 The Residential Board shall be obligated to ensure that the Fire Doors are maintained in compliance with all applicable Building Code and Fire Code requirements. Accordingly, all maintenance and repair of the Fire Doors and the Fire Alarm System shall be performed by the Residential Board and/or the Condominium Board, as applicable, and the cost and expense thereof will be charged to all Residential Unit Owners, as a Residential Common Expense or to all Unit Owners, as a Common Expense, if applicable.

6.10.2 All maintenance and repair of the Private Elevator Lobbies shall be performed by the Residential Unit Owner who owns such respective Full Floor Unit, at their sole cost and expense, including the obligation to ensure that their respective Private Elevator Lobby remains in compliance with all applicable Building Code and Fire Code requirements, which may be in addition to all other code compliance obligations that may be relevant to ownership of a Residential Unit in the Condominium.

6.10.3 With respect to the Private Elevator Lobby, Sponsor, the Unit Owners, the Managing Agent, the Residential Board and/or the Condominium Board, if applicable, and all Permitted Users of the Residential Units shall have, in common with all of the others, an easement and easement in, through, and upon the Private Elevator Lobbies for emergency egress and to perform maintenance to, repairs to, and inspections of the Fire Doors, respectively. Please refer to Section 18.1 of the Declaration for the easement granted to the Unit Owners, residents and occupants of the Building for access to and through the Private Elevator Lobbies for emergency egress and to the Residential Board and/or the Condominium Board for the purpose of maintaining Common Elements located within the Residential Units, including the Private Elevator Lobbies. In addition, the Private Elevator

Lobbies and the Fire Doors are subject to periodic inspections by local government authorities having jurisdiction.

6.10.4 Use of a Private Elevator Lobby must comply with all applicable building codes pertaining to "public corridors," including without limitation BC §1014 and New York City Fire Code (the "Fire Code"), Chapter 10 "Means of Egress". As required by Applicable Law and required by the Residential Rules and Regulations, passage through the relevant Fire Door to the stair hall located at either end of each Private Elevator Lobby shall not be restricted in any way. The Residential Unit Owner of each Full Floor Unit should refrain from placing any valuable items within a Private Elevator Lobby and is prohibited from positioning any furniture or other personal property in a manner that would obstruct access to or passage to and from the Fire Doors and stair halls.

6.10.5 The Unit Owner of each Full Floor Unit is prohibited from modifying or tampering with the Fire Doors. Any and all repairs, replacements, and other modifications to the Fire Doors and the Fire Alarm System must be made by the Residential Board and/or the Condominium Board, if applicable, in compliance with Applicable Law. In the event of any failure by any Unit Owner or the Residential Board to comply with the provisions of the Declaration, By-Laws and/or Applicable Law with respect to the Private Elevator Lobbies and/or the Fire Doors, as applicable, such failure may result in a violation being posted against the Unit and/or the Building, which must be removed (which removal may involve, among other things, paying one or more fines) by (a) such Unit Owner at such Unit Owner's sole cost and expense, in the event such failure is by any Unit Owner, or (b) the Residential Board, in the event that such failure is by the Residential Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense.

6.11 Violations of Maintenance Obligations. In the event that any Unit Owner fails or neglects in any way to perform any obligation with respect to the painting, decorating, maintenance, repair or replacement of its Unit or of any Limited Common Element for which such Unit Owner is responsible pursuant to the Declaration or these By-Laws, the Condominium Board may, but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair or replacement provided that (a) the Condominium Board gives such Unit Owner, written notice that such repair or replacement is necessary and that the Condominium Board will complete such repair or replacement in the event such Unit Owner does not promptly act or complete the repair or replacement, and (b) the Unit Owner, within ten (10) days after receiving such notice, fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to prosecute to completion with due diligence the curing of such default. All sums expended and all costs and expenses incurred by the Condominium Board in connection with the making of any such painting, decorating, maintenance, repairs or replacements on behalf of such Unit Owner, together with interest thereon at the rate of two (2%) percent per month (but in no event in excess of the maximum rate permitted by applicable law), shall be immediately payable by such Unit Owner, to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

6.12 Structural Alterations, Additions, Improvements and Repairs of Units.

6.12.1 Except as otherwise provided in the Declaration and in this subsection 6.12.1, no Residential Unit Owner shall make any structural alteration, addition, improvement or repair in or to its Residential Unit, if applicable, without the prior written approval of the Board, which approval shall not be unreasonably withheld or delayed. The Board shall not unreasonably withhold or delay its approval to perform (a) alterations which would combine two (2) or more Units in instances where a Unit Owner owns contiguous Units, or (b) a non-structural alteration that does not affect the Building systems and any interior decorating which does not affect the Building systems may be performed without the Board's prior approval, provided, however all Unit Owners shall be required to comply with applicable laws in connection with any such alteration and to deliver proof of insurance to the Board as provided in Section 6.12.3 below. The alterations in the Commercial Units shall not require the approval of the Condominium Board so long as such alterations are non-structural and do not affect the Building systems serving the Residential Units provided however, the Commercial Unit Owner shall (a) obtain all required permits and comply with all applicable laws and regulations and (b) provide insurance naming the Board of Managers as additional insureds.

6.12.2 Prior to the commencement of any alterations being performed in their Units, all Unit Owners will be required to obtain their own work permits and file separate alteration applications with the appropriate authorities. Such Unit Owners shall be responsible for the cost and expense of obtaining all required "sign offs" from the appropriate governmental authorities in connection with any open building permits or alteration applications filed for the Unit.

6.12.3 Prior to the commencement of any alterations being performed in their respective Units, all Unit Owners will be required to obtain from the contractors performing the work proof of liability insurance naming the Condominium Board and its managing agent or manager as additional insureds in an amount of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate, which amounts may be increased by the Board from time to time to limits commensurate with insurance amounts for similar properties in New York City.

6.12.4 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold the Condominium Board and all other Unit Owners harmless from any liability or damages arising therefrom.

6.12.5 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Board shall be executed by the Board, provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, materialman, architect or engineer retained by the Unit Owner on account of such alteration,

addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom.

6.12.6 In no event shall any alteration performed by any Unit Owner alter the façade of the Building (other than the storefront appurtenant to the Commercial Unit(s)) or have a material adverse effect on the structural, mechanical equipment or plumbing elements of the Building, unless approved by the Condominium Board and/or the Residential Board, as may be applicable. In the event any alteration by any Unit Owner causes the insurance premiums or the maintenance costs for the other Units or a part thereof or the Condominium to increase, then such Unit Owner shall pay such excess insurance premiums and/or maintenance costs, as applicable, as a Unit Expense.

6.13 Alterations, Additions or Improvements to Common Elements. Except as otherwise provided in the Declaration or these By-Laws, all alterations, replacements, additions, improvements or repairs in or to any General Common Element or Residential Common Element shall be made by the Board or Unit Owner(s) required to maintain such General, Limited or Residential Common Element and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense, or to the Residential Unit Owners, as a Residential Common Expense, or to the Unit Owner(s) responsible therefor, as the case may be. Whenever in the judgment of the Board, the cost of any such alteration, replacement, addition, or improvement would exceed $500,000, subject to adjustment by the Consumer Price Index (as herein defined) in the aggregate in any calendar year (except if such alteration, replacement, addition, or improvement is provided for in a duly approved budget), then such proposed alteration, replacement, addition, or improvement shall not be made unless first approved by a Majority Vote of the Unit Owners that will be required to bear the cost and expense thereof as aforesaid with respect to alterations, replacement, additions, or improvements made by the Board. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, or improvements costing in the aggregate less than $500,000 in any calendar year may be made as aforesaid without the approval of the Unit Owners. Required replacements repairs to the General Common Elements including replacement of existing elements of the Building shall be made by the Board in its own discretion regardless of the cost therefor. Notwithstanding anything to the contrary set forth in these By-Laws, (i) to the extent that the alterations, additions, improvements or repairs are to be made in or to any General Common Elements and paid for as a General Common Expense, such alterations shall require the consent of the Commercial Unit Owner and the Residential Unit Owners, which consent may not be unreasonably withheld or delayed as to any alteration required by applicable law or being performed by prudent owners of similar buildings. In the event that the Condominium Board fails to make necessary repairs to General Common Elements for which it is responsible within a commercially reasonable time, to the extent that any such General Common Elements are located within and/or serve the Commercial Unit(s), and the failure of the Condominium Board to make such repairs has a material adverse impact on the use of the Commercial Unit(s) for the permitted purposes of the same, the Commercial Unit Owner shall have the right, upon ten (10) Business Days' notice to the Condominium Board, to perform such repairs on behalf of the Condominium Board. In such event, the Commercial Unit Owner shall be entitled to be reimbursed for the reasonable cost of such repairs.

6.14 Reserve Fund. The Condominium Board and/or the Residential Board shall have the right, but not the obligation, to establish a Reserve Fund for the sole purpose of costs and expenses related to capital repairs, replacements, and improvements.

6.15 Special Alterations of Certain Common Elements.

6.15.1 In the event that, pursuant to any of the provisions of these By-Laws, any consent by the Board or any Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (collectively, sometimes referred to in this Section 6.15 as a "Special Alteration") proposed to be made by any Unit Owner or the Board (collectively, sometimes referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by the Board or such Unit Owner (referred to in this Section 6.15 as the "Consenting Party"). The Proponent shall give the Consenting Party notice setting forth in reasonable detail the material aspects of such proposed Special Alteration. If the Consenting Party does not give notice of any objection to the Proponent within twenty (20) days after the Proponent gives its notice, then the Consenting Party shall be deemed to have consented to the making of the proposed Special Alteration. If the Consenting Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Consenting Party) within such twenty (20) day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration the question of whether or not the Consenting Party unreasonably withheld its consent, such Arbitration to be pursuant to Article 12 and the provisions of this Section 6.15. In such Arbitration, it shall be determined that the Consenting Party unreasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Special Alteration to be paid by it and (ii) that all costs and expenses for maintaining and repairing such Special Alteration after its completion will not be charged to the Consenting Party, (b) the proposed Special Alteration would not unreasonably or unnecessarily interfere with the use and enjoyment of the owners, tenants and occupants of those Units affected by the Special Alteration and (c) the proposed Special Alteration would not materially threaten or weaken the structure of the Building.

6.15.2 Nothing contained in subsection 6.15.1 hereof shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as the Proponent believes will meet the objections of the Consenting Party or of any arbitrator or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any alteration to other Common Elements without the approval of the Consenting Party (unless otherwise expressly provided elsewhere herein or in the Declaration).

6.16 Restrictions on Use of the Residential Units.

6.16.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

6.16.1.1 The Residential Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other legal entity. The Residential Units within the Residential Section shall be used for residential purposes only, subject to the use of Residential Units for "home occupations" as permitted by law and in conformance with the terms and conditions of the then existing certificate of occupancy for the Building and applicable federal, state and local governmental and municipal laws, rules and regulations.

6.16.1.2 Notwithstanding the provisions of this subsection 6.16.1, the Declarant or the Residential Board may, without the permission of the Board (a) grant permission for the use of a Residential Unit as a professional office or for any other purpose provided such use is permitted by applicable law, does not violate the then existing certificate of occupancy for such Residential Unit and the user of such Residential Unit, or a part thereof, complies with all applicable governmental regulations; (b) grant permission to or use a Residential Unit in connection with a movie or photo shoot and (c) use the Residential Unit, or any portion thereof, as models and sales and/or promotion offices in connection with the sale or rental of any Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations.

6.17 Use of Common Elements.

6.17.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which the same are reasonably suited.

6.17.2 Subject to the rights of Unit Owners with respect to those Common Elements reserved for exclusive or shared use, the sidewalks, entrances, vestibules, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building that are Common Elements or Residential Common Elements shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

6.17.3 No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the halls or on any of the staircase or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, and roofs or placed upon the windowsills of the Building.

6.17.4 The provisions of subsection 6.17.1 hereof shall not apply to the Declarant or its successor so long as there are any Unsold Units, provided, however, that no such party shall use such Common Elements in such a manner that will unreasonably interfere with the use of the other Units for the permitted purposes thereof.

6.18 Use of Parking Units. Parking Units may be used solely for accessory parking only by a Residential Unit Owner or a tenant of a Residential Unit. In no event may any Parking Unit be used as a dwelling space or for storing property other than a motor vehicle intended for private use or for any property, including property stored in an automobile parked in the Parking Unit that: (a) constitutes an inflammable, combustible, explosive or other dangerous item; (b) has an

objectionable odor; or (c) is deemed by Sponsor or the Condominium Board, in either's sole and absolute discretion, not to be in conformity with the general welfare of the Building. No materials that pose a health or safety threat or which otherwise create a nuisance may be stored in any Parking Unit or in any vehicle parked in a Parking Unit. Doing so may result in a violation placed against the Building by the Department of Buildings that will be the obligation of the Parking Unit Owner to remove. Notwithstanding the foregoing, Unsold Parking Units may be used for any legally permitted purpose, subject to Article 10 of the Declaration and the certificate of occupancy. Except with respect to Unsold Parking Units, Parking Units may be leased by the Unit Owners thereof to tenants of Residential Units only and for periods of one year or longer, as provided in the By-Laws. Unsold Parking Units may be leased by Sponsor or by a successor owner of Unsold Parking Units for any period on any terms determined by Sponsor and for any use that is consistent with the existing certificate of occupancy then in effect for the Building.

6.18.1 All Parking Unit Owners own a Residential Unit at all times while they own a Parking Unit, provided, however, the foregoing restriction shall not apply to: (i) Sponsor or its successor; or (ii) the Board or its assignees. If at any time a Parking Unit Owner sells its Residential Unit and no longer owns any Residential Unit in the Building, it shall simultaneously convey its Parking Unit to the Purchaser of its Residential Unit or to another owner of a Residential Unit. The Board shall have the right to enforce the covenants set forth in the Parking Unit deeds that restrict the ownership of a Parking Unit to a Residential Unit Owner and may commence an action to obtain a declaratory judgment to compel any Parking Unit Owner who remains in title following the sale of their Residential Unit to convey the Parking Unit to the Board in exchange for payment of the then fair market value of such Parking Unit. If the Board is required to bring such action, the Board shall be entitled to recover all attorney's fees and expenses incurred in connection therewith.

6.18.2 Neither the Board nor Sponsor will be responsible for any loss of or damage to vehicles (parked or items stored within a vehicles) within the Garage. Parking. Unit Owners who store vehicles (or items within the vehicles) in the Parking Units do so entirely at their own risk. Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored vehicles and any personal property stored within their vehicles. Residential Unit Owners must comply with applicable Legal Requirements regarding the Parking Units which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

6.18.3 Parking Unit Owners will be required to pay Common Charges to the Condominium and, until the City issues a bill for each of the Parking Units, the real estate taxes are attributable to each of the Parking Units. The Common Charges amount assessed to each Parking Unit are intended to cover the annual expenses incurred by the Condominium to maintain and operate the Garage (the "Garage Expenses"), including, but not limited to, maintenance and repair of the automated system, electricity (including the electricity required for the electric vehicle charge), HVAC, insurance and miscellaneous cleaning and administrative expenses associated therewith. Each year, when the Condominium Board prepares its annual budget covering the Common Expenses of the Condominium, it shall account for the Garage Expenses and shall assess each Parking Unit Owners for the same on a pro rata basis.

6.19 Parking Unit for Disabled Persons.

6.19.1 As required by Legal Requirements, Parking Unit 5, has been designated as a parking space for a disabled person (the "Disabled Parking Unit"), and is so identified on Schedule B of this Declaration. A "Disabled Unit Owner" shall mean a Residential Unit Owner who has obtained (or has a family member who resides in such Residential Unit who has obtained) from the New York State City Department of Transportation, a parking permit or license plate confirming that the owner of such vehicle meets the requirements to be issued a parking permit for disabled persons in the City of New York (a "Disabled Parking Permit") for the vehicle to be parked in the Disabled Parking Unit (in each instance, a "Disabled Vehicle"). Pursuant to applicable Legal Requirements, if a Disabled Unit Owner has required that the Disabled Parking Unit be conveyed to such Disabled Unit Owner, only a Disabled Vehicle may be parked in the Disabled Parking Unit.

6.19.2 If the Disabled Parking Unit is owned by a Residential Unit Owner who does not have a Disabled Parking Permit, the Disabled Parking Unit is subject to the right of any present or future Residential Unit Owner who has or obtains a Disabled Parking Permit to demand, at any time, that the Disabled Parking Unit be acquired by such Disabled Residential Unit Owner in compliance with the requirements of Applicable Law as the same apply to the Disabled Parking Unit. Notwithstanding the foregoing, since all the Parking Units have identical dimensions which are adequate to accommodate a vehicle that complies with the ADA requirements for a vehicle use by disabled persons and all Parking Units are accessible to disabled persons, the right to demand the Disabled Parking Unit shall be limited to those Residential Unit Owners who do not own any Parking Unit.

6.19.3 Any Disabled Unit Owner who does not own a Parking Unit, may make a demand that the owner of the Disabled Parking Unit that such Parking Unit Owner shall sell the Disabled Parking Unit to the Disabled Unit Owner. Such demand shall be made in writing to the owner of the Disabled Parking Unit with a copy of the same sent simultaneously to the Condominium Board, in each case in the manner prescribed in Article 5 of these By-Laws, which demand shall require the owner of the Disabled Parking Unit to sell the Disabled Parking Unit to the Disabled Unit Owner at its then fair market value (in each instance, a "Disabled Parking Unit Demand"). The owner of the Disabled Parking Unit who is in receipt of the Disabled Parking Unit Demand must comply with said demand within thirty (30) days from their receipt of the same. In the event the Disabled Parking Unit Owner fails to comply with the Disabled Parking Unit Demand or the parties cannot agree upon the then fair market value of the Disabled Parking Unit, within fifteen (15) days of receipt of the Disabled Parking Unit Demand, such dispute shall be resolved by expedited "baseball"-style arbitration. All costs and expenses of either party and the Condominium Board incurred in connection with the conveyance of the Disabled Parking Unit to a Disabled Unit Owner demanding the same, including, but not limited, reasonable attorney's and arbitration costs, if applicable, shall be borne by the party who has served the Disabled Parking Unit Demand.

6.20 Use of and Alterations to Storage Spaces; Bicycle Spaces.

6.20.1 As a condition precedent to the use of a Storage Space or a Bicycle Space, a Residential Unit Owner shall enter into a License Agreement with the Board of Managers for the same. Declarant shall have the exclusive right to issue the initial Storage License and the Bicycle Space License for each of the Storage Spaces and the Bicycle Spaces. Any proceeds received for the initial issuance of the Storage Spaces and the Bicycle Spaces shall be the sole property of Declarant. Following the issuance of the initial license for each Storage Space and Bicycle Space, the same may be assigned by the licensee thereof to either another Residential Unit Owner or the purchaser of a Residential Unit, including the purchaser of the Residential Unit being sold by the licensee thereof.

6.20.2 Storage Spaces may be used only for the storage of personal property in compliance with Applicable Law, these By-laws and any rules and regulations hereafter promulgated by the Condominium Board. No materials which pose a health or safety threat or which create a nuisance may be stored in a Storage Space. Unit Owners shall not use the Storage Spaces to store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay and or items that disseminate dirt or other sanitary issues, (iv) valuable items. Unit Owners shall not (a) interfere with any other Units Owners using other Storage Spaces located in the Storage Room, (b) store any property in the Storage Room outside of the Storage Space, (c) allow any other person to use the Storage Space, except as permitted herein or in the License Agreement; or (d) deface, damage or alter the Storage Space, the Storage Room or the equipment located therein belonging to the Condominium. The storage of personal property in a Storage Space is at the Unit Owner's sole risk, including, without limitation, the possibility that the Storage Space may be damp or be susceptible to water infiltration. Neither the Board of Managers nor its agents or employees shall be liable for any theft or damage to any property stored in the Storage Space unless due to gross negligence of the Board of Managers, its agents, or employees. Except as otherwise expressly permitted herein, no licensee of a Storage Space (other than Declarant or its successors-in-interest) may make any alteration, addition, improvement or repair in or to its Storage Space without the prior approval of the Board and complying with all Legal Requirements and all applicable Rules and Regulations.

6.20.3 . Bicycle Spaces located Bicycle Storage Room may be used only for storage of two-wheeled bicycles, in compliance with all applicable laws. Unit Owners who use the Bicycle Spaces shall be solely responsible to secure their bicycle to the rack provided with lock, to be provided by licensee, designed to secure a bicycle. Unit Owners store their bicycles in the Bicycle Storage Room at their own risk, including, without limitation, the possibility that the Bicycle Storage Room may be damp or be susceptible to water infiltration. In no event may a bicycle with a lithium battery be stored in a Bicycle Space. Neither the Board of Managers nor its agents or employees shall be liable for any theft or damage to any property stored in the Bicycle Space unless due to gross negligence of the Board of Managers, its agents or employees. Except as otherwise expressly permitted herein, no licensee of a Bicycle Space (other than Declarant or its successors-in-interest) may make any alteration, addition, improvement or repair in or to its Bicycle Space without the prior approval of the Board and complying with all Legal Requirements and all applicable Rules and Regulations.

6.20.4 Since the Storage Spaces and Bicycle Spaces are ancillary to the residential use and to protect the security of the Building, any licensee of any Storage Space or a Bicycle Space must also at all times be the lessee or owner of a Residential Unit, provided, however that the foregoing restrictions shall not apply: (a) to Declarant, or a successor owner of the Unsold Units or a successor owner of Unsold Units (as applicable); or (b) to the Board or its designees. If an action shall be brought to foreclose a perfected security interest in and to a License Agreement by reason of a non-payment of a loan secured by such Storage Space or Bicycle Space, in the event that the license for such Storage Space or Bicycle Space is not sold together with the Residential Unit to which the same is appurtenant, the Board, acting on behalf of all Unit Owners, shall terminate the license agreement for such Storage Space or Bicycle Space. Thereafter, the Board may re-issue the license for such Storage Space or Bicycle Space in the name of the Board or its designee and shall thereafter be authorized to reissue the license for such Storage Space or Bicycle Space and retain the proceeds received therefor.

6.21 Use of Commercial Units; Permits and Licenses.

6.21.1 Ownership. The Commercial Units may be owned by an individual, corporation, partnership, limited liability company, fiduciary or any other legal entity. The leasing and sale of the Commercial Unit is not subject to the right of first request contained in Article 9 of these By-laws.

6.21.2 Use. The Commercial Units may be used for any lawful purpose permitted by the New York City Zoning Resolution, including, without limitation, medical and/or dental offices, ambulatory health care facilities, banking, commercial office, municipal, school annex, and utility purposes. Notwithstanding the foregoing, certain uses are expressly prohibited, including without limitation the following: pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment, a pornography store, massage parlor (but not a spa, salon or gym which provides massage services), drug treatment facility or homeless shelter, so-called "discount" or "99 cent" store, a video arcade, betting parlor or other gambling related establishment.

6.21.3 No Restrictions on the Commercial Unit(s); Alterations Notwithstanding anything to the contrary contained in Section 6.11 hereof, the Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Commercial Unit(s) (including the storefronts thereof) which are permitted by law and applicable zoning ordinances, including without limitation the incorporation of any portion of the Excess Development Rights into one or more of the Commercial Units.

6.21.4 No Use Which Violates Certificate of Occupancy. The Commercial Unit Owner shall not at any time use or occupy or suffer or permit anyone to use or occupy the Commercial Unit(s) or do or permit anything to be done in its respective Commercial Unit, in violation of the certificate of occupancy for the Commercial Unit(s) or for the Building

6.21.5 Government Permits Required. If any governmental license or permit, other than a certificate of occupancy, shall at any time be required for the proper Commercial Unit(s) conducted in any Commercial Unit, or any portion thereof, then the subject Commercial Unit Owner(s), at its own expense, shall duly procure and thereafter maintain such license or permit.

6.21.6 No Excessive Noise. The Commercial Unit Owner shall take all commercially reasonable measures, including, without limitation, the installation of sound-rated insulation, to ensure that no noise in violation of applicable regulations emanates from any portion of the Commercial Unit(s).

6.21.7 Garbage and Recycling. The Commercial Unit Owner (or its tenant) shall sort and separate waste products, garbage, refuse and trash into such categories as provided by law. All such waste products, garbage, refuse and trash shall be removed from the Building by a licensed waste hauler reasonably satisfactory to the Board, at the sole cost and expense of the Commercial Unit Owner or its tenant, in compliance with all applicable laws and regulations. In the event that there are any providers of medical services, the Commercial Unit Owner or its tenant shall arrange for the proper disposal of all medical waste by a licensed hauler of medical waste. All refuse from the Commercial Unit(s) shall be packaged in a sanitary fashion and held in appropriate storage areas located entirely within the Commercial Unit(s) and shall not be placed or stored in the Common Areas of the Building at any time. All refuse from the Commercial Unit(s) shall be removed from the Commercial Unit(s) , through the first-floor street exit and placed (other than medical waste which shall be placed in a separate location, if required by applicable law or regulation) at the curbside on Amsterdam Avenue for collection in accordance with applicable law.

6.21.8 Responsibility for Fines and Penalties. The Commercial Unit Owner shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Condominium by any government authority or agency by reason of a failure by the Commercial Unit Owner, to comply with the provisions of these By-Laws, and, the Commercial Unit Owner, shall, at its sole cost and expense, indemnify, defend, and hold the Board and the Condominium harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such non-compliance by the Commercial Unit Owner, utilizing counsel reasonably satisfactory to the Board, if the Board so elects. In such event, the Commercial Unit Owner shall be liable to the Board for any costs, expenses, or disbursements, including attorneys' fees, incurred with respect to any action or proceeding by the Board against the Commercial Unit Owner, predicated upon the breach of this Section by anyone or more of the Commercial Unit Owners.

6.22 General Provisions to Use.

6.22.1 No nuisance shall be allowed on the Property nor shall any use or practices be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable laws and regulations relating to any portion of the Property shall be complied

with at the sole expense of whichever of the Unit Owners or the Board shall have the obligation to maintain or repair such portion of the Property.

6.22.2 Each Unit Owner shall promptly comply with all applicable laws and regulations applicable to its Unit. No Unit Owner shall use or permit the use of Hazardous Materials on, about, under, or in its Unit, if applicable, or the Property, except in compliance with applicable laws. Each Unit Owner agrees to indemnify and hold harmless the Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought hereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Unit Owner on, about, under or in its or her Unit, or the Property. As used herein, the term "Hazardous Materials" means petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law; and "Environmental Laws" means all federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

6.22.3 Neither the interior nor the exterior glass surfaces of any windows located in the Commercial Units shall be colored or painted unless any such window treatment is in conformance with the requirements for signage set forth in Article 7 hereof.

6.23 Right of Access.

6.23.1 Each Unit Owner shall grant a right of access to its Unit and any Balcony or Loggia or Terrace appurtenant thereto, to the Board, and the managing agent, manager, superintendent and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations (as such term is hereinafter defined) by such Unit Owner or correcting any conditions originating in its Unit, any Residential Unit, any Balcony or Loggia or Terrace and threatening another Unit, another Residential Unit, any Balcony or Loggia or Terrace, or all or any part of the General Common Elements or Residential Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the General Common Elements within its Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, its Unit, any Residential Unit, any Balcony or Loggia or Terrace in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than one day in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Units, any Balcony, Loggia or Terrace, for the permitted purposes thereof. In case of an emergency (*i.e.*, a condition

requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building), such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present. Notwithstanding anything to the contrary herein contained, the Condominium Board and the managing agent, manager, superintendent and/or any other person authorized to exercise the rights in this section, shall conduct itself in a manner so as not to materially interfere with the use of any Unit for the permitted purposes thereof, including, but not limited to, the Commercial Unit(s), and to the extent permitted by applicable law, except in the event of an emergency, the Condominium shall exercise its rights to such access at such times when the Commercial Unit Owner or its tenant is not open for business.

6.23.2 A Residential Unit Owner shall grant a right of access to its Residential Unit, to any Residential Unit and any Balcony, Loggia or Terrace appurtenant thereto, as applicable, and the Board or the Residential Board, as applicable, shall grant rights of access to the General Common Elements or the Residential Common Elements, to the Residential Unit Owners and its contractors, subcontractors, agents and employees, for the purposes of fulfilling Declarant's obligations as set forth in the Offering Plan, provided that access thereto shall be exercised in such a manner as will not unreasonably interfere with the use of the Unit or Balcony, Loggia or Terrace for the permitted purposes of the same.

6.24 Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the Residential Units and the Residential Common Elements. The Residential Board may from time to time modify, amend or add to such Rules and Regulations except that a majority of the Residential Unit Owners may overrule the Board with respect to any such adoption, modification, amendment or addition. The Residential Board Member(s) may also modify, amend or add to any such Rules and Regulations. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto, shall be furnished by the Board to each affected Residential Unit Owner not less than 30 days prior to the effective date thereof.

6.25 Real Estate Taxes, Water Charges and Sewer Rents.

6.25.1 Unless and until real estate taxes are billed directly to Unit Owners by the New York City Department of Finance, the Board shall promptly pay such taxes, charges and rents as a General Common Expense, and the Unit Owners shall be required to reimburse the Board, as General Common Charges, for their proportionate share of such taxes based upon the Common Charge Percentage appurtenant to their respective Units. In the event of a proposed sale of any Unit, the Board (so long as the Board is still paying such real estate taxes), on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

6.25.2 The Condominium Board shall supply water to the Residential Units and the Commercial Units in sufficient capacities to enable the Unit Owners to use, occupy

and enjoy the Units, for the intended purposes and, as to the Commercial Unit(s), to operate its business (or that of its tenant) thereon and therefrom. If it is not possible to obtain a direct meter for the water used in the Commercial Unit(s), a submeter shall be installed to measure the use of water in the Commercial Unit(s). In such event, the Commercial Unit Owner shall be responsible to pay to the Board of Managers the costs for such water and sewer charges as shown on such submeter and the cost of the reading of the same. The cost of water charges and sewer rents for the occupancy and operation of a Commercial Unit(s) that is either payable directly to the Department of Environmental Protection (or successor agency) or to the Condominium Board will be the sole responsibility of the Commercial Unit Owner. If applicable, the Commercial Unit Owner shall reimburse the Condominium Board for the charges therefor based upon sub-meter readings within thirty (30) days following the presentation of an invoice for such amounts. In addition, the Commercial Unit Owner shall be responsible for any cost incurred by the Condominium Board obtaining any such sub-meter reading. Payments received after such time will be subject to a late charge equal to one (1%) percent per month. The cost of water shall be deemed additional "Common Charges" due and owing from the Commercial Unit Owners and the Condominium Board shall be entitled to file a Common Charge Lien to collect the same in accordance with Section 339-Z of the New York Real Property Law. Any disputes regarding the reading of the water meter shall be determined pursuant to Arbias set forth in Article 12 below.

6.26 Electricity. Hot water shall be supplied to the Residential Units and Residential Common Elements by two (2) electric water heaters. The electricity for the hot water shall be supplied to the Condominium through one (1) or more electrical meters and the cost thereof shall be borne by each Residential Unit Owner. Each Residential Unit Owner shall be required to pay the bills for electricity consumed or used in its Unit either to the Board or to the utility company as directed by the Board. The Commercial Unit Owners shall be responsible for obtaining electricity and hot water for the Commercial Units directly from the public utility and shall be responsible for all costs associated therewith.

6.27 Utilities Serving the Common Elements. The cost and expense of water and electricity serving or benefiting any General Common Element or Residential Common Element shall (a) be considered part of the expense of maintaining such General Common Element or Residential Common Element, as may be applicable, (b) be determined by the Board, and (c) be charged to the Unit Owners or the Residential Unit Owners as a General Common Expense or Residential Common Expense, as may be appropriate. Any disputes as to the apportionment of such cost or expense shall be determined in accordance with Article 12.

6.28 Gas. Gas will be supplied to the Building Units for the operation of the emergency generators only and will be supplied from the Con Edison gas distribution system, or other vendor selected by the Board. The cost of such natural gas will be a Residential Common Expense payable by the Residential Unit Owners. The Board shall not be responsible to maintain gas service for the Commercial Unit(s). The Commercial Unit Owners shall be responsible to pay the bills therefor directly to the utility.

6.29 Obligations of Unit Owners with Regard to Utilities. In the event that the foregoing utilities or services are not separately metered and/or sub-metered to any Unit, the respective

obligation of each of the Unit Owners to pay the same prior to delinquency shall be conditioned on the Condominium Board's delivery of paid receipts therefor prior thereto. Each Unit Owner shall be responsible for the payment of all deposits or similar charges required to be paid in connection with service of utilities to its respective Unit or to Units located within the Residential Section, if applicable, and for the payment of any charge or connection fee required to be paid as a result of any change in the nature of the utility service to any such Unit, or a portion of the Residential Unit, if applicable. In no event shall any Unit Owner be obligated to reimburse the Condominium Board for any utilities or services at a rate that is in excess of the rate that the Condominium Board actually pays for such utilities or services.

6.30 Abatement and Enjoinment of Violations by Unit Owners.

6.30.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Condominium Board, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Residential Unit, or Commercial Unit(s) or Common Element, including any Limited Common Element appurtenant thereto, in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board or the Residential Board, as applicable, shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.30.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to the Declarant, or a successor owner of the Unsold Units shall give to the Declarant and/or its successor the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such violation or breach.

6.31 Income to Unit Owners. Notwithstanding anything contained herein to the contrary, any income or revenue derived by any Unit Owner, for the use, sale or lease of such Unit Owner's Unit or any portion thereof, shall belong to the owner of such Unit generating the income or revenue and shall not belong to the Board or any other Unit Owner.

6.32 Smoking Policy. The City of New York has enacted Local Law 147 of 2017 requiring all Buildings to adopt and distribute a smoking policy to residents on an annual basis. The smoking policy (the "Smoking Policy") is as follows:

6.32.1 No smoking is permitted in any Residential Unit in the Condominium;

6.32.2 No smoking is permitted (a) within twenty-five (25) feet of the Residential entrance facing West 88th Street, or (b) in any of the Common Elements of the Building, including, without limitation, its lobby, amenity spaces located on the 3rd Floor, the Storage Space area located on the 6th Floor, hallways, elevators, stairwells, basement, storage areas or rooftops;

6.32.3 Smoking is not permitted on any Terraces, Loggias and Balconies adjacent or appurtenant to the Residential Units;

6.32.4 The word "smoking" for the purpose of this policy means inhaling, exhaling, burning or carrying any lighted cigar, conventional cigarette or pipe, operating electronic cigarette, or other form of lighted object or operating device which contains tobacco or any other material intended to produce either smoke or a non-therapeutic aerosol for inhalation.

6.33 Window Guard Requirements.

Each Residential Unit Owner to ensure that all operable windows opening into the Residential Unit comply with all applicable laws relating to window guards and, if necessary, install, operate and maintain, at such Residential Unit Owner's expense, any additional equipment required by applicable law in effect from time to time. Accordingly, each Residential Unit Owner is responsible to notify the Board of Managers in writing when a child or children under the age of six (6) years lives or resides (even temporarily) in the Residential Unit.

6.34 Special Rights of Declarant.

(a) Declarant's Use of the Building for Sales and Promotional Functions. There will be a sales office located within the Building. Declarant and its successor shall also have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or promotional functions (*e.g.*, with respect to any sales programs for Unsold Units). Such activities will result in excess traffic and noise in the Building and may interfere with owner-occupants' enjoyment of the Building.

(b) Declarant shall have an exclusive easement (i) to erect, use, lease, maintain, repair, replace and operate (A) antennae, satellite dishes and other communications equipment, and (B) pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Residential Limited Common Elements appurtenant to Residential Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. Declarant shall be entitled to permit any one or more of such easements to be utilized by the Commercial Unit Owners and/or Permitted Users. Declarant reserves the right to install additional mechanical equipment (including fireplace flues) on the roof of the Building.

(c) Notwithstanding the foregoing or anything contained herein, in the By-Laws or any Rules and Regulations to the contrary, Declarant (and its successors) may, without the permission of the Board or any other Person use or grant permission for the use of any Unsold Residential Unit for any lawful purpose, including, but not limited to, the use of any Unsold Residential Unit as models and sales and/or promotion offices in connection with the sale or rental of the Residential Units, subject to compliance with Applicable Laws.

(d) No amendment, modification, addition or deletion of the terms of these By-Laws or any Residential Rules and Regulations (other than those required by Law) shall be

effective (i) against Declarant or unless Declarant has given its prior written consent, which consent shall not be unreasonably withheld or delayed, or (ii) to adversely affect the Commercial Unit Owners unless the affected Commercial Unit Owner has given its prior written consent thereto.

6.35 Restrictions on Hanging Electronic Equipment. Televisions, audio speakers and other noise generating equipment should not be hung on demising walls separating residential units in a way that could transmit noise from one residential unit to the next. Moreover, Residential Unit Owners shall not be permitted to make any attachments or penetrations to demising walls separating residential units so as to affect the fire resistance and/or smoke rating of such walls, as required by applicable Legal Requirements.

6.36 Mold. Each Unit Owner is solely responsible for the prevention of the growth of mold in their Unit. Unit Owners are responsible to take actions to prevent conditions such as the pooling of water which cause the mold or mildew and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold in such Unit Owner's Unit.

ARTICLE 7

SIGNS AND SCAFFOLDING

7.1 Exterior Signs. The term "Sign" includes all signs, designs, monuments, logos, banners, projected images, awnings, canopies, pennants, decals, advertisements, pictures, notices, lettering, numerals, graphics, and decorations. Subject to the provisions of Section 7.4 below, no Sign shall be exhibited, installed, inscribed, painted or affixed on any part of the outside of the Building ("Exterior Signs"). No Signs advertising a fire sale, liquidation sale, distress sale, foreclosure sale, receiver's or sheriff's sale, going out of business sale, lost lease sale, or Signs of similar import shall be permitted on the outside of the Building by any Unit Owner or any occupant of any of the Units. The Commercial Unit Owner(s) or any occupant of any of the Commercial Unit(s) shall, at its own expense, obtain all required licenses and permits for any Signs installed by Commercial Unit Owner or occupant, as contemplated in Section 7.4 below, and renew the same as required by applicable laws.

7.2 Right to Maintain. The Residential Board shall have the right to maintain one or more signs identifying the Building and the entrance to the lobby giving access to the Residential Units, *i.e.* on the wall adjacent to the entrance doors to the lobby to the Residential Units and on the top of the canopy to such lobby entrance.

7.3 Installation of Signs. All Signs shall be installed and removed in a worker-like manner, without damaging the Building, and in compliance with all applicable laws and requirements of any governmental agency (or similar body). All Signs must comply with all applicable laws, including requirements of the New York City Zoning Resolution, the Department of Buildings and the Landmarks Preservation Commission, if applicable. The Commercial Unit Owner and the Residential Board, as applicable, shall maintain any permitted Signs in good, clean, neat and safe condition and in accordance with the terms and provisions of the Condominium Documents. The Commercial Unit Owner and the Residential Board, as applicable, shall be

responsible for any violations arising as a result of the failure of any of its tenants to comply with applicable laws.

7.4 Unit Owner Signs. The Commercial Unit Owner shall have the exclusive right, at its respective sole cost and expense, to erect, maintain, operate and replace, from time to time, Signs to be located on the signage band that is appurtenant to the Commercial Unit(s), but shall specifically have no right to install any Sign in front of any portion of the façade adjacent to the entrance of the Residential Section. Any such Signs affixed to the Building shall be in conformance with applicable laws, shall be limited to identifying the business being conducted in the Commercial Unit(s) (but shall not include Signs advertising any "bankruptcy" or "going out of business sale"), shall be professionally prepared and not handwritten and shall not in any event have content that is of a prurient nature.

7.5 Removal of Signs. The Condominium Board may, from time to time, temporarily remove any Sign in connection with any repairs, improvements, alterations, additions or replacements being made to the Building. In addition, the Board shall have the right to remove any Signs, including any Signs which belong to a Unit Owner, or an occupant thereof, if the removal of such Sign is required to complete repairs required by applicable laws and code ("Required Repairs"). In the event that to facilitate any Required Repairs it becomes necessary to remove any Signs which are the property of the Commercial Unit Owner, the Board will send not less than thirty (30) days prior notice of such removal, except in the event of an emergency, and the expected duration of the same, to the Commercial Unit Owner. If a Required Repair is needed, the Board will endeavor to coordinate the removal of a Sign with the Commercial Unit Owner to minimize interference with the use of the Commercial Unit(s) for the permitted purposes thereof. In the event that a Sign which belongs to the Commercial Unit Owner (or its tenant) is to be removed for more than three (3) Business Days, the Condominium Board shall provide a location to the Commercial Unit Owner to place a temporary Sign comparable in size to the then existing Signs belonging to the Commercial Unit Owner (or its tenants) and in compliance with all applicable laws, with such "sight-line" visibility as is commercially practicable (but subject to the rights of the Commercial Unit Owner or the Residential Board to have Signs on the Building), such temporary Sign to be removed upon the reinstallation of the prior existing Sign. The Commercial Unit Owner or its Tenant shall be responsible to provide any temporary Sign to be posted at such location. The installation and removal of the permanent Sign and the temporary Sign shall all be performed at the sole expense of the Condominium Board and the cost therefor shall be included in General Common Charges. In the event that any Unit Owner interferes with the ability of the Board to perform any Required Repairs, the Board may commence an action to obtain declaratory relief and, in the event that the Board prevails, any legal fees incurred by the Board in connection with such action shall be paid by such Unit Owner.

7.6 Use of Scaffolding and Sidewalk Sheds. The Board may install and maintain scaffolding or a sidewalk bridge outside the Property if required by applicable laws or needed for repair of the building structure or roof or a building system. If scaffolding is not required pursuant to any applicable law, order or regulation, or insurance requirements, the Board may not install scaffolding outside of Commercial Unit(s) without prior written consent of the Commercial Unit Owner which may be withheld in the reasonable discretion of the Commercial Unit Owner.

7.7 Scaffolding Requirements. The scaffolding shall (a) be erected in a manner which shall not unreasonably interfere with access to any entrances to the Commercial Unit(s), (b) shall be "double height", (c) to the extent practicable, not minimize the visibility of any windows and Signs of the Commercial Unit(s) except on a temporary basis, and provided such owners/tenants are given prior notice, (d) if reasonably possible, be of sufficient height so as to clear any then existing marquis, if any and the existing Signs appurtenant to the Commercial Unit(s), (e) have all exposed bolts protected to prevent pedestrian accidents, and (f) have lighting below the scaffolding as required by applicable law. The Board shall use commercially reasonable efforts to have the scaffolding removed as soon as practicable, and the Board shall repair any damage to the sidewalk or Building caused by the installation or removal of the scaffolding. If the visibility of any of the Exterior Signs installed by the Commercial Unit Owner is impaired by the scaffolding, or such Sign must be removed for more than one (1) Business Day, such Unit Owner (or its tenant) may install and maintain on the scaffolding, for so long as such scaffolding remains, a Sign identifying such Unit Owner or its tenant to provide the Commercial Unit Owner (or its tenant) with the same or better "sight-line" visibility, but only if such Signs are permitted by applicable laws (but subject to the rights of the other Unit Owners to have signage on scaffolding). The installation and removal of the permanent Sign, if necessary, shall be performed at the sole expense of the Condominium Board and the cost therefor shall be included in General Common Charges. The installation of the Signs on the scaffolding shall be installed at the sole cost and expense of the Commercial Unit Owner (or its tenant), provided, however, if such scaffolding is erected in an emergency, the Condominium Board shall endeavor to install such Signs for the Commercial Unit(s) as soon as reasonably practicable. Except in the event of emergencies or Required Repairs, the Board shall deliver written notice to the Commercial Unit Owner no less than three (3) weeks in advance of placing scaffolding outside the Building, containing (i) the extent and location of the scaffolding and (ii) the expected duration of the scaffolding being located outside of the Building. Any temporary Signs shall be promptly removed upon dismantling of scaffolding.

ARTICLE 8

MORTGAGES

8.1 Permitted Mortgages. As used herein the term "Permitted Mortgagee" means the holder of any Permitted Mortgage encumbering a Unit or Units which is permitted to be placed thereon pursuant to this Article 8. As more fully set forth in this Article 8, each Unit Owner may mortgage its Unit, if applicable, to a bank, trust company, insurance company, savings and loan association or any institutional or non-Institutional Lender, including, without limitation, the seller of a Unit, as a Permitted Mortgagee, provided that (a) the mortgage be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Board is notified in writing of the making of such mortgage, and (c) the Unit Owner making such mortgage first satisfies all unpaid liens against its Unit, if applicable, other than Permitted Mortgages.

8.2 Notice to Condominium Board. A Unit Owner who mortgages its Unit, if applicable, or the holder of such mortgage shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board. Any Mortgage holder that holds a mortgage recorded in the City Register's office shall be entitled to

receive notices pursuant to these By-laws. Notwithstanding the foregoing, for so long as the construction loan extended to Declarant remains outstanding, Declarant's construction lender shall be entitled to receive all notices whether or not such construction lender has delivered notice to the Condominium Board. A Unit Owner who satisfies a mortgage covering its Unit shall notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

8.3 Notices to Permitted Mortgagees:

8.3.1 Regarding Default and Non-Payment of Common Charges. The Board shall promptly notify to such Permitted Mortgagee of: (a) any default in the payment of Common Charges, Special Assessments or other amounts due to the Condominium, which default continues for 60 days or more, or (b) any other material default by the Unit Owner of such Unit pursuant to the provisions of the Declaration or these By-Laws that has resulted in the Board sending a notice to cure said default to such Unit Owner. The Board, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to any Permitted Mortgagee

8.3.2 The Board shall notify Permitted Mortgagees in accordance with the applicable provisions of these By-Laws regarding any matter that requires the consideration or action of a specific percentage of Permitted Mortgagees.

8.4 Performance by Permitted Mortgagees. The Board, as the case may be, shall accept payment of any sum or performance of any act by any Permitted Mortgagee of a Unit Owner required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner.

8.5 Examination of Books. The Board shall keep detailed, accurate records, in chronological order, of the receipts and expenditures arising from the operation of the Property. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners and Permitted Mortgagees thereof during business hours upon reasonable prior notice. A written report summarizing such receipts and expenditures shall be rendered by the Board to the Unit Owners at least once annually.

8.6 Representatives of Mortgagees.

8.6.1 In the manner more particularly set forth in subsection 8.6.2 hereof, the holders of Institutional Mortgages (as hereinafter defined) shall upon the occurrence of an event that requires the consent of the Permitted Mortgagees, designate one or more but not more than five (5) representatives (each a "Mortgage Representative"), it being further stipulated that one such Mortgage Representative shall be appointed by the holder of the Mortgage encumbering the Commercial Units, if such determination affects the Commercial Units. Such Mortgage Representatives shall be empowered to act on behalf of all holders of Institutional Mortgages with respect to any matter requiring their consent or approval pursuant to the Declaration or these By-Laws. If any Mortgage Representatives are so designated and notice thereof is given to the Board, the act of any such Representative

(or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Institutional Mortgages. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Unit or Units (a) which is a Permitted Mortgage, and (b) the initial holder of which is (i) Declarant or its successor or the respective designee of the foregoing, as applicable, (ii) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust, commercial bank, investment bank, or any other financial institution organized under the laws of the United States or any state thereof, (iii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system, (iv) any opportunity or other fund, or institutional investor investing in mortgages, (v) any transferee or assignee, purchaser in a foreclosure sale, transferee pursuant to a deed-in-lieu of foreclosure, nominee or designee of any of the foregoing, or (vi) any affiliate of any of the foregoing.

8.6.2 In the event that more than three (3) holders of Institutional Mortgages wish to serve as a Mortgage Representative, the three (3) representatives shall be selected by computing the three (3) mortgagees that hold the greatest outstanding principal balances of the mortgages held by Institutional Mortgagees. Any designation of a Mortgage Representative made by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages shall be binding upon the holders of all Institutional Mortgages. Any such designation of any Mortgage Representative shall remain effective until (a) any subsequent designation thereof is made pursuant to the provisions hereof and (b) notice of such subsequent designation is given to the Board. Unless otherwise permitted by applicable law, all Permitted Mortgagees, other than holders of an Institutional Mortgage, shall have no right to participate in the selection of Mortgage Representatives, but shall be subject to all determinations made by such Mortgage Representatives pursuant to the Declaration or these By-Laws.

8.6.3 No more than one Residential Mortgage Representative shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described herein) and (b) which holders of such mortgages are (i) Declarant or its successor-in-interest, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

8.7 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to the determination or act of the Board, any office or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 9

SELLING, LEASING AND MORTGAGING OF UNITS

9.1 Selling and Leasing. Subject to the compliance by such Unit Owner with the applicable provisions of the Condominium Act and Section 352 of the New York General Business Law, the following restrictions apply to the sale or lease of any Unit in the Condominium:

9.1.1 No Unit Owner shall lease its Unit or any portion thereof or permit its Unit, or any portion thereof to be used or occupied by anyone other than for the permitted uses set forth in the Declaration and in these By-Laws.

9.1.2 Any lease entered into by any Unit Owner shall be consistent with and subordinate to the Declaration and to these By-Laws and shall provide a reference that a commercial tenant shall maintain, at its expense, public liability insurance policies naming as parties insured the Condominium, the Condominium Board, as agent for the Unit Owners, and the Residential Board, and their respective agents, if any, in such amounts as may then be customarily required by landlords with respect to similar commercial tenancies in the City of New York. Any insurance policy to be maintained pursuant to the terms of any such lease shall provide, if available, that said policy shall not be cancelled or materially amended without at least twenty (20) days' prior written notice to the Condominium Board, the Residential Board or the Commercial Unit Owner, as applicable.

9.1.3 No lease entered into by any Residential Unit Owner shall have a term of less than 30 days. Any Lease for a Residential Unit having a term of less than 30 days shall be void *ab initio* and the Residential Unit Owner that enters into any such lease shall be responsible for any legal fees incurred by the Residential Board causing the Unit to be vacated.

9.2 Selling and Leasing of Residential Units. No Residential Unit Owner of a Residential Unit other than the Declarant (which is the sponsor of an offering plan for the sale of the Residential Units), a successor owner of the Unsold Units (as such term is defined in any such Offering Plan) may sell or lease his Unit, if applicable, except by complying with the following provisions: Any Residential Unit Owner who receives a bona fide offer to (a) purchase his or her Residential Unit together with its appurtenant Common Interest, or (b) lease his or her Residential Unit (such offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he or she intends to accept, shall give notice by certified or registered mail, return receipt requested, to the Residential Board of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as such Board may reasonably require. The giving of such notice to the Residential Board, on behalf of all the Unit Owners represented by the Residential Board, shall constitute an offer by such Unit Owner to sell his or her Residential Unit together with its appurtenant Common Interest or to lease his or her Residential Unit to the Residential Board, or its designee, corporate or otherwise, upon the same terms and conditions as contained in

such Outside Offer and shall also constitute a representation and warranty by the Residential Unit Owner who has received such Outside Offer to the Residential Board acting on behalf of all Residential Unit Owners that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as such Board may reasonably request. Not later than twenty (20) days after receipt of such notice together with such information as may have been requested, such Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by hand delivery or by certified or registered mail, return receipt requested, or by reputable overnight courier, *e.g.*, FEDEX, to purchase such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners represented by such Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

9.2.1 In the event the Residential Board shall timely elect to purchase a Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for such Board, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by such Board of its election to accept such offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date such Board elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than forty-five (45) days after the giving of notice by such Board of its election to accept the aforesaid offer, such Board shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 9) including, but not limited to, payment of a down payment or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to such Board referred to in this subsection 9.2.1 as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Board may purchase said Residential Unit and assume or take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Residential Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Residential Board, or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, covering such Residential Unit, for the rental and term contained in such Outside Offer.

9.2.2 In the event the Board or its designee shall fail to accept such offer within twenty (20) days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60-day period, but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 9.2. Notwithstanding the foregoing, the Residential Board, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60-day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

9.2.3 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

9.2.4 Notwithstanding anything contained in this Article 9 to the contrary, the Residential Board shall have the right to reject the purchase or lease of a Residential Unit without the necessity of exercising a right of first refusal if the purchaser or lessee of a Residential Unit or a person who will be residing in their unit has diplomatic immunity or has been convicted of a violent crime or child molestation.

9.2.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that the lease may not be materially modified, amended or extended without the prior consent in writing of the Residential Board, that the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of such Board and that such Board, if permitted by applicable law, shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York. Leases for Residential Units shall not be for terms shorter than one (1) year.

9.2.6 Except as hereinbefore set forth, the form of any such lease executed by the Residential Board or an Outside Offeror shall be a printed, reasonably applicable form of residential lease which is generally approved by the Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by such Board. Any lease executed by the Residential Board as tenant shall provide that the Residential Board may enter into a sublease of the premises without the consent of the landlord.

9.2.7 The foregoing restrictions of this Section 9.2 regarding the right of first refusal shall not apply to:

9.2.7.1 the Declarant or any successor owner of the Unsold Units;

9.2.7.2 any Permitted Mortgagee or its nominee that has acquired title to any Residential Unit at a foreclosure sale of its Permitted Mortgage, or by a deed in lieu of foreclosure delivered in a bona fide transaction; or

9.2.7.3 any Residential Unit Owner who is conveying such Residential Unit to adult family members, or to a trust for the benefit of any of them.

Each of the parties listed above shall have the right to freely sell or freely lease any Residential Unit, in its entirety, without having to first offer the same for sale or lease to the Residential Board.

9.3 Selling and Leasing of the Commercial Units. Subject only to the provisions of Section 9.1 hereof and other applicable provisions of the Declaration and these By-Laws as to the use and occupancy of the Commercial Units, the Commercial Unit Owner may freely lease and sell the Commercial Units.

9.4 Recognition and Non-Disturbance Agreement. The Condominium Board, at the written request of the Commercial Unit Owner, its tenant or the lender of its tenant, will enter into a non-disturbance agreement (the "Condominium Non-disturbance Agreement") with such tenant or tenant's lender on the terms set forth in this section; provided that the lease in question is for all of the Commercial Units or for premises therein in excess of 1,000 square feet (each a "Qualifying Lease"); and provided further that such Unit Owner has not received a notice of default which has not been cured within applicable cure periods under the terms of the Declaration or these By-Laws at the time of such request. Pursuant to the terms of the Condominium Non-disturbance Agreement, the tenant will (i) acknowledge that the Qualifying Lease is subject and subordinate to the Declaration and the By-Laws and (ii) the Condominium Board will agree that so long as no event of default exists under said Qualifying Lease, as would entitle the Unit Owner, or any successor landlord under the Qualifying Lease, (a) to terminate the Qualifying Lease or (b) dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Condominium Board's lien for Common Charges, Unit Expenses and/or Special Assessments, as applicable, on a Unit of which the demised premises under such Qualifying Lease forms a part or any other sums of any sort, that the Condominium Board will (a) recognize all of tenant's rights under the Qualifying Lease and (b) will not diminish, terminate or disturb tenant's possession or rights under the Qualifying Lease, expand any of tenant's obligations under the Qualifying Lease or under the Declaration or these By-Laws, or obligate tenant to comply with any of the provisions of the Declaration or these By-Laws, except as expressly provided herein and in the applicable Qualifying Lease, and (c) will recognize tenant as the direct tenant of the Condominium Board or its successor on the same terms and conditions as are contained in the Qualifying Lease and the tenant's use, possession, or enjoyment of the Unit (or portion thereof) in question shall not be interfered with, nor shall the leasehold estate granted by the Qualifying Lease be affected in any manner, nor shall any of the rights of the tenant granted under the Qualifying Lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Condominium Board, or, in case the Condominium Board takes possession of said Unit pursuant to any provision of the Declaration or these By-Laws, or otherwise; provided however, that if the

Condominium Board or any other party succeeds to the interests of the Unit Owner under the Qualifying Lease, the tenant will agree to be bound to the Condominium Board or other party under all of the terms, covenants and conditions of the Qualifying Lease and the tenant will attorn to the Condominium Board or other party as its landlord. Pursuant to the terms of the Condominium Non-disturbance Agreement, the Condominium Board shall not be (w) liable for any previous act or omission of the landlord under such Qualifying Lease; (x) subject to any abatements, deductions, claims, offsets or defenses, which theretofore accrued to the tenant against the landlord; (y) bound by any previous prepayment (other than a scheduled prepayment provided for in such Qualifying Lease) of more than one month's rent; or (z) obligated to repair, replace, rebuild or restore the premises covered by the Qualifying Lease (or any portion thereof) in the event of a casualty or condemnation, except to the extent that the same can be accomplished from the proceeds of insurance or condemnation awards actually received by or made available to the Condominium Board (or its successor). The Condominium Board, at the request of the Commercial Unit Owner, its lender or its tenant or the tenant's lender, shall execute and deliver promptly the Condominium Non-disturbance Agreement and any other agreement that any tenant may reasonably request in confirmation of the foregoing in form reasonably satisfactory to the Condominium Board. The Commercial Unit Owner shall be responsible for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees of the Condominium Board, in connection with such Condominium Non-disturbance Agreement.

9.5 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit, if applicable, without including therein the appurtenant Common Interests in the General Common Elements or the Residential Common Elements, as applicable, it being the intention to prevent any severance of such combined ownership. No part of the appurtenant Common Interests in the General Common Elements and the Residential Common Elements, if applicable, of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests and Residential Common Interests (if applicable) of all Units. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. Nothing in this Section 9.5 shall permit the lease of any Unit without the simultaneous lease of the appurtenant Common Interests and Residential Common Interests, if applicable.

9.6 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common.. In the event that any Unit shall be acquired by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, as tenants in common, all Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as provided herein.

9.7 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease its Unit, if applicable, unless and until he shall have paid in full to the Board all unpaid Common Charges theretofore assessed against such Unit, if applicable, and until such Unit Owner shall have satisfied all unpaid liens against its Unit, if applicable, other than Permitted Mortgages.

9.8 Mortgage of Units. Subject to Article 8 and Sections 9.5 and 9.7 hereof, each Unit Owner shall have the right to mortgage its Unit, if applicable, without restriction, provided that any such mortgage covering a Unit, if applicable, shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-Institutional Lender to make the mortgage loan.

ARTICLE 10

CONDEMNATION

10.1 Condemnation and Eminent Domain. In the event of the taking in condemnation or by eminent domain of all or any part of the General Common Elements, Residential Common Elements or Limited Common Elements (any such event, herein a "Taking"), the Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General Common Elements, Residential Common Elements or Limited Common Elements not so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by the Board. The award made for any such taking shall be payable to the Board responsible for the repair and restoration thereof, as aforesaid, provided, however, that if any such award exceeds $500,000.00, as such amount may be adjusted by the Consumer Price Index, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne and shared by all Unit Owners with respect to any taking of the General Common Elements or Residential Common Elements, if applicable, as may be determined by an appraiser based upon the relative impact of such Taking on the Building and/or the Residential Section. Any such appraiser retained to prepare such an appraisal shall be an "MAI" appraiser or equivalent and shall have no less than ten (10) years' experience valuing mixed use buildings in New York, NY. In the event of any dispute with respect to the determination of the appraiser, such dispute shall be submitted to Arbitration, which shall be conducted in a "baseball format".

10.2 Notwithstanding the provisions of Section 10.1 above, in the event of a Taking of Units representing seventy (70%) percent of more of the Common Interests (any such event a "Major Taking"), if Unit Owners owning Units representing seventy-five (75%) percent or more in Common Interest of all Unit Owners do not duly and promptly resolve to proceed with such repair or restoration of the General Common Elements, or the Residential Common Elements, or the Limited Common Elements, as the case may be, then such repairs or restorations of the General Common Elements, Residential Common Elements, and/or the Limited Common Elements, as applicable, shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners *pro rata* in accordance with the respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units. Notwithstanding anything to the contrary set forth in the immediately preceding sentence, in the event that fifty (50%) percent of more of the Units, both in number and in Common Interest, are encumbered by Permitted Mortgages, any action to not repair or restore the Building shall require the consent of no less that fifty-one (51%) percent of the holders of such Permitted Mortgages. As used in this Article 10 the words "promptly resolve" shall mean not more than 60

days from the date of such taking. Any Mortgage holder that holds a mortgage recorded in the City Register's office shall be entitled to receive notices of any action to be taken by the Unit Owners pursuant to this Section 10.2.

ARTICLE 11

RECORDS AND AUDITS

11.1 Records. Each Board or the managing agent or manager of the Board shall keep detailed records of the actions of such Board, minutes of the meetings of such Board, minutes of the meetings of the Unit Owners for whom such Board serves and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures.

11.2 Audits. Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Condominium Board to all Unit Owners, and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Condominium Board shall be paid by all Unit Owners as a General Common Expense.

11.3 Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 12

ARBITRATION

12.1 General Procedure. Any arbitration provided for in these By-Laws shall be conducted before one (1) arbitrator in the Borough of Manhattan by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction (sometimes referred to in these By-Laws and in the Declaration as "Arbitration"). In the event that the American Arbitration Association shall not then be in existence and has no successor, any arbitration hereunder shall be conducted in the Borough of Manhattan before one (1) arbitrator appointed, on application of any party, by any Justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after its appointment. All expenses of arbitration hereunder, including the fees and expenses of counsel and experts, shall be Common Expenses. Any arbitrator appointed or selected in connection with any arbitration hereunder shall be a member of a law firm whose principal office is in the Borough of Manhattan and which has at least five (5) members.

12.2 Submission to Arbitration. Except as provided in these By-Laws, any dispute, controversy or claim arising out of or concerning the Declaration and these By-Laws or such other matters that may be submitted to Arbitration in accordance with the terms of the Declaration and

these By-Laws, in which the only parties are Unit Owner(s) (and/or their Affiliates) and the Condominium Board, shall be determined and resolved by arbitration (and not by litigation) conducted in the City, County and State of New York in accordance with the terms of this Article 12 and the then applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including those of any successor thereto ("Arbitration"), provided that if the terms of this Article 12 differ from or conflict with the then applicable commercial Arbitration rules, the arbitrators shall be chosen and the Arbitration shall be governed in accordance with and pursuant to the terms and provisions of this Article 12. To the extent that any particular dispute, controversy or claim to which this Arbitration provision is intended to apply may not, pursuant to the laws of the State of New York, be resolved by Arbitration, such restriction shall not affect the applicability of this Arbitration provision to all such other disputes, controversies or claims between the Unit Owners arising out of or relating to the Declaration and these By-Laws. Any arbitrator appointed or selected in connection with any Arbitration conducted pursuant to this Article 12 shall be a lawyer or real estate owner, developer, or manager familiar with similar properties and having general legal or real estate experience, as the case may be, of not less than fifteen (15) years. If the applicable provision of these By-Laws refers to an appraiser or appraisers as being the decision-maker(s) in an Arbitration, all such arbitrators shall be independent real estate appraisers and members of the American Institute of Appraisers of the National Association of Real Estate Boards and a member of the Society of Real Estate Appraisers possessing at least ten (10) years' experience in valuation of interests in properties which are similar in character to the interest the value of which is being determined.

12.3 Notice of Arbitration. Prior to demanding Arbitration, first, the disputing party ("Petitioner") must give Notice to the non-disputing party of the dispute pursuant to this Arbitration provision within twenty-one (21) days of the occurrence of the event giving rise to the dispute. Should the parties fail to resolve the dispute, either party may refer the matter to Arbitration by Notice (and simultaneously shall serve a copy of such Notice on the respondent ("Respondent") in accordance with the following provisions ("Notice of Arbitration")). The Notice of Arbitration shall specify in reasonable detail:

12.3.1 The nature of the dispute or any information or interpretation requested by the Petitioner;

12.3.2 the Petitioner's proposed determination to resolve the dispute; and

12.3.3 all documents and other materials relevant to the dispute upon which it intends to rely in support of its position.

12.4 Selection/Appointment of Arbitrator. The tribunal shall consist of a single arbitrator. Each party shall select an arbitrator within ten (10) days of receipt of the Notice of Arbitration. If the arbitrators selected by the parties fail to agree, either party may request that a third, impartial arbitrator be selected (a "Third Arbitrator Demand Notice"). In the event that either party delivers a Third Arbitrator Demand Notice to the two (2) arbitrators selected by the Parties, a third impartial arbitrator be appointed in accordance with the then applicable Commercial Arbitration Rules of the AAA. Any arbitrator selected or appointed in connection with any Arbitration shall be an attorney or real estate owner, developer or manager familiar with

similar properties and having no less than fifteen (15) years of general legal or real estate experience.

12.5 New York Law and Venue of Arbitration. The arbitrators shall construe, interpret and apply the provisions of the Declaration and these By-Laws strictly in accordance with their terms and in accordance with the laws of the State of New York. The Arbitration shall be conducted and held in New York County, New York. The language of the Arbitration shall be English.

12.6 Respondent's Statement. Within ten (10) days of the appointment of the arbitrator, or such other period as the arbitrators may order, the Respondent shall submit a written statement of the Respondent's position, together with the Respondent's proposed determination to resolve the dispute and all documents and other materials relevant to the dispute upon which it intends to rely in support of its position.

12.7 Hearing. Following submissions of the parties' statements, the arbitrators may set a date for a hearing (the "Hearing"). Prior to the Hearing, each party shall provide the other party with a list of documents it intends to introduce at the Hearing and a list of witnesses it intends to call at the Hearing. Expert witnesses, if there are any, should also be named at this time, although either party shall be permitted to call rebuttal witnesses not so listed.

12.8 Procedural Orders. The arbitrator shall have the power to make such procedural orders as they deem necessary for the expeditious resolution of the dispute. If a hearing is held, the arbitrator shall deliver a decision to the parties within ten (10) days of the end of the Hearing.

12.9 Baseball Format. In the event that the subject of the dispute involves the determination of value or amounts due and owing, the arbitrator shall follow the "baseball" format - that is, the impartial arbitrator shall select either the determination proposed by Petitioner or by Respondent, without modification. In no event, however, shall any damages or other remedy awarded, or decision made, be inconsistent with or exceed the damages or remedy permitted elsewhere in the Declaration or these By-Laws.

12.10 Award Final and Binding. Any award rendered by the arbitrator shall be final and binding with respect to the subject matter thereof from the day it is made. Judgment on the award may be entered in any court of competent jurisdiction. The expenses of the Arbitration, including, without limitation, the fees due to the arbitrator, shall be shared equally and each party shall bear its own attorney's fees and expenses. The parties shall comply promptly with the award and any other orders of the arbitrator. To facilitate expediting the Arbitration, each party agrees to cooperate with each other and the arbitrator.

12.11 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, modify any of the provisions of Section 12.1 hereof with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 13

MISCELLANEOUS

13.1 Insurance Trustee. The Insurance Trustee shall be a bank or trust company designated by the Condominium Board which has a capital surplus and undivided profits of $100,000,000.00 or more. Any holder of Institutional Mortgage liens (as further qualified by this Section 13.5) on more than one (1) Unit shall have the right to require the Condominium Board to appoint such Institutional Mortgagee as Insurance Trustee. In the event the Insurance Trustee resigns or is replaced by the Condominium Board, the Condominium Board shall appoint a new Insurance Trustee which shall be a bank or trust company having a capital surplus and undivided profits of $100,000,000.00 or more. For so long as Declarant's Construction Loan remains outstanding, the holder of the mortgage securing Declarant's Construction Loan shall serve as the Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense.

13.2 Rules of Construction. There shall be no presumption against the draftsperson in interpreting these By-laws.

13.3 Waiver. No provision contained in these By-Laws or the Rules and Regulations 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.

13.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

13.5 Certain References.

13.5.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

13.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used.

13.5.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

13.6 Severability. Subject to the provisions of the Declaration, whether any provision of these By-Laws is invalid or unenforceable against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by applicable law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

13.7 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all of the Unsold Units then owned by Declarant or its designee, as the case may be. The rights and/or obligations of any Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of such Unit Owner. Subject to the foregoing, the Residential Unit Owner, its designee, and/or any Unit Owner, as the case may be, shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

13.8 Covenant of Further Assurances.

13.8.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

13.8.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action which such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Board is hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

13.8.3 If the Board, any Unit Owner or other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which the Board, such Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of the Residential Unit Owner, then the Residential Unit Owner is hereby authorized, as attorney-in-fact for the Board, Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board, such Unit Owner or other party and such document or action shall be binding on such Unit Owner, the Board or other party.

13.8.4 Consumer Price Index**.** Any reference in these By-Laws to the Consumer Price Index ("CPI") shall mean the Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average, all items (1982-84=100) as published by the Bureau of Labor Statistics of the United States Department of Labor or if the same is discontinued, a replacement index published by the Department of Labor or other applicable Governmental Authority. In the event that the CPI is converted to a different standard

reference base or otherwise revised, the determination of any values subject to adjustment based upon the CPI shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if such Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the CPI ceases to be published, and there is no successor thereto, such other index as Board of Managers shall select shall be substituted for the CPI. To the extent that any threshold in the Declaration or these By-Laws is subject to adjustment by the CPI, for such purpose: (i) the Base CPI shall be that in effect on the date the Declaration is recorded; and (ii) the Adjustment Index shall be the CPI in effect on the anniversary of the month during which the Declaration is recorded, that precedes the date on which the relevant adjustment is to be made.

ARTICLE 14

AMENDMENTS TO THE BY-LAWS

14.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting: (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 66-2/3% in number of the Residential Units (*i.e.* 24 Residential Units)and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected, provided however, that notwithstanding anything to the contrary contained herein or in the Declaration, any amendment, modification, addition or deletion to these By-Laws (including the Rules and Regulations) or the Declaration which has an adverse effect on the rights and benefits, or obligations or liabilities of the Commercial Unit Owner (other than to a *de minimus* extent) shall require the consent of the Commercial Unit Owner, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only (i) the Residential Section or the Residential Unit Owners may be amended, modified, added to or deleted upon consent by 66-2/3 percent of the Residential Unit Owners in accordance with the provisions of these By-Laws, and (ii) the Commercial Units or the Commercial Unit Owners, specifically including, but not limited to Sections 6.16 and 6.17, Article 7 and Section 9.3 hereof, may be amended, modified, added to or deleted only upon consent by the Commercial Unit Owner, provided however, to the extent provisions of these By-Laws restrict the use of the Commercial Units, the addition, modification, deletion or amendment of such provisions require consent of the Commercial Unit Owner. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting the Declarant or its successor, Permitted Mortgagees, or the Commercial Units or the Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board, as attorney-in-fact for all Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by all Unit Owners to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting the Declarant or its successor, any Unsold Unit, no amendment, modification, addition or deletion shall be effective as to Declarant without the prior approval of Declarant to any such amendment, modification, addition or deletion. Notwithstanding any provision contained herein to the contrary, (i) no amendment, modification,

addition or deletion pursuant to the provisions of clause (a) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, appointed pursuant to Section 8.6 of these By-Laws, and (ii) the provisions of this Section 14.1 may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, as the case may be), eighty (80%) percent in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

14.2 Amendments Affecting the Declarant. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the affected Unit Owner with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of such Unit, or affecting their respective rights, privileges, easements, licenses or exemptions granted to the Unit Owners, (b) without the prior written consent of the Declarant, or its successor, as the case may be, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted herein to the Declarant or its successor-in-interest, as the case may be, or otherwise affecting the Declarant or a successor owner of any Unsold Unit, as the case may be, or (c) without the prior written consent of the holder of any mortgage, pledge, or other lien or security interest then in force and effect covering any Unit, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unit.

14.3 Amendments Affecting Permitted Mortgagees. Except as otherwise expressly provided herein or in the Declaration, no amendment to the Declaration and/or these By-Laws that would materially and adversely affect the rights and remedies of the holder of any Permitted Mortgage (to more than a *de minimus* extent), including, without limitation, any modification, addition, amendment or deletion of or to Article 8 or Sections 6.2, 6.4.2 , 14.2 hereof shall be effective as against the holder of any Permitted Mortgage made prior to the date of such amendment unless such holder the Mortgage Representatives, appointed pursuant to Section 8.6 hereof, without the prior written approval of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any, or, if the Declarant's Construction Loan is then outstanding without the express written consent of Declarant's Construction Lender. If the Permitted Mortgagees or Mortgage Representatives fail to respond within sixty (60) days after written receipt of the proposed amendment, delivered by either certified mail, "return receipt" requested or by recognized overnight courier, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed. The terms of the immediately preceding sentence with respect to "deemed approval", shall not apply to Declarant's Construction Lender/. Any notice to be sent pursuant to this Section 14.3 shall be sent either to the Mortgage Representatives appointed pursuant to Section 8.6 hereof, or to the address that appears on a Permitted Mortgage recorded in the City Register's office, unless such Permitted Mortgagee has given written notice to the Board of Managers in accordance with these By-Laws.

14.4 Amendments to be made by the Commercial Unit Owners. The Commercial Unit Owners shall have the right to amend the Declaration and the By-laws provided that two-thirds of the Commercial Units consent to any such amendment and such amendment affects only the Commercial Units and/or the Commercial Unit Owners, without the consent of the other Unit Owners of the Condominium Board.Amendments to be made by the Declarant.. Notwithstanding any provision contained herein to the contrary, the Declarant or a successor owner of the Unsold Units, or a transferee who has the written consent of the Declarant, may, without the consent of the other Unit Owners and to the extent such authority is reserved to the Declarant, amend the By-Laws to the extent such amendment is required in order to correct a manifest error or to make a conforming amendment or modification that is otherwise consistent with the rights, terms and restrictions contained herein and in the Declaration.

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EXHIBIT A

RULES AND REGULATIONS FOR THE RESIDENTIAL SECTION OF

200 WEST 88TH STREET CONDOMINIUM

1. Subject to the rights of Unit Owners with respect to those Common Elements reserved for exclusive or shared use, neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or on the roof of the Building.

2. Except as otherwise provided in the By-Laws, no public hall or public elevators of the Building shall be decorated or furnished by any Unit Owner in any manner. Except as otherwise provided in the By-Laws, the style, finish and hardware of the exterior side of the corridor doors shall not be altered.

3. Each Unit Owner shall keep its Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

4. Other than as required by applicable law, no window guards or other window decorations shall be used in or about any Residential Unit except such that the same shall have been approved in writing by the Board, or the managing agent thereof, which approval shall not be unreasonably withheld or delayed. No ventilator, window screens or air-conditioning device shall be installed in the Residential Section or a Residence within any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

5. No radio, television aerial or satellite dishes shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or By-Laws or shall have been approved in writing by the Board, or the managing agent thereof; nor shall anything be projected from any window of a Unit without similar approval.

6. 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 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 in such Unit Owner's Unit.

7. No baby carriages, shopping carts, bicycles, scooter and luggage shall be allowed to stand in the public halls, passageways or other public areas of the Building. The aforementioned items shall be allowed in the elevator only in such a manner so as not to cause damage to the Building. Motorcycles, velocipedes or any similar vehicles which require any petroleum motor fuel are strictly prohibited from the Building. The use of roller blades and skateboards in the Building is prohibited.

8. The Residential Unit Owners of the Full Floor Units are prohibited from positioning any furniture or other personal property so that the same would obstruct access to or traffic flow to and from the Fire Doors which provide a means of egress to the stair halls.

9. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner's Unit between 10:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 8:00 a.m. Construction, repair work or other installation involving noise shall be conducted only on weekdays (Monday through Friday, not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency.

10. Residents or tenants of any Residential Unit shall have the right to keep and harbor pets in their Residential Unit; however, such Residential Unit Owner's right shall be subject to the Board's right to revoke such Residential Unit Owner's right at any time if the Board determines in its sole discretion that such pet constitutes a nuisance or a danger to other occupants of the Building. In no event shall any bird, reptile or animal be permitted in the elevators of the Building, or in any of the public portions of the Building, unless carried in a cage or on leash. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

11. Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

12. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent thereof out of the Building on any private business.

13. The agents of the Board or its Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent thereof, may enter the Residential Unit or the Commercial Unit , at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner and the tenant of the Residential Unit, if applicable. Agents of the Board or the Managing Agent thereof shall also have the right to enter any Unit at any time in the event of an emergency.

14. The Condominium Board and the Managing Agent thereof may retain a passkey to all Condominium Units, and Residential Units. If any lock is altered or a new lock is installed, including any elevator lock, the Board or the Managing Agent thereof shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner or a tenant of a Unit, if applicable, is not personally present to open and permit an entry to its Unit, at any time when an entry therein is necessary or permissible pursuant to these Rules and Regulations or the By-Laws and the Unit Owner has not furnished a key to the Board, the Residential Board or the Managing

Agent thereof, as applicable, then the Board, the Residential Board or the Managing Agent, or their agents, in an emergency, and when specifically authorized (by an officer of the Condominium Board or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

15. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be left unattended on any sidewalk surrounding the Building or in the driveway provided access to the Garage or in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

16. The Condominium Board or its Managing Agent with respect to the General Common Elements or Residential Common Elements, may from time to time curtail or relocate any portion of the foregoing elements devoted to service purposes in the Building.

17. Complaints regarding the service of the Condominium shall be made in writing by the Unit Owners to the Condominium Board, or to the Managing Agent thereof.

18. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

19. Clothes and other articles shall not be dried or aired on the Balconies, Loggias or Terraces of the Building or on any other public area of the Property.

20. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units.

21. All Unit Owners shall comply with Smoking Policy set forth in Section 6.31 of the By-Laws.

22. No Unit Owner or any of its agents, servants, employees, licensees or visitors shall at any time bring into or keep in its Unit any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

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

24. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

25. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in its Unit or in the Common

Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

26. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Board or its Managing Agent, which consent may be withheld in the Board's sole discretion.

27. In the event that any Residential Unit is used for a home occupation that is permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

28. With respect to any Residential Unit having a Balcony, Loggia, or Terrace appurtenant thereto, the following additional rules and regulations shall apply: All furniture must be "patio/terrace" furniture which is rust-proof. Any planting/landscaping must comply with all applicable laws and regulations. Plants may not exceed the total weight allowance of 50 pounds and must be planted in water-proof containers so as not to cause water leakage. Any damage caused by any Unit Owner's or its tenants' negligence shall be at such Unit Owner's sole cost and expense. All Balconies, Loggias, and Terraces 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 Owners shall not remove any of the above items by putting them over any Balcony, Loggia, or Terrace walls, but shall remove said items either through the Unit or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Balcony, Loggia, or 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 any Balcony, Loggia, or Terrace; any appropriate furniture, including table, chair cushions and umbrellas may be left on the Balconies, Loggias, or Terraces only if properly secured. No items can be placed on the Balcony, Loggia, or Terrace parapet wall and/or railing. In no event shall any Unit Owner be permitted or allowed to enclose any Balcony, Loggia, or Terrace (except to the extent that such Balcony, Loggia, or Terrace was enclosed by the Residential Unit Owner) or erect any structure on any Balcony, Loggia, or Terrace. No portion of any Balcony, Loggia, or Terrace may be painted, cemented or changed in any fashion from its original appearance. No carpeting may be placed on any Balcony, Loggia, or Terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any Balcony, Loggia, or Terrace. No animals, which include, but are not limited to dogs, cats, birds, are allowed on any Balcony, Loggia, or Terrace. The Board and the Residential Board shall have the right to require any Unit Owner to remove plantings, surfaces and other installations which have been placed on the Balconies, Loggias, or Terraces if the Board or the Residential Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the Balcony, Loggia, or Terrace or other portion of the Building or is otherwise unsafe. In addition, the Residential Board or the Board shall have the right, in connection with any repair or maintenance work in the Building, to erect scaffolding temporarily on any Balcony, Loggia, or Terrace. The Residential Board may establish such other rules and regulations as it deems necessary to protect the Common Elements, the Residential Common Elements, the Units including the Residential Units within the Residential Section and to insure the integrity of the Building and the health and safety of the occupants.

29. There will be no barbecuing in the Units. Applicable law and regulations currently prohibit barbecuing on the Balconies and Loggias and there are restrictions regarding barbequing on Terraces that may apply.

30. In the event that the Board receives complaints about noise emanating from any of the Residential Units, the Board may request that, substantially all (which shall mean at least fifty (50%) percent) of the floor area be covered with carpeting or equally effective noise-reducing material (excepting areas similar to kitchens, pantries, bathrooms, maid's rooms, closets, and foyers in such Unit and also excepting work areas).

31. All Unit Owners and/or tenants shall comply with all requirements of applicable law and regulations of the Condominium Board regarding recycling of trash. All Unit Owners and/or tenants shall separate their trash into "recyclable" and "non-recyclable" materials. The Condominium Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by Unit Owners and/or tenants for the disposal of designated recyclable materials, and the locations where designated recyclable materials shall be deposited. The Condominium Board may also establish other regulations regarding recycling of trash. Any costs incurred by the Condominium Board in the enforcement against Unit Owners and/or tenants of recycling requirements imposed by applicable law or by the Condominium Board, including but not limited to, legal fees and fines or penalties imposed on the Condominium Board by any government agency, shall be payable by the Unit Owner and/or tenant and shall be deemed a fine under the By-Laws.

32. The Condominium Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Unit when, in the judgment of the Condominium Board, the Condominium Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, or the preservation of good order therein, or the operation or maintenance of the Condominium, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

33. Except as permitted under the Declaration and the By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time nor for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

34. The use of radios (including stereos and boom boxes) is not permitted on any Balcony, Loggia or Terrace by any Unit Owner, any tenants of the Residential Units within the Residential Section, their families, guests, servants, employees, agents, visitors or licensees.

35. Balconies, Loggias and Terraces appurtenant to the Residential Unit or any Residential Units within the Residential Section shall be used for passive recreational use only *(i e.,* walking, reading and quiet personal enjoyment).

36. When no lobby attendant is on duty, all visitors must be admitted by the intercom system. Non-residents who are not accompanied by a resident of the Building will not be allowed

into the Building without authorization from a resident. Unit Owners are required to register the names of regular or repeat domestic employees with the Condominium Board.

37. The Residential Board must be notified prior to the commencement of any alteration work. To the extent required pursuant to the By-laws, written approval must be obtained from the Residential Board before any such alterations (other than painting, wallpapering and carpeting) may be made to a Unit. After plans have been approved, there is a time limit of six (6) months for the completion of the construction or renovation work unless the Residential Board extends the time limit. After receiving written approval for the proposed alteration, and at least two (2) Business Days prior to the commencement of work, Unit Owners are required to inform the Managing Agent or the Residential Board, in writing, of the nature and extent of the work, installation, or proposed repair, the number of personnel involved and the estimated time for completion. Unit Owners will also assume financial responsibility and will indemnify the Condominium for any damage done to any other Unit, or to any Common Element. Construction personnel may work only between the hours of 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding national holidays. Prior to the commencement of work, Unit Owners are required to provide certificates of insurance for all contractors and subcontractors, naming the Condominium and the Managing Agent, as additional insureds, as well as any required building permits.

38. No moving company will be permitted to enter the Building without first providing the Managing Agent or Condominium Board with a Certificate of Insurance.

39. Commercial film, video, and photographic shoots are not permitted in the Building, without the prior written permission of the Board of Managers.

EXHIBIT "L"

FORM W-9

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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**

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

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EXHIBIT "M"

FORM W-8

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Form **W-8BEN**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Go to *www.irs.gov/FormW8BEN* for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• You are a person acting as an intermediary	W-8IMY

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1	Name of individual who is the beneficial owner	2 Country of citizenship
3	Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**	
	City or town, state or province. Include postal code where appropriate.	Country
4	Mailing address (if different from above)	
	City or town, state or province. Include postal code where appropriate.	Country
5	U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a	Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required ☐
7	Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income):

_____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶ ☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

_____ _____
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

_____
Print name of signer

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EXHIBIT "N"

USE AND OCCUPANCY AGREEMENT

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USE AND OCCUPANCY AGREEMENT

This use and occupancy agreement ("Use and Occupancy Agreement") for Unit _____ ("Unit") at 200 West 88th Street Condominium, located at 200 West 88th Street, New York, NY 10024 ("Premises") is made as of _____, 20___ between Amsterdam 88 LLC ("Sponsor"), a New York limited liability company having an address c/o Northco Management Corp, 1239 Broadway, Suite 1100B, New York, NY 10001 and _____ ("Purchaser") (together, the "Parties").

B A C K G R O U N D

A. Sponsor is the sponsor of an offering pursuant to an offering plan ("Plan") to convert the Premises to condominium ownership.

B. The Parties executed a Purchase Agreement for the Unit dated _____, 20___ as may be amended from time to time ("Purchase Agreement").

C. The Parties executed a Rider to the Purchase Agreement ("Rider") pursuant to which Purchaser was granted the right to enter into a Use and Occupancy Agreement and thereby use and occupy the Unit prior to the conveyance of title to the Unit to Purchaser.

NOW THEREFORE, it is agreed by the Parties as follows:

1. All capitalized terms used in this Use and Occupancy Agreement shall have the same meanings ascribed to them in the Plan, Purchase Agreement and Rider, as amended.

2. The term ("Term") of the Use and Occupancy Agreement shall commence on _____, 20___ ("Occupancy Date") and shall end on the date occurring on the earlier of: (a) the Closing of Title to the Unit pursuant to the terms of the Purchase Agreement, and (b) _____, 20___, unless the date is extended in accordance with the terms of this Use and Occupancy Agreement or (c) the date that either Sponsor or Purchaser cancels the Purchase Agreement in accordance with the terms thereof.

3. Purchaser shall pay to Sponsor without deduction or offset, use and occupancy payments (each a "Payment") in the amount of $_____ per month to be paid on the first day of each month of the Term. If this Use and Occupancy Agreement is terminated by reason of the Closing of Title and conveyance of title to the Unit to Purchaser, any Payment received by Sponsor for the month in which the Closing of Title occurs shall be adjusted between Sponsor and Purchaser at Closing.

4. Purchaser warrants that the Unit has been inspected and examined and Purchaser shall accept title to the Unit at Closing in the same "as is" condition as existed on the Closing Date, except for items set forth on the Inspection Statement executed by Purchaser prior to the Occupancy Date, if any. For avoidance of doubt, and without limiting the generality of the foregoing statement, it is understood and agreed that Sponsor shall not have any obligations under the Limited Warranty set forth in the section of the Plan "Rights and Obligations of Sponsor" with respect to the condition of the Unit.

5. During the Term, Purchaser shall keep the Unit clean and in good condition and no person other than Purchaser and Purchaser's family may occupy the Unit (subject in all events to the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Condominium) and the Unit may not be sublet, and/or occupied by any other person without the express prior written consent of Sponsor. Purchaser shall not harbor any pets in the Unit without Sponsor's prior written consent. Purchaser shall not perform any alterations, modifications, renovations and/or repairs to or in the Unit without Sponsor's prior written consent. Purchaser acknowledges that while the Unit may be legally occupied, certain services and facilities in the Building may be subject to shut off or otherwise unavailable because of ongoing construction. Purchaser agrees that the interruption or failure of any such services or facilities shall not be an objection or defense by Purchaser to any of the conditions or obligations set forth in this Use and Occupancy Agreement or under the Purchase Agreement, nor shall Purchaser be entitled to any reduction in the Payments required in paragraph 3 hereunder or in the Purchase Price.

6. It is specifically understood and agreed that Sponsor and the Condominium Board shall be free from any and all liability for any damage or injury to persons or property or arising from any cause or happening whatsoever in, on, or to the Unit from and after the Occupancy Date, except if caused by the willful, affirmative acts on the part of Sponsor, the Condominium Board or their respective agent(s). Commencing on the Occupancy Date and throughout the Term, Purchaser shall obtain and maintain (a) personal general liability insurance against any and all claims for bodily injury death or property damage (including, but not limited to, loss due to water damage) occurring in, upon or from the Unit thereto or any part thereof, with limits not less than $1,000,000 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property plus at least $1,000,000.00 umbrella liability coverage and (b) tenant's "all-risk" property insurance (under a HO-6 form) 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), for which Sponsor will be named as a loss payee, in an amount no less than $250,000.00 and personal property in an amount that Purchaser represents is sufficient to cover replacement cost. Such insurance shall name Sponsor and the Condominium Board as additional insured parties and may not be cancelled without prior written notification to Sponsor. Purchaser shall indemnify, defend and hold Sponsor and the Condominium Board harmless from and against any and all costs, expenses, liabilities and/or obligations (including, without limitation, reasonable attorneys' fees and disbursements) arising from any cause or happening whatsoever in, on, or to the Unit from and after the Occupancy Date, except if caused by the willful, affirmative acts on the part of Sponsor, the Condominium Board or their respective agent(s).

7. Nothing contained herein shall serve to waive or modify the rights of Sponsor or Purchaser pursuant to the Purchase Agreement in the event the parties fail to close title in accordance with the terms of the Purchase Agreement.

8. The parties acknowledge that this Use and Occupancy Agreement is not a lease and that a landlord/tenant relationship is not established by virtue of this Use and Occupancy Agreement or Purchaser's occupancy of the Unit, which is provided solely as an accommodation to Purchaser.

9. In the event Purchaser files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it subsequent to the execution of this Use and Occupancy Agreement, Purchaser acknowledges, warrants and represents, to the maximum extent permitted by law, that, as of the date of this Use and Occupancy Agreement: (i) Purchaser is presently occupying the Unit with no rights of possession, whether legal or equitable, in the Unit, except as otherwise provided in this Use and Occupancy Agreement; (ii) the automatic stay, pursuant to 11 U.S.C. §362(a), does not bar or prevent Sponsor from recovering possession of the Unit, and (iv) a trustee-in-bankruptcy may not assume or reject Purchaser's right to occupy the Unit, pursuant to 11 U.S.C. §365.

10. In the event that (i) Purchaser defaults under the terms of this Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due) or (ii) the Term expires, Purchaser shall vacate and deliver possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney ("Vacate Date").

11. Purchaser acknowledges that it would be difficult, if not impossible, to actually assess the damage that would be suffered by Sponsor as a result of Purchaser's failure to faithfully perform its obligation to vacate and surrender the Unit on or before the Vacate Date. Therefore, it is expressly agreed that if Purchaser fails to vacate and surrender exclusive possession of the Unit on or before the Vacate Date and/or seek an extension of time to remain in the Unit beyond the Vacate Date and/or fails to deliver the keys to the Unit on or before the Vacate Date, Purchaser, in addition to having liability for the damages available hereunder or available to Sponsor at law or equity, shall be liable to Sponsor for liquidated damages in a sum equal to $_____ ("Liquidated Damage Payments," each a "Liquidated Damages Payment") for each day between the Vacate Date and the date on which Purchaser vacates and surrenders exclusive possession of the Unit or Sponsor obtains vacant, legal and physical possession of the Unit. The obligation to make Liquidated Damage Payments begins on the first day following the Vacate Date. The Parties agree that the requirement that Purchaser make Liquidated Damage Payments and that Sponsor recover the attorneys' fees and costs in enforcing the terms of this Use and Occupancy Agreement is fair and reasonable under the circumstances and does not constitute a penalty. This paragraph shall not constitute a modification or waiver of Purchaser's obligation to vacate the Unit on or before the Vacate Date in accordance with the terms of the Use and Occupancy Agreement.

12. At Sponsor's option, Liquidated Damage Payments may be deducted from the Security Deposit (defined below). The Liquidated Damage Payments shall be in addition to the Payment required to be paid by Purchaser in paragraph 3 and is in addition to all other charges Purchaser is required to pay pursuant to this Use and Occupancy Agreement and all of Sponsor's remedies under the Purchase Agreement.

13. Purchaser agrees: (i) that Sponsor, without notice, may commence a summary holdover proceeding for the purpose of enforcing this Use and Occupancy Agreement; (ii) that

Purchaser will consent in the holdover proceeding to the personal and subject matter jurisdiction of the court and waive any and all substantive and procedural defenses to the proceeding; and (iii) that Sponsor may file a Stipulation of Settlement ("Stipulation") (a copy of which is annexed hereto) by which Purchaser, among other things, consents to a final judgment of possession and the execution of a warrant of eviction without further notice. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor the Stipulation, the terms of which are incorporated herein.

14. Purchaser shall be liable for any and all actual and incidental costs incurred by Sponsor in recovering possession of the Unit, including, but not limited to, storage and/or disposal fees for Purchaser's belongings, personal property and attorneys' fees and court costs. At Sponsor's option, all actual and incidental costs may be deducted from the Security Deposit, and Purchaser shall be liable for the balance of the costs that exceed the Security Deposit.

15. As security for the performance of Purchaser's obligations hereunder, including, without limitation, making all Payments, Liquidated Damage Payments, attorneys' fees, and reimbursing Sponsor for any and all expenses attendant to performing repairs to the Unit necessitated by Purchaser's occupancy and other incidental costs and expenses, Sponsor hereby acknowledges receipt of $_____ ("Security Deposit"). The Security Deposit shall be returned to Purchaser (less deductions as set forth in this paragraph) either upon Closing or, if the Purchase Agreement has been terminated, within 15 days after the Unit is surrendered to Sponsor as required by this Use and Occupancy Agreement.

16. Any default by Purchaser under this Use and Occupancy Agreement that continues beyond the applicable grace period shall constitute an Event of Default by Purchaser under the Purchase Agreement entitling Sponsor to exercise any and all remedies provided for in the Purchase Agreement, provided however, that any default by Purchaser under the Purchase Agreement that continues beyond the applicable grace period shall constitute a default by Purchaser under this Use and Occupancy Agreement entitling Sponsor, in its sole option, to terminate this Use and Occupancy Agreement in accordance with its terms and with Law. Sponsor shall make written demand to Purchaser for payment of any monies due under the Use and Occupancy Agreement at least 30 days before forfeiture of a Purchaser's Deposit under a Purchase Agreement may be declared.

17. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor the stipulation of settlement in the form annexed hereto ("Stipulation"), the terms of which are incorporated herein.

18. Purchaser expressly acknowledges Purchaser's obligation to and shall comply with the Condominium Declaration, By-Laws and Rules and Regulations.

19. If any Payment due under this Use and Occupancy Agreement is received after the 10th of the month, Purchaser shall pay to Sponsor a late fee in the sum of $_____. If any check delivered by Purchaser to Sponsor is returned for insufficient funds or is uncollectible for any reason, Purchaser shall pay Sponsor a returned check fee in the amount of $_____.

In addition, Sponsor has the right to treat a check from Purchaser that has been returned for insufficient funds as an event of default under the Purchase Agreement, for which Sponsor may exercise all remedies available under the Purchase Agreement and Applicable Law.

20. The Rules and Regulations and the form of Purchase Agreement set forth in Part II of the Plan provide the smoking policy for the Property ("Smoking Policy") in accordance with §17-506.1 of the Administrative Code of the City of New York: Persons may smoke within a Unit and on a Terrace or balcony exclusive to a Unit, provided however that such smoking does not trigger complaints of smoke odors permeating into other Units or Prohibited Smoking Locations in the building ((i) in any common area, indoor or outdoor, of the building, including without limitation all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity areas, and driveways, and (ii) within a radius of thirty (30) feet outside all entrance doors of the building, collectively "Prohibited Smoking Locations"). Purchasers are advised to refer to the Rules and Regulations to read the Smoking Policy in its entirety. Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

21. Purchaser acknowledges and accepts that the Plan discloses obligations of Unit Owners to obtain and maintain certain Mechanical Equipment Service Agreements and Fireplace Service Agreements (as such terms are defined in the section of the Plan entitled "Special Risks"). Notwithstanding anything in the Plan to the contrary, Purchaser agrees that, to the extent Purchaser would be obligated under the Plan to procure one or more Mechanical Equipment Service Agreements and/or Fireplace Service Agreements as of the date of Closing, same shall be procured and in effect as of the Occupancy Date instead and shall be maintained by Purchaser, at Purchaser's sole cost and expense, for the duration of Purchaser's occupancy in the Unit prior to Closing. Nothing herein shall be construed to relieve Purchaser of any obligations under the Condominium Documents post-Closing with respect to the Mechanical Equipment Service Agreements and/or Fireplace Service Agreements (as applicable), including without limitation to provide proof at Closing that same remains in effect as of the Closing Date.

22. This Use and Occupancy Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

23. In the event of any inconsistency between the provisions of this Use and Occupancy Agreement and those contained in the Plan, the provisions of this Use and Occupancy Agreement shall govern and be binding.

24. Any notices or documents required to be given pursuant to this Use and Occupancy Agreement must be delivered: if to Sponsor to c/o Northco Management Corp., 1239 Broadway, Suite 1100B, New York, NY 10001, with a copy to Greenspoon Marder LLP,

1345 Avenue of the Americas, Suite 2200, New York, New York 10105, Attention: Lisa R. Radetsky, Esq.; and if to Purchaser to Attorney for Purchaser. All deliveries must be made by nationally recognized overnight courier for next business day delivery and shall be deemed given upon deposit with the courier service.

25. This Use and Occupancy Agreement shall be subordinate to any loan entered into heretofore between Sponsor and any lender to finance the construction of the Building.

26. This Use and Occupancy Agreement may only be modified by an agreement in writing signed by the parties hereto. No oral understanding or agreement shall be effective to modify, change or amend the terms or conditions of this Use and Occupancy Agreement.

27. Neither party nor their respective attorney shall be deemed to be the sole drafter hereof, and the parties hereto waive the benefit of any rule of construction relating to the interpretation of a document against the drafter.

28. This Use and Occupancy Agreement may be executed in any number of original, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Use and Occupancy Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO USE AND OCCUPANCY AGREEMENT]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

AMSTERDAM 88 LLC

By:_____
Name:
Title: Authorized Signatory

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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

AMSTERDAM 88 LLC Petitioner-Owner, - against – Premises: 200 West 88th Street Condominium 200 West 88th Street New York, NY 10024 Respondent-Occupant.	Index No. L&T – STIPULATION OF SETTLEMENT HOLDOVER

WHEREAS, Petitioner and Respondent entered into a certain Purchase Agreement ("Purchase Agreement"), dated as of _____, 20___, pursuant to which Petitioner agreed to convey and Respondent agreed to purchase Unit ____ located in a building known as 200 West 88th Street Condominium, 200 West 88th Street, New York, NY 10024 ("Premises"); and

WHEREAS, Respondent has been occupying the Premises pursuant to a use and occupancy agreement ("Use and Occupancy Agreement"); and

WHEREAS the term Respondent was permitted to occupy the Premises under the Use and Occupancy Agreement ("Term") has expired, but Respondent continues to use, occupy and possess the Premises past the Term without the permission of Petitioner; and

WHEREAS, Respondent has agreed to vacate the Premises;

NOW, THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants contained herein, the parties

hereto wish to settle all claims and resolve all disputes and differences among them and do hereby stipulate and agree as follows:

1. Respondent acknowledges having received and was duly served with the Notice of Petition and Petition Holdover by which Petitioner seeks a final judgment of possession for the Premises and a warrant of eviction ("Warrant") removing Respondent from the Premises.

2. Respondent accepts service, waives traverse and all objections to personal and subject matter jurisdiction, if any. Respondent admits as true each and every allegation set forth in the petition, waives trial by jury, and waives all defenses, affirmative defenses and counterclaims of any kind or nature and the service of any notice before the Warrant may be executed.

3. Respondent expressly: (i) waives any and all objections of any kind or nature to the service, substance or sufficiency of notices, if any, served prior to the commencement of this proceeding, (ii) acknowledges that the term granted to Respondent under the Use and Occupancy Agreement has expired; (iii) acknowledges that it has no further right, title or interest in or to the Premises and that (iv) Respondent remains in possession of the Premises past the Term without permission as a "holdover" occupant.

4. Respondent consents to the entry of a final judgment of possession for the Premises and to the immediate issuance and execution of the Warrant and agrees to be evicted from the Premises. Any personal property remaining in the Premises after eviction shall be deemed abandoned.

5. The terms of the Use and Occupancy Agreement shall govern the obligations of the parties, except as modified by the terms of this Stipulation and Order.

6. Respondent hereby waives, abandons, relinquishes and surrenders any rights it may have to (i) an extension of time to cure any breach of condition set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant (iii) judicial intervention of any kind or nature to extend, modify or toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder (iv) appeal from any order of the Court resulting from this Stipulation and Order.

7. If Petitioner shall employ counsel to enforce any of Respondent's obligations under this Stipulation and Order or to defend any litigation commenced by Respondent in connection with this Stipulation and Order, including, without limitation, an application seeking (i) an extension of time to cure any breach of condition as set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant, (iii) judicial intervention of any kind or nature to extend, modify, toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder; or (iv) to appeal from any order of the Court resulting from this Stipulation and Order, notwithstanding the prohibition in this Stipulation and Order of Respondent seeking such relief, and if Petitioner shall be compelled to enforce Petitioner's rights hereunder, Respondent shall pay all of the Petitioner's costs and expenses in connection therewith, including, without limitation, attorneys' fees and disbursements.

8. Respondent warrants and represents that, in executing this Stipulation and Order, Respondent has relied on legal advice from an attorney of Respondent's choosing, is entering into this Stipulation and Order voluntarily and without duress and that the terms of this Stipulation and Order have been read and its consequences (including risks, complications, and costs) have been fully explained to Respondent by its attorney. Respondent further represents that it has not relied on any promise or representation made outside this Stipulation and Order.

9. The parties hereto expressly agree that the Court shall retain jurisdiction over the enforcement of the provisions of this Stipulation and Order.

10. The parties hereto shall cooperate fully so as to facilitate the compliance with all of the obligations set forth in this Stipulation and Order. All documents required to be executed by Respondent shall be delivered to the Petitioner so requesting within three (3) business days, delivery to be made by hand or overnight courier.

11. In the event of a conflict between the terms of the Use and Occupancy Agreement and those of this Stipulation and Order, the terms of this Stipulation and Order shall prevail.

12. This Stipulation and Order constitutes the entire agreement between Petitioner and Respondent with respect to the subject matter hereof and no oral representations exist between the parties with respect thereto. This Stipulation and Order shall constitute an Order of the Court, subjecting a party who violates its provisions to all rights and remedies available for the violation of a Court order.

13. This Stipulation and Order is the product of substantial negotiations between the parties and, as such, no negative inferences shall be drawn against either party as the drafter hereof.

14. This Stipulation and Order shall be filed with the Court and shall become an Order of the Court upon signature of any judge sitting in the civil court without further notice to either party.

Dated: New York
_____, 20__

By: _____

GREENSPOON MARDER LLP
Attorneys for Petitioner
1345 Avenue of the Americas, Suite 2200
New York, New York 10105
(212) 554-5058

By: _____
RESPONDENT

By: _____
RESPONDENT

SO ORDERED:

_____
JUSTICE OF THE CIVIL COURT

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EXHIBIT "O"

SPECIMEN TITLE INSURANC POLICY

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: Royal Abstract of New York LLC
Issuing Office: 125 Park Avenue, Suite 1610, New York, New York 10017
Issuing Office File Number: [Title No.]
Property Address: _____ Condominium,
568-574 Amsterdam Avenue a/k/a 200 West 88th Street, Unit ___, New York, NY

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company
666 Third Avenue, 5th Floor
New York, NY 10017

Policy Number: [Policy No.]
Amount of Insurance: [$ Purchase Price]
Date of Policy: [Date of Closing]

1. The Insured is: [Name(s) of Purchaser]

2. The estate or interest in the Land insured by this policy is: Fee Simple

3. The Title is vested in:

   Deed from Amsterdam 88 LLC to [Name(s) of Purchaser] dated [Date of Closing] to be duly recorded in the Office of the City Register of the City of New York of the County of New York.

4. The land is described as follows: See Schedule A Legal Description.

First American Title Insurance Company

By_____
Authorized Signatory

SCHEDULE A

Policy No: [Policy No.]
File No.: [Title No.]

LEGAL DESCRIPTION

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as _____ and by the street number **568-674 Amsterdam Avenue a/k/a 200 West 88th Street**, County of New York, State of New York, said Unit being designated and described as **Residential Unit No.** _____ in a Declaration dated _____ made by **Amsterdam 88 LLC**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York on _____ **as CRFN** _____ (which Declaration and Amendments (if applicable) thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot** ____ **in Block 1235** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by _____, Architects on _____ and filed with the Real Property Assessment Department on _____ **as Condominium Plan No.** _____ and also filed in the Office of the City Register of the City of New York, County of New York on _____ **as Condominium Map CRFN** _____.

TOGETHER with an undivided _____**%** interest in the Common Elements (as such term is defined in the Declaration).

The Land on which the Building and Unit is located is situated in the County of New York and State of New York and is more fully described in the Declaration.

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

Parcel A:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 82 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

Parcel B:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 55 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with Amsterdam Avenue, 27 feet;

THENCE easterly, parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

Parcel C:

BEGINNING at a point on the westerly side of Amsterdam Avenue, distant 28 feet southerly from the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, parallel with West 88th Street and part of the way through a party wall, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 27 feet;

THENCE easterly, again parallel with West 88th Street and part of the way through another party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly along the westerly side of Amsterdam Avenue, 27 feet to the point or place of BEGINNING.

Parcel D:

BEGINNING at the corner formed by the intersection of the westerly side of Amsterdam Avenue and the southerly side of West 88th Street;

RUNNING THENCE westerly, along the southerly side of West 88th Street, 100 feet;

THENCE southerly, parallel with the westerly side of Amsterdam Avenue, 28 feet;

THENCE easterly, parallel with the southerly side of West 88th Street and part of the way through a party wall, 100 feet to the westerly side of Amsterdam Avenue; and

THENCE northerly, along the westerly side of Amsterdam Avenue, 28 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as _____ Condominium, 568-574 Amsterdam Avenue a/k/a 200 West 88th Street, New York, NY and designated as Block 1235 Lot ___ as shown on the Tax Map of the City of New York, County of New York.

SCHEDULE B

Policy No: [Policy No.]
File No.: [Title No.]

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. The policy will except any state of facts which an accurate survey and inspection of Unit would show.

2. Rights of tenants or persons in possession.

3. Railroad Consent made by A. Buchsbaum to The Forty Second Street, Manhattanville and St. Nicholas Avenue Railway Company dated 5/4/1896 and recorded 9/28/1897 in Section 4 Liber 61 Page 12. (Affects Streets only)

4. Terms, covenants and conditions set forth in the Declaration of Condominium and By-Laws dated _____ and recorded on _____ as CRFN _____.

5. ***As to the Unit:***

   The policy will except any state of facts which an accurate survey and inspection of Unit would show.

   As to the Land:

   Survey made by NY Land Tech P.C. (Malgorzata Gasiorowska, L.S.) dated 3/25/2025 shows no encroachments or variations with lot lines except as follows:

   A) Temporary plywood fence and gates encroach onto Amsterdam Avenue.

   B) Remains of party wall and foundation wall lie up to 1.1 feet north of part of southerly record line.

   C) The northeasterly corner of 5-story building on premises adjoining on the south encroaches up to 0.2 feet onto subject premises.

   D) Temporary plywood fence varies with part of southerly and westerly record lines.

   E) Concrete retaining/yard wall and fence vary with part of westerly record line.

F) Electric boxes from the easterly wall of 5-story building on premises adjoining on the west project up to 0.9 feet over subject premises.

G) Temporary plywood fence and gate encroach onto West 88th Street.

H) Subject premises under demolition.

Subject to changes since the date of said survey.

6. Mortgage in the original principal amount of [$ Loan Amount] made by [Name(s) of Purchaser] to [Name of Lender] dated [Date of Closing] to be duly recorded in the Office of the City Register of the City of New York of the County of New York.

First American Title™

TIRSA STANDARD NEW YORK ENDORSEMENT - OWNER'S POLICY

Issued by

First American Title Insurance Company

Attached to Policy No.: [Policy No.] File No. [Title No.]

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 in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Issue Date: [Date of Closing]

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

Royal Abstract of New York LLC

Name of Agent

By: _____

Authorized Countersignature

First American Title™

TIRSA WAIVER OF ARBITRATION ENDORSEMENT - OWNER'S POLICY OR LOAN POLICY

Issued by

First American Title Insurance Company

Attached to Policy No.: [Policy No.] File No. [Title No.]

The policy is amended by deleting therefrom:

1. If this endorsement is attached to an ALTA Loan Policy: Condition 18.
2. If this endorsement is attached to an ALTA Owner's Policy: Condition 19.
3. If this endorsement is attached to a TIRSA Owner's Extended Protection Policy: Condition 12.

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.

Issue Date: [Date of Closing]

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

Royal Abstract of New York LLC

Name of Agent

By: _____

Authorized Countersignature

First American Title™

TIRSA CONDOMINIUM ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: [Policy No.] File No. [Title No.]

The Company insures 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.

Issue Date: [Date of Closing]

FIRST AMERICAN TITLE INSURANCE COMPANY

Sally F. Tyler, President

Lisa W. Cornehl, Secretary

Royal Abstract of New York LLC

Name of Agent

By: _____

Authorized Countersignature

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EXHIBIT “P”

CERTIFICATIONS

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EXHIBIT “P-1”

SPONSOR

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SPONSOR'S CERTIFICATION

New York State Department of Law
28 Liberty Street
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: 200 West 88th Street Condominium
200 West 88th Street
New York, New York 10024

Ladies and Gentlemen:

We are the sponsor and the principal 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:

(1) set forth the detailed terms of the transaction and be complete, current and accurate;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(3) not omit any material fact;

(4) not contain any untrue statement of a material fact;

(5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) not contain any representation or statement which is false, where we: (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable

effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

This certification is made under the penalty of perjury for the benefit of all persons to whom this offer is made. We understand the violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

AMSTERDAM 88 LLC

By:_____
Name: Chaim Nortman a/k/a Haim Nortman
Title: Manager

_____
Chaim Nortman a/k/a Haim Nortman

Sworn to before me this
4 day of October, 2025

Notary Public
DEBBIE D. LASSITER
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01LA5062512
QUALIFIED IN QUEENS COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES JULY 1, 2026

EXHIBIT “P-2”

SPONSOR’S ARCHITECT

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ISSAC|STERN
264 W 40TH STREET, PH, NEW YORK,NY 10018
PHONE: 1-212-268-5600 I FAX: 1-212-265-9911
E-MAIL: INFO@ISSACSTERN.COM

PART 20: CERTIFICATION OF ENGINEER OR ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Condominium Offering Plan
200 West 88th Street
New York, New York 10024

Dear Sir/Madam:

The sponsor of the condominium offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by Issac & Stern Architects, P.C. dated August 28, 2024 and approved by the NYC Building Department on February 14, 2025 and prepared the Report dated February 19th, 2026, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a registered architect/licensed engineer in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i.) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii.) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii.) does not omit any material fact;

(iv.) does not contain any untrue statement of a material fact;

(v.) does not contain any fraud, deception, concealment or suppression;

(vi.) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii.) does not contain any representation or statement which is false, where we:

(a.) knew the truth;

(b.) with reasonable effort could have known the truth;

(c.) made no reasonable effort to ascertain the truth; or

(d.) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

We declare under penalty of perjury the laws of State of New York and the United States of America that the foregoing is true and correct. Executed on March 17, 2026

ISSAC AND STERN ARCHITECTS, P.C.

By: _____
Name: Ralph Kowalczyk
Title: Partner



(Engineer's or Architect's Seal)

Sworn to before me this 17
Day of March, 2026

_____
Notary Public

Austin David Martin
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6341019
Qualified in New York County
Commission Expires May 2nd, 2028

64022919v1

EXHIBIT "P-3"

SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

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CENTURY

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET PURSUANT TO SECTION 20.4 (d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED

March 20, 2026

New York State Department of Law
28 Liberty Street
New York, New York 10005
Attn: Real Estate Financing Bureau

Re: 200 West 88th Street Condominium
200 West 88th Street, New York, New York

Russell Heigl hereby certifies as follows:

The Sponsor of the Condominium Offering Plan for the referenced property retained our firm to prepare Schedule B to the Offering Plan containing projections of income and expenses for the first year of condominium operation (the "First Year of Operation").

The principals of Century Management Services, Inc. ("Century"), have been engaged in the management of residential and commercial real estate since 1971. At this time, Century is engaged to manage approximately 150 buildings.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as the same are applicable to Schedule B.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and mixed-use buildings.

We certify that the projections in the Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Condominium for the First Year of Condominium Operation. Based solely upon the opinion of November 18, 2025 from A&D Engineering, PLLC, 2606 East 15th Street, Brooklyn, NY, the projections set forth in Schedule B-1 appear to be reasonable and adequate.

We certify that Schedule B:

(i) sets forth in detail the projection of income and expenses of Condominium operation for the first year of condominium operation;

1430 Broadway, Suite 505, New York, NY 10018 T 212.560.6400 F 212.560.6420 www.centuryny.com

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the projected operation of the condominium for the first year of condominium operation;

(iii) does not omit any material facts;

(iv) does not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) does not contain any representation or statement which is false, where we: (a) knew that 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 the knowledge concerning the representations made.

We further certify that we are not owned or controlled by Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on it. This statement is not intended as a guarantee or warranty of the income and expenses for the operation of the Condominium during the First Year of Operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that the violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

By: _____
Jacob Sirotkin
Chief Operating Officer & Licensed Broker

Sworn to before me this
20th day of March, 2026

_____
Notary Public

MARTA PERALTA
Notary Public, State of New York
No. 01PE6166205
Qualified in New York County
Commission Expires 05/21/2027 08/04/2027

63605764v2

1430 Broadway, Suite 505, New York, NY 10018 T 212.560.6400 F 212.560.6420 www.centuryny.com

EXHIBIT "P-4"

SPONSOR'S EXPERT CONCERNING NON-RESIDENTIAL COMMON CHARGES

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CENTURY

CERTIFICATION BY EXPERT
AS TO THE ADEQUACY OF COMMON CHARGES
PAYABLE BY NON-RESIDENTIAL UNIT OWNERS

November 3, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 15th Floor
New York, New York 10005

Re: 200 West 88th Street Condominium
200 West 88th Street
New York, New York

The Sponsor of the condominium offering plan for the captioned property retained our firm to prepare the operating budget ("Budget") which contains projections of common charges payable by the owners of the commercial unit.

Century Management Services, Inc. ("Century") is a licensed real estate brokerage/management firm in the State of New York. Century has been engaged in the management of residential real estate for approximately 50 years and has manages approximately 150 cooperatives, condominiums, and rental properties throughout the City of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit. We have prepared the Budget as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also relied upon our firm's experience in managing residential buildings.

We certify that the projections in the Budget for common charges payable by the owners of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in the Budget for the common charges payable by the owner of the commercial unit:

(i) sets forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

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(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the commercial unit;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

By: _____
Name: Russell Heigel
Title: Managing Director

Sworn to before me this
3rd day of November, 2025

_____
Notary Public

ANITA JONES-HOLMES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JO5077302
Qualified in New York County
Commission Expires 12/7/2024

