CONDOMINIUM OFFERING PLAN

THE 842 SIXTH AVENUE CONDOMINIUM

Property Located at:
842 Sixth Avenue
New York, NY 10001
New York County

THE OFFERING PRICE OF:

NINETY-FOUR (94) RESIDENTIAL UNITS	$165.440,000
FIVE (5) STORAGE UNITS	$130,000
ONE (1) NON-RESIDENTIAL UNIT	$7,500,000
FOR A TOTAL INITIAL OFFERING PRICE OF	$173,070,000

The Condominium will consist of ninety-four (94) Residential Units, five (5) Storage Units, and one (1) Non-Residential Unit which are being offered for sale pursuant to this offering.

SPONSOR	SELLING AGENT
842 EDENVIEW LLC	BROWN HARRIS STEVENS DEVELOPMENT MARKETING LLC
543 DEKALB AVENUE, 2A BROOKLYN, NY 11205	445 PARK AVENUE, 10TH FLOOR NEW YORK, NY 10022

The Date of Acceptance for Filing is _____.
This Offering Plan may not be used after _____, unless extended by amendment.

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

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

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS OFFERING PLAN (SEE THE SPECIAL RISKS SECTION OF THIS OFFERING PLAN)

THIS OFFERING PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE i.

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PART I
SPECIAL RISKS

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THESE OFFERING MATERIALS CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT. THE FOLLOWING IS A SUMMARY OF CERTAIN SPECIAL RISK CONSIDERATIONS IN CONNECTION WITH THE OFFERING PLAN BUT IS NOT INTENDED TO SUMMARIZE ALL MAJOR FEATURES OF THE OFFERING PLAN. PROSPECTIVE PURCHASERS ARE URGED TO READ THE FOLLOWING SPECIAL RISK FACTORS IN CONJUNCTION WITH THE OFFERING PLAN FOR A DISCUSSION OF THESE AND OTHER IMPORTANT ASPECTS OF THIS CONDOMINIUM OFFERING.

1. Sponsor reserves the right to designate all Residential members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new members of the Board of Managers not designated by Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

2. Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

   The By-Laws do not require that a majority of the Board of Managers be owner-occupants who

are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium. See the sections "Rights and Obligations of the Sponsor" and "Control by The Sponsor" set forth in Part I of the Offering Plan.

3. Sponsor has obtained financing from USC 842 6TH LLC and USC 842 6TH II LLC, c/o Urban Standard Capital, 233 Broadway, Suite 1470, New York, New York 10279. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units. See the section "Terms of Sale" set forth in Part I of the Offering Plan.

4. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

   Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner.

   No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Regardless of anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make an Alteration to a Limited Common Element appurtenant to their Unit must first obtain express written permission from the Board of Managers.

   Limited Common Elements, rooms designated as a home office, and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. The following Units contain a room designated as a home office: 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18A, 19A, 20A, 21A, 22A. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

   See the sections "Description of Property and Improvements" and "Schedule A" set forth in

Part I of the Offering Plan and see the "Description of Property and Building Condition," "Floor Plans," and "Declaration" set forth in Part II of the Offering Plan.

5. Each Residential Unit will have a refrigerator/freezer, dishwasher, washer and dryer, and cooktop or range with oven and hood. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. In no event shall the presence of any furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments, or carpeting ("FFE") in any portion of the Building or Units set forth in any advertisements, marketing materials, renderings, or websites used in connection with the sales and marketing of the Units, or displayed in any model Unit, imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the 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 the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

6. New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with greater than six stories above grade, have their exterior walls and appurtenances inspected periodically. FISP reports are due once in five-year cycles. Once a new building is issued the first temporary Certificate of Occupancy, the five-year "grace period" begins. After this five-year period is over, the building must file during the next applicable cycle. The report will deem the façade Safe, SWARMP, or Unsafe; SWARMP stands for Safe With a Repair and Maintenance Program, Unsafe indicates problems that threaten public safety and requires protection (sheds or fences) be immediately installed. The obligation to comply with FISP shall be solely on the Board of Managers. Sponsor shall have no responsibility or obligation to organize such inspections. The cost of retaining a Qualified Exterior Wall Inspector to perform the inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future; this item is not budgeted for the First year of Operations and may be funded from the Reserve Fund, Working Capital Fund, a future line item in the budget, or by special assessment. The cost of retaining a Qualified Exterior Wall Inspector is currently approximately $15,000; Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Board of Managers will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

7. There are lot line windows on the South elevation and constitute less than 10% of the area of

the wall on the 7th- 27th floors; the lot line windows have one (1) sprinkler head within 18" distance from the window as required for fire protection for these windows and are not credited for natural light and ventilation requirements for habitable rooms. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on these facades of the Building may be required to be in-filled with fire-rated construction, the costs of which would be borne by all of the Residential Unit Owners as a Residential Common Expense. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. The current estimated costs of such work is approximately $10,000 for each lot line window. The Board of Managers shall make all decisions pertaining the façade and lot line windows. It will be the responsibility of any affected Residential Unit Owners to refinish the interiors of their Units. In the event an adjacent parcel is developed and requires lot line windows to be sealed, Sponsor, for so long as there are any Unsold Units, shall promptly amend the Offering Plan and shall inform affected Purchasers; Sponsor shall have no liability for the inability to include unsealed lot line windows in the Unit or a Common Element and Purchasers shall not have the right to rescind any Purchase Agreement based on the failure of Sponsor to include an unsealed lot line window in the Unit or a Common Element. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," set forth in Part II of the Offering Plan.

8. New York City Local Law 97 of 2019 requires most buildings over 25,000 square feet to meet new greenhouse gas emissions limits beginning in 2024, with stricter limits coming into effect in 2030 with the goal to reduce the emissions produced by the New York City's largest buildings 40 percent by 2030 and to net zero by 2050. Local Law 97 applies to the Building. Sponsor anticipates the Building complies with Local Law 97 requirements, including stricter limits in effect in 2030 and 2050. Buildings that fail to meet compliance standards may be subject to steep fines and penalties, which may increase Common Charges; Purchasers should discuss this with their attorneys prior to executing the Purchase Agreement. The Board of Managers, or the Managing Agent, will be required to make annual filings reporting energy consumption on the Property; excessive consumption by Unit Owners may result in steep fines and penalties. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

9. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. Sponsor and principals of Sponsor do not own, in whole or part, or have an option or right to acquire, in whole or part, any adjacent properties which are not fully developed. If any material change in the immediate vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change. See the section "Location and Area Information" set forth in Part I of the

Offering Plan.

10. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Offering Plan. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Offering Plan, and in Exhibit B to the Declaration set forth in Part II of this Offering Plan are approximate and are subject to immaterial construction tolerances and variances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically 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. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit. See the section "Schedule A" set forth in Part I of the Offering Plan.

11. The estimated insurance expense is based upon a quote that projects rates for the First Year of Operations. However, because conditions in the insurance marketplace are volatile, it is not possible to predict exactly what the premiums will be during this time. Purchasers should be aware of the possibility of rate increases. In addition, if a partial TCO is obtained, as opposed to a TCO for the whole Building, the estimated cost of insurance for the same coverage proposed is estimated to be four times higher. See the section "Schedule B" set forth in Part I of the Offering Plan.

12. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Operations. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained. See the section "Schedule B" set forth in Part I of the Offering Plan.

13. Sponsor will transfer title of Unit 1A to the Condominium for $1,200,000 on or around the expiration of the Sponsor Control Period to serve as the resident manager's Unit. The Purchase Agreement between Sponsor and the Condominium will be substantially the same form and terms as all other Units, see Form of Purchase Agreement set forth in Part II of the Offering

Plan. Lenders will not finance such a transaction until after the Sponsor Control Period. The Board of Managers shall have 90 days after the end of the Sponsor Control Period to consummate the transaction; Sponsor reserves the right to rent or sell Unit 1A to a party other than the Condominium if the Board of Managers fails to consummate the transaction within 90 days of the Sponsor Control Period ending; the Board of Managers will be obligated to rent or purchase a Unit, or find some means to otherwise comply with rules and regulations pertaining superintendents living in or near the Building. The Administrative Code of the City of New York, § 27-2052, et seq., requires one of the following when a building has nine or more rental units: (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day. Options for the non-Sponsor controlled Board of Managers include, but are not limited to, a special assessment for the full or partial purchase price, obtaining a commercial mortgage to finance the purchase, obtaining a line of credit to finance the purchase in its entirety or in part. Sponsor makes no representations or warranties as to financing available at the time the Sponsor Control Period will end. Sponsor will be collecting a contribution at closing ("Resident Manager Unit Contribution") in order for the non-Sponsor controlled Board of Managers to finance the purchase of the resident manager's Unit. At the closing for Unit 1A, Sponsor shall fund the Resident Manager Unit Contribution for Unsold Units and will be reimbursed at such time the Units are sold. In the event the non-Sponsor controlled Board of Managers fails to consummate the transaction, the non-Sponsor controlled Board of Managers shall remit all Resident Manager Unit Contributions to Sponsor as liquidated damages 91 days after the end of the Sponsor Control Period.

The carrying costs attributable to Unit 1A include Common Charges attributable to that Unit, real estate taxes, utilities, and debt service. The purchase of the Unit is expected to be financed; based on the budget expert's recent experience with lenders, the terms of the financing are projected to be a 10-year mortgage, amortized over 25 years, a loan-to-value of approximately 65%, with a fixed rate of 7% for five years that resets for the next five years. Closing costs for the transfer of the Unit are estimated to be approximately $72,000. Therefore, the Resident Managers Unit Contributions required is $492,000 for a mortgage of $780,000. The debt service will be a monthly payment of $5,512.88 or $66,154.53 a year and a balloon payment of $604,411.33 owed when the loan matures assuming a 7% rate for the full term. The non-Sponsor controlled Board of Managers' options for handling this balloon payment include, but is not limited to, refinancing the loan, budget a fund in order to pay off this balloon upon maturity, or implement a special assessment to cover the balloon payment. The non-Sponsor controlled Board of Managers will be responsible for securing the financing and Sponsor shall amend the Offering Plan when financing details are obtained; this is expected to be at the time the Sponsor Control Period will end which is the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing unless Sponsor uses the right to relinquish control earlier.

During the Sponsor Control Period, Sponsor shall own Unit 1A and be responsible for Common Charges, but Unit 1A will be used by the resident manager. Until Unit 1A is conveyed, the Condominium shall lease Unit 1A on a month-to-month basis from Sponsor as of the First Closing and shall pay Sponsor annual rent in an amount equal to the Condominium Owned Unit line item on Schedule B. See the section "Schedule B" set forth in Part I of the Offering Plan.

14. A Non-Residential Unit Owner has certain special rights under the Declaration; it is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium. Except to the extent inconsistent with the By-Laws or prohibited by law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units 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; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made.

    The Board of Managers and the Residential Unit Owners will not have any right to restrict or limit any lawful use of a Non-Residential Unit beyond restrictions currently permitted or provided in the Declaration and By-Laws. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. See the By-Laws for restrictions of use of the Non-Residential Units. The Sponsor-Controlled Board shall not be permitted to amend the By-Laws to permit any of the currently impermissible uses of the Non-Residential Units.

    In addition, a Non-Residential Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of a Non-Residential Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through a Non-Residential Unit in such manner as shall be reasonably determined by the Board of Managers. Each of the foregoing easements shall be exercised in such manner

as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of a Non-Residential Unit Owner will not have a material adverse impact upon the Condominium. See the section "Non-Residential Units" set forth in Part I of the Offering Plan.

15. In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after written notice thereof, or within 30 days after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the Unit will terminate, and Purchaser must vacate the Unit. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the section "Interim Leases" set forth in Part I of the Offering Plan.

16. At the Closing, Purchaser shall be required to sign and deliver a Power of Attorney covering the Unit in the form contained in Part II of the Offering Plan and pay certain closing fees, costs and adjustments (see the section "Unit Closing Costs and Adjustments"). Failure to sign and deliver a Power of Attorney will be a default by Purchaser. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

17. In the Purchase Agreement, Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as specifically represented in the Offering Plan or Purchase Agreement; as such, Purchasers are urged to ensure material representations are incorporated into the negotiated Purchase Agreement. Purchaser acknowledges it has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or

liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this Offering Plan. A decrease in a Unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, representations that are inconsistent with this Offering Plan or the Purchase Agreement will not affect Sponsor's liability under the Martin Act. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

18. If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. Purchaser is contractually waiving recovery of legal fees and disbursements. These provisions shall survive closing of title or the termination of the Purchase Agreement. **The Attorney General strongly urges you to consult with an attorney before signing a Purchase Agreement.** See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

19. Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

20. Purchasers are advised that all Deposits will be held in the escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC, as escrow agent at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171. The escrow account is titled The Marans Newman Tsolis Nazinitsky Attorney Escrow Account for The 842 Sixth Avenue Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, duly completed and executed, the Deposit shall remain in a non-interest-bearing account. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. See the section "Procedure to Purchase" set forth in Part I of

the Offering Plan.

21. Sponsor anticipates that the First Closing will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than June 30, 2028, twelve (12) months after the projected date for the First Closing. If the Offering Plan is amended to provide for a later projected date for the First Closing, Purchasers who sign after the presentation date of such an amendment will be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date. If a Purchaser is offered rescission due to the First Closing not occurring twelve (12) months after the projected date in the Offering Plan, and such Purchaser does not exercise its right to rescind pursuant to the terms of the Offering Plan, then the Purchaser shall similarly be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date.

    However, if the First Closing occurs before July 1, 2027 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, Sponsor may schedule the closing of title to other Units significantly later than such date. Unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain. Provided that Sponsor is otherwise in compliance with its obligations under the Offering Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

22. The First Year of Operations is estimated to commence July 1, 2027. It is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Closing may occur sooner or later than the projected First Year of Operations, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units. In the event the actual or anticipated commencement date of the First Year of Operations is to be delayed by six (6) months or more, Sponsor will amend the Offering Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Offering Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

23. There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan; any missed deadline is a material breach that would entitle Sponsor to remedies provided in the Purchase Agreement. TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other

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

NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS A REMEDY IN THE EVENT OF A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES 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. NOTHING IN THE FOREGOING SHALL ABROGATE A PURCHASER'S RIGHT UNDER APPLICABLE LAW TO CONTEST WHETHER PURCHASER WAS IN DEFAULT. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan and "Form of Purchase Agreement" set forth in Part II for a statement of all applicable time limitations.

24. The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the Balance. A Purchaser who requires financing is advised to consult with a lending institution before execution of the Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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 units in a building or group of buildings be sold before a lender will

consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of Units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

25. Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

    In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

    In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the

damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

26. The Financial Crimes Enforcement Network (FinCEN), a bureau of the U.S. Department of the Treasury, has adopted the Residential Real Estate Rule (the "RRE Rule") requiring the reporting of certain transfers of residential real property to legal entities and trusts occurring on or after March 1, 2026 that are not financed by a lender subject to anti-money laundering program and suspicious activity report filing requirements (a "Real Estate Report"). The Real Estate Report must include certain information for each of the grantor and grantee, including the name, date of birth, residential address, citizenship, and taxpayer identification number of each party, or the beneficial owner(s) if such party is an entity or trust. A beneficial owner of an entity is any individual who directly or indirectly exercises substantial control over the entity, or owns or controls at least 25% of the entity's ownership interests; a beneficial owner of a trust is any individual who serves as trustee or otherwise has authority to dispose of trust assets, or are sole permissible recipients of income and principal, or have the right to withdraw substantially all trust assets, or have the power to revoke the trust or withdraw its assets (such as certain grantors or settlors), or exercise control through ownership of an entity or trust occupying one of the foregoing roles. The report must also disclose the total consideration paid and certain payment details. The Real Estate Report must be filed simultaneously with, or prior to the closing of title. More information about the RRE Rule can be found on the FinCEN website: https://www.fincen.gov/rre-faqs#A_1.

    Notwithstanding the "reporting cascade" that is set forth in the RRE Rule to determine who is responsible for filing, neither Sponsor nor Sponsor's agents, including Sponsor's attorney and Selling Agent, shall be responsible for filing of the Real Estate Report. Purchaser's title company or Purchaser's attorney shall be the designated reporting professional under the RRE Rule, and at the request of Sponsor or Sponsor's attorney, Purchaser shall cause such parties to execute a written designation agreement stating the same.

    Compliance with the RRE Rule is a material obligation of Purchaser in connection with the Closing. Purchaser shall be obligated to complete the report required by the RRE Rule with all relevant information by the Closing. Purchaser shall have no right to adjourn the Closing for the purpose of allowing Purchaser's Designated Parties to complete any report required by the RRE Rule. In the event Purchaser fails to complete any required report by the scheduled Closing date, and such failure prevents or delays the Closing, Purchaser shall be deemed to have failed to close in accordance with the terms of the Purchase Agreement, which failure shall constitute an Event of Default by Purchaser as defined in the Purchase Agreement, entitling Sponsor to exercise any and all remedies available to Sponsor upon a Purchaser default, including, without limitation, the right to retain the Deposit as liquidated damages, except to the extent otherwise expressly provided in the Purchase Agreement.
    See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

27. Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. If Purchaser desires to assign its rights under this Agreement or to take title in a name that differs from that reflected in the Purchase Agreement, or to add, delete or substitute the name

of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor, Purchaser will be required to pay to Sponsor's attorneys a fee in the amount of $1,000.00 for each assignment or change permitted by Sponsor. See the section "Assignment of Purchase Agreements" set forth in Part I of the Offering Plan.

28. The Offering Plan will not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Residential Units offered under the Offering Plan. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. It is still possible for Sponsor to convert the Property with fewer than the minimum number of Residential Units if Purchasers counted toward effectiveness do not ultimately purchase their Units; Sponsor will re-declare the Offering Plan effective if ***all*** Purchasers rescind or otherwise terminated their Purchase Agreements prior to the date of the First Closing, regardless of whether the Declaration has been recorded. See the section "Effective Date" set forth in Part I of the Offering Plan.

29. The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

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

30. Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $3,700.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased 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 Offering Plan. The following additional charges may apply:

    i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.

ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $450.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $3,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit. See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

31. Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if

such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more and a new supplemental tax where consideration is $2,000,000 or more (collectively, the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at Closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

32. Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. The first month's Common Charges and contribution to the Working Capital Fund and Reserve Fund shall be due at Closing regardless of any delay in the collection of Common Charges. See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

33. To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act.

    In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan

amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.
See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

34. No bond or other security has been furnished to secure Sponsor's obligations under the Offering Plan, including, but not limited to, Sponsor's obligations to obtain a final Certificate of Occupancy; Sponsor currently has sufficient funds to fulfill its obligations. Sponsor has the financial resources to complete its obligations under the Offering Plan. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

35. Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium, and, if Sponsor controls the Board of Managers, to provide certified financial statements for the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will

disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

36. Prior to the closing of title to the first Residential Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the Unit. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering 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 FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. For more information, visit the DOB website at
https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page
See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

37. Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners, including Sponsor, on a pro-rated basis in the form of either a credit against future Common Charges or as a cash reimbursement to the extent that the Unit Owner, including Sponsor, has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of such computation. Sponsor will promptly disclose in an amendment to the Offering Plan any refund or credit to be issued to Unit Owners in the event the projected operating expenses exceed the actual operating expenses.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Operations or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of Common Charges by Unit Owners over actual expenses for the Condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of Common Charges" shall mean the actual expenses of the Condominium were less than the projected expenses set forth in the Budget of the Condominium. No refund may be given unless all expenses of the Condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

38. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime.

    As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013].

    Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building

practices for items which are not covered by codes.

Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan shall be resolved in favor of the latter.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

39. In the event of a patent or latent defect, which is defined as not being designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, Sponsor must be notified of the defect in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if a patent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), within twelve (12) months following the closing of the sale of the Unit to the Unit Owner if a latent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within twelve (12) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a FCO covering the entire Building, or (b) the first Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

40. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- noises emanating within Units, from adjacent Units, and from Common Elements shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, glass (ASTM C1036 defines industry standards for acceptable linear blemishes for glass which in some

instances permits scratches up to 6 inches long visible 132 inches away), frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- changes and variations in tone, texture, or color of natural products such as wood or stone, or changes and variations in tone, texture, or color caused by the absorption of liquids or humidity in a natural or porous material;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Purchasers are advised (a) that, to prevent wood flooring in a Unit from being subject to expansion, contraction, cupping, crowning, changes in width, thickness and length, checking, and/or splitting, it is the responsibility of each Unit Owner to maintain room temperature within a range of 60-80F, with relative humidity in a range of 30-50%, (b) that it is the responsibility of each Unit Owner to take precautionary steps to prevent wood flooring from being subject to slight discoloration or unevenness of color due to excessive sunlight or intense lighting.

Purchasers are advised that it is the responsibility of each Unit Owner to take precautionary steps to prevent natural stone or porous material from being subject to discoloration by following manufacturers' guidelines such as performing regular maintenance in sealing the material, refraining from using cleaning agents that may deteriorate the sealing agents or material, and quickly removing liquids or oily substances in contact with the material.

Purchasers are advised that repairing or replacing natural material, such as wood or stone, or artificial materials with unique properties such as colors, patterns, or textures, may not match the original installation even if sourced from the original source due to the unique properties in the material. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

41. The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not unreasonably obstruct any Unit (other than an Unsold Unit) and complies with applicable law. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

42. THERE IS NO WARRANTY AS TO VIEW OR LIGHT QUALITY. THE SPONSOR'S OBLIGATION IS TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS, AND ANY CONFLICT BETWEEN THE DISCLOSURES AND THE SPONSOR'S OBLIGATION TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE LATTER. SPONSOR HAS NOT GIVEN AND THE BOARD OF MANAGERS HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. IN NO EVENT WILL SPONSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, OR OTHERWISE).

    NOTHING CONTAINED HEREIN SHALL OBLIGATE SPONSOR TO PAY OR BE LIABLE FOR ANY HOUSING, HOTEL, RELOCATION, OR STORAGE COSTS OR EXPENSES DURING ANY PERIOD OF TIME REQUIRED FOR SPONSOR OR THE GENERAL CONTRACTOR TO FULFILL ANY OBLIGATION UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION.

    NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) UPON SATISFACTORY COMPLETION OF ANY REPAIR OR REPLACEMENT OF ANY DEFECTIVE ITEM OF CONSTRUCTION THAT SPONSOR OR THE GENERAL CONTRACTOR MAY PROVIDE UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR, SPONSOR SHALL BE ENTITLED TO OBTAIN A WRITTEN EXECUTED GENERAL RELEASE THAT ACKNOWLEDGES THE COMPLETION OF THE REPAIR AND/OR REPLACEMENT WORK PERFORMED BY THE SPONSOR OR THE GENERAL CONTRACTOR AND THAT RELEASES SPONSOR FROM ANY FURTHER OBLIGATION IN CONNECTION THEREWITH, AND (B) SPONSOR SHALL NOT BE OBLIGED TO COMMENCE SAID WORK, UNLESS, PRIOR TO SPONSOR OR THE GENERAL CONTRACTOR PERFORMING SAID REPAIR AND/OR REPLACEMENT WORK, EITHER THE PURCHASER AND/OR BOARD OF MANAGERS THAT HAS REQUESTED SPONSOR TO PERFORM THE REPAIR OR REPLACEMENT WORK, SHALL FIRST PROVIDE SPONSOR WITH A WRITTEN ACKNOWLEDGEMENT OF THE PURCHASER'S OR BOARD OF MANAGERS' OBLIGATION TO PROVIDE SAID

GENERAL RELEASE TO SPONSOR UPON SATISFACTORY COMPLETION OF THE WORK. PURCHASERS SHOULD NOTE THAT WARRANTIES TO BE PROVIDED TO UNIT OWNERS OR THE BOARD OF MANAGERS MAY HAVE EXPIRED AS OF THE FIRST CLOSING OR THE UNIT CLOSING DATE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) IN THE EVENT THAT SPONSOR, AS A GESTURE OF GOODWILL, OFFERS TO PERFORM CORRECTIVE WORK THAT SPONSOR IS NOT OTHERWISE OBLIGED TO PERFORM UNDER THE OFFERING PLAN ("GOODWILL WORK"), SAID OFFER OR PERFORMANCE OF SUCH GOODWILL WORK SHALL NOT BE DEEMED TO BE OR CONSTITUTE A WAIVER OF SPONSOR'S RIGHTS AS SET FORTH HEREIN ABOVE, AND (B) PRIOR TO PERFORMING SAID GOODWILL WORK, SPONSOR SHALL BE ENTITLED TO A WRITTEN ACKNOWLEDGEMENT FROM THE PURCHASER OR BOARD OF MANAGERS, FOR WHOM THE GOODWILL WORK IS TO BE PERFORMED, (i) SPECIFYING THE SCOPE OF THE GOODWILL WORK, (ii) ACKNOWLEDGING THAT THE OFFERING PLAN DOES NOT OBLIGE SPONSOR TO PERFORM SAID WORK, AND (iii) THAT THE PURCHASER OR BOARD OF MANAGERS DISCLAIMS ANY RIGHT OR ENTITLEMENT TO THE PERFORMANCE OF SAID WORK. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

43. Sponsor shall be excused from performing any obligation or undertaking provided for in the Offering Plan or Purchase Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.** See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

44. Purchasers should be aware that Sponsor is not responsible under any circumstances for:
    - Loss or damage caused by defective workmanship performed by any person other than (i) Sponsor (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.
    - Loss or damage caused by defective materials supplied by any person other than (i) Sponsor, (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.

- Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by Sponsor.
- Any damage to the extent that it is caused or made worse by:
  - Negligence, improper maintenance, or improper operation by anyone other than Sponsor, its employees, agents or subcontractors; or
  - Failure by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures, plumbing, heating, cooling and ventilation systems of the Unit, if any, or items of equipment; or
  - Failure of Purchaser to give notice to Sponsor of any defects or damage within a reasonable time; or
  - Changes in the grading of the ground by anyone other than Sponsor, its employees, agents or subcontractors; or
  - Changes, alterations, or additions made to the Unit; or
  - Dampness or condensation due to failure of Purchaser to maintain adequate ventilation.
- Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosions, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, excessive rain or snow, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable change in the underground water table.
- Loss or damage caused by the failure or inadequacy of public utilities, including the city's storm and sewer system.
- Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.
- Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.
- Any damages which Purchaser had not taken timely and reasonable action to minimize.
- Insect damage.
- Damage to personal property.
- Loss or damage which arises while a Residential Unit is being used primarily for nonresidential purposes.
- Loss or damage due to abnormal loading floors by Purchaser which exceeds design loads as mandated by the Building Code.
- Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.
- Consequential or incidental damages (except where required by law).
- Defects in construction, installation or operation of mechanical equipment, appliances and/or other items covered by warranties assigned to Purchaser.
- Damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors with Sponsor's original construction and installations.

See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

45. Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Offering Plan or expenses required:

    i. to comply with applicable laws or regulations; or
    ii. to remedy any notice of violation; or

iii. to remedy any work ordered by an insurer; or
iv. any matter affecting the health or safety of the occupants of the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

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

47. Other than a sale or lease by Sponsor, a successor of Sponsor, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. Any contract to sell a Residential Unit, together with the appurtenant Common Interest, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the by-laws of the Condominium, as the same may have been amended." This right of first refusal does not apply to any Sponsor-held Units. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

48. Unit Owners must obtain supplemental or additional insurance at the time of Closing for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers 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 either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

49. The Board of Managers, and/or any agent of the Board of Managers, shall have, and each Unit shall be subject to, an easement and a right of access to alter, inspect, install, maintain, operate, rebuild, repair, prevent or minimize damage to, and cause to be in compliance with any applicable laws or insurance requirements, the Common Elements or Limited Common Elements whether located in, over, through, under, or upon any Unit or elsewhere on the Property; to remedy any condition which would result in damage to any other Unit or which would violate the provisions of any mortgage covering another Unit; to cure defaults or remove violations by Unit Owners; to comply with any laws, orders, rules, or regulations of any governmental body having jurisdiction thereof; and to maintain any encroachment on any Unit, resulting from the Alteration, repair, or rebuilding of the Common Elements. Access to any Common Elements, Limited Common Elements, or Unit in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

50. No Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, conditioned, or delayed provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

51. There are no window guards on the windows. It is the responsibility of each Residential Unit Owner to notify the Board of Managers in writing when a child or children under the age of 11 lives or resides in any Residential Unit. It is the responsibility of each Residential Unit Owner to install, at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit that are otherwise non-compliant. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove, disable, remove, or tamper with window guards or window stops unless permitted by applicable law and with written notice to the Board of Managers. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

52. The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and

character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. Except for temporary structures, the Board of Managers' prior written approval, which shall be given in the Board of Managers' sole discretion, shall be required to enclose, erect a greenhouse, or paint, decorate, or make any other Alteration to a terrace or balcony appurtenant to a Unit. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

53. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their 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 they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

54. Until the earlier of i) the conveyance of the last Unsold Unit or ii) one (1) year after the closing of title, Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. These provisions shall survive the closing of title. A default within one (1) year after closing of title would subject Purchaser to legal liability for damages. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

55. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion unless such animal is a service, therapy, or emotional support animals. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. The Board of Managers will recognize the status of service, therapy, or emotional support animals where a Unit Owner submits a written request for such acknowledgment and advises the Board of Managers as follows:

a) That the Unit Owner/resident suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, New York City Administrative Code, New York State Human Rights Law, New York City Human Rights Law, and all applicable laws;

b) That the Unit Owner/resident requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Unit Owner in the Common Elements and/or within a Unit of the Building;

c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board of Managers) to the physical or emotional need of the applicant or Unit Owner/resident for a service, therapy, or emotional support animal in the circumstances relative to the Unit Owner's/resident's particular disability condition.

See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

56. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

57. Conflicts of Interest.

Duties of the Board of Managers

The members of the Board of Managers owe a duty of loyalty to the Condominium which requires that in serving the Condominium they act, not in their personal interests or in the interests of others, but rather solely in the interests of the Condominium. Members of the Board of Managers must have an undivided allegiance to the Condominium and may not use their position as members of the Board of Managers, information they have about the Condominium, or the Condominium's property, in a manner that allows them to secure a pecuniary or other material benefit for themselves or their relatives. Accordingly, no member of the Board of Managers may use their position at the Condominium for personal gain or to benefit another at the expense of the Condominium, its mission, or its reputation.

Every member of the Board of Managers must discharge their duties in good faith, with the degree of care that an ordinarily prudent person in a like position would exercise under similar circumstances. No member of the Board of Managers may take personal advantage of a business opportunity that is offered to the Condominium unless the Board of Managers first

determines not to pursue such opportunity.

Each member of the Board of Managers must protect the confidential information of the Condominium and must not use confidential information of the Condominium for their personal benefit, or use such confidential information or their position as a member of the Board of Managers to the detriment of the Condominium. Confidential information is information obtained through the member of the Board of Managers position that has not become public information.

Direct or Indirect Financial or Other Material Interest

Contracts, transactions, or arrangements of the Condominium in which a member of the Board of Managers has a direct or indirect financial or other material interest shall not be prohibited, but they shall be subject to scrutiny. Any such proposed contracts, transactions, or arrangements is to be reviewed to determine that it is in the best interests of the Condominium.

For the purposes of this policy, a member of the Board of Managers has a direct or indirect financial or other material interest in a proposed or existing contract, transaction or arrangement if they, or one of their relatives: (a) has interest directly in the proposed or existing contract, transaction or arrangement; or (b) holds a position as trustee, board member, officer, member, partner, or employee in any such party.

A member of the Board of Managers' direct or indirect financial or other material interest will be considered substantial if it involves: (a) an ownership or investment interest representing more than 1% of the outstanding shares of a publicly traded company or 5% of the outstanding shares or comparable interest of a privately owned company with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the contract, transaction, or arrangement; or (b) an ownership or investment interest, which produces a income for or constitutes a part of the net worth of the member of the Board of Managers, or a relative of the member of the Board of Managers, in any entity with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the contract, transaction, or arrangement; or (c) a compensation arrangement of any kind with any entity or individual with which the Condominium has or is negotiating a contract, transaction, or arrangement, or with any involved Condominium with respect to the contract, transaction, or arrangement.

Disclosure of Interest and Participation in Meeting

Each member of the Board of Managers Condominium shall promptly disclose in writing to the President with a copy to each member of the Board of Managers any direct or indirect financial or other material interest which they have or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the Condominium prior to the start of any negotiations with respect to such matter. Such disclosure shall include all material facts and supply any reasons why the contract, transaction, or arrangement might be or not be in the best interest of the Condominium. The President shall refer the issue to the full Board of Managers.

The member of the Board of Managers who discloses a direct or indirect financial or other

material interest in a contract, transaction, or arrangement may make a presentation and respond to questions by the Board of Managers, but after such presentation, they shall leave the meeting during the discussion of, and the vote on, the contract, transaction, or arrangement that results in the conflict of interest. As part of any such presentation, the member of the Board of Managers shall provide to the Board of Managers any reasons why the contract, transaction, or arrangement might be or not be in the best interest of the Condominium. The Board of Managers shall determine whether the Condominium can obtain a more advantageous contract, transaction, or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. The Board of Managers shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement. If a more advantageous contract, transaction, or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Managers shall determine by majority vote of the disinterested members of the Board of Managers whether the contract, transaction, or arrangement is in the Condominium's best interest and whether it is fair and reasonable to the Condominium and shall make its decision as to whether to enter into the contract, transaction, or arrangement in conformity with such determination.

The existence of a quorum shall not be broken by the non-participation of a member of the Board of Managers who has disclosed a direct or indirect financial or other material interest in any substantive matter.

The names of the members of the Board of Managers who disclosed or otherwise were found to have a direct or indirect financial or other material interest in a proposed or existing contract, transaction, or arrangement of the Condominium, the nature of the direct or indirect financial or other material interest, and the extent of the member of the Board of Managers participation in the relevant Board of Managers meeting on matters related to the financial or other material interest shall be recorded in the minutes for that meeting. The minutes also shall include a record of any determination as to whether the contract, transaction, or arrangement was in the best interest of and fair and reasonable to the Condominium. The names of the persons who were present for discussions and votes relating to the proposed or existing contract, transaction, or arrangement, the content of the discussion, and a record of any votes taken in connection therewith.

Co-Investment Interest. Each member of the Board of Managers also shall disclose whether they, or one of their relatives, has personal funds invested with an investment manager providing, or expected to provide, investment management services to the Condominium or in a professionally managed investment fund in which the Condominium is invested or is considering investing.

Failure to Disclose. If the Board of Managers has reasonable cause to believe that a member of the Board of Managers has failed to disclose a direct or indirect financial or other material interest, it shall inform the member of the Board of Managers of the basis for such belief and afford the member of the Board of Managers an opportunity to explain the alleged failure to disclose.

Managing Agent and Employees Covered by policy. This policy shall also apply to the Condominium's Managing Agent and employees of the Condominium.

Business Corporation Law § 713. Every calendar year prior to December 31st, every member of the Board of Managers shall receive a copy of the then current version of BCL§713.

Annual Disclosure Statement. Promptly following the adoption of this policy, and thereafter, on an annual basis, not later than the fifth day of January of the following year, each member of the Board of Managers shall acknowledge their familiarity with this policy, will confirm the receipt of BCL§713 and shall disclose in writing to the Board of Managers any existing financial or other material interests subject to this policy by completing a Conflict Of Interest Disclosure Statement. The Conflict Of Interest Disclosure Statements shall be retained in the confidential files of the Board of Managers.

Conflict Of Interest Disclosure Statement

The Conflict of Interest Policy of the Condominium requires any member of the Board of Managers disclose any direct or indirect financial or other material interest or co-investment interest which they have or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the Condominium, or in any other matter under consideration or to be considered by the Board of Managers.

Please initial each statement that applies to you:

___ I have read and am familiar with the Conflict of Interest Policy.
___ I am not aware of any direct or indirect financial or other material interest or co-investment interest which is required to be disclosed under the Conflict of Interest Policy.
___ I have a direct or indirect financial or other material interest or co-investment interest which is required to be disclosed under the Conflict of Interest Policy. Such interest is described in the attached letter. (Please attach a letter providing complete details of any direct or indirect financial or other material interest or co-investment interest subject to the policy.)

During the time I am a member of the Board of Managers, I agree to report promptly any future situation that might involve or appear to involve me or any of my relatives in any potential conflict of interest with the Condominium.

Signature: _____ Date: _____

See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

58. Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by MGNY Consulting Corp., 109 East 9th Street, New York, NY 10003 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the

Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated April 7, 2026, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. If Sponsor completes construction earlier than anticipated, or if the Department of Finance assesses the Building as complete earlier than anticipated by the Property Tax Professional, then projections for post-construction assessments may be in effect sooner than projected. See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

59. If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor, on behalf of the Board of Managers, will collect from each Purchaser at Closing, and will place in escrow in a separate account established for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at Closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

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

    If the actual taxes due are lower than the amount collected and held in escrow, then the Board of Managers shall pay the Unit Owners their proportionate share of any excess. At such time that the individual Units have been separately assessed, Unit Owners shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Unit Owners shall notify the Board of Managers that the individual Units have been separately assessed and any sum collected and held in escrow not paid toward real

estate taxes shall be reimbursed to the Unit Owner or Sponsor who advanced same. See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

60. Unit Owners will not receive the Cooperative and Condominium Tax Abatement. During the Sponsor Control Period, the Board of Managers does not intend to apply for the Cooperative and Condominium Tax Abatement.

    In order for the Condominium to qualify for the Cooperative and Condominium Tax Abatement, the Condominium must be Tax Class 2, cannot receive tax benefits such as J-51, 420c, 421a, 421b, or 421g, the Managing Agent or Board of Managers must apply by February 15 on behalf of all Unit Owners, the Managing Agent or Board of Managers must obtain a certification from Unit Owners regarding the Unit being such Unit Owner's primary residence, and if the Condominium (i) has 30 or more residential dwelling units and an average unit assessed value of more than $60,000 or (ii) has less than 30 residential dwelling units and an average assed value of more than $100,000, then the Condominium is required to pay prevailing wage and the Managing Agent or Board of Managers must submit a prevailing wage affidavit.

    In order for Unit Owners to qualify for the Cooperative and Condominium Tax Abatement, the Unit must have been purchased before January 5 to qualify for the upcoming tax year, the Unit must be the Unit Owner's primary residence, the Unit Owner cannot own more than three Residential Units in the Condominium, transfer tax forms or a deed must be filed with the City Register's Office, the Unit Owner cannot be receiving a clergy property tax exemption, the Unit cannot be owned by a business, the Unit cannot be owned by Sponsor or Successor Sponsor, and if the Unit is owned by a trust then the Unit must be the primary residence of all beneficiaries of the trust, or trustee, or life estate holder. See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

61. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

    A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be

impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit. See the section "Income Tax Deductions to Unit Owners" set forth in Part I of the Offering Plan.

62. Sponsor has retained Strategic Inspections, LLC to perform a reserve fund study on the Building, a copy of which is set forth in Part II of the Offering Plan. The typical amount budgeted is approximately fifteen percent (15%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration and Fannie Mae, however a reserve study by Strategic Inspections, LLC, allows for a reserve requirement of $89,000.00 for the First Year of Operations which may be met by any means at the discretion of the Board of Managers including, but not limited to, a line item in the budget, a special assessment, or contributions due at Closing by Purchasers. For each successive year, the reserve fund requirement increases based on the study, and for the first five (5) years of Condominium operation will remain less than approximately ten percent (10%) of the expenses budgeted.

    The reserve study provided, in part, that the reserve requirements for the First Year of Operations should amount to $89,000.00. $25,148.14 is budgeted through Common Charges and the balance funded through expected closing costs paid by Purchasers that are attributed to the Reserve Fund. To satisfy certain lending institutions, the Board of Managers shall utilize any surplus Working Capital Funds to fund any shortfall to the Reserve Fund in order to ensure that the final amount allocated to the Reserve Fund is $89,000.00. In the event there is no Working Capital Fund surplus, or the surplus is insufficient, at the end of the First Year of Operations, a special assessment may be required to fund any shortfall to the Reserve Fund in order to ensure that the final amount allocated to the Reserve Fund is $89,000.00. By way of example only, if there were $50,000 in the Reserve Fund collected solely via the contribution made by each Purchaser at Closing by the end of the First Year of Operations, and no Working Capital Fund surplus, the shortfall would be $13,851.86 (calculated by taking the full amount, $89,000.00, and subtracting the $25,148.14 collected through the First Year Budget and subtracting the $50,000 collected via contributions from Purchasers at Closing). If the requisite number of Units close so that at least $63,851.86 is collected through closing costs paid by each Purchaser, the amount in the Reserve Fund will be at the minimum $89,000.00 since $25,148.14 is collected through Common Charges.

    In future years, the Board of Managers may have to increase the Reserve Fund line item in the annual budget, allocate surplus Working Capital funds to the Reserve Fund, or issue a special assessment to meet the minimum required annual reserve fund contributions. If Purchaser contributions to the Reserve Fund due at Closing, in conjunction with the amounted funded through Common Charges, exceed the reserve requirements for the First Year of Operations set out in the Reserve Study, the Reserve Study can be updated to include the funds deposited into the Reserve Fund to lower the minimum required annual reserve fund contributions for the second year of operations; updating the Reserve Study is projected to cost approximately $1,000. See the section "Reserve Fund" set forth in Part I of the Offering Plan.

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

64. No party, other than a Purchaser, shall have any right or benefit derived from the Offering Plan, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations under the Offering Plan and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Offering Plan. See the section "General" set forth in Part I of the Offering Plan.

65. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Sponsor, but may be utilized by Sponsor or any party acquiring the same from the Sponsor and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Sponsor (including Sponsor's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

    Sponsor or any entity to whom Sponsor conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Sponsor or any entity to whom Sponsor conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Sponsor or any entity to whom Sponsor conveys the Development Rights.

    In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Rights to be available upon completion of construction.

    When Sponsor and all Affiliates, designees, and assignees of Sponsor no longer own a Unit, any remaining Development Rights associated with the Property that have not otherwise been conveyed or utilized shall become a Common Element and no longer owned by Sponsor. See the section "Reservation of Air and Development Rights" set forth in Part I of the Offering Plan.

INTRODUCTION

Sponsor and Offer of Sale

842 EDENVIEW LLC (the "Sponsor"), a limited liability company organized under the laws of the state of New York, presents this offering plan (the "Offering Plan") for the establishment of condominium ownership of the land (the "Land") consisting of approximately 7,718 square feet in the City and State of New York, located at 842 Sixth Avenue, New York, NY 10001 and upon presentation of this Offering Plan known as Block 831, Lot 4, as shown in the New York County Tax Map, and a building (the "Building") existing on the Land to be called The 842 Sixth Avenue Condominium (the "Condominium"). Sponsor acquired the Property on August 22, 2024 by deed recorded in the City Register's Office on September 9, 2024 as CRFN 2024000232958.

This Offering Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Offering Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Offering Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of this Offering Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open and at the office of the selling agent or Sponsor. Copies of the Offering Plan will be available to prospective purchasers for a $200.00 deposit, made payable to Sponsor, in the form of a check; Sponsor shall hold the $200.00 check without depositing it, and shall return the check upon the earlier of (a) the return of the Offering Plan in substantially the same condition as it was provided to Purchaser, such condition to be determined at the sole discretion of Sponsor in good faith; or (b) the Closing of Purchaser's Unit. If such prospective purchaser does not close on a Unit, or Sponsor determined the Offering Plan was not returned in substantially the same condition as it was provided to Purchaser, then the $200.00 check will be deposited by Sponsor and shall not be returned. Copies of the Offering Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

The Building is under construction at the time of presentation of this Offering Plan; the structure is vacant. Sponsor is constructing a new building pursuant to New York City Department of Buildings NB approved permits. A Certificate of Occupancy will be issued for the Building reflecting the planned construction. The Building will be constructed by Sponsor in accordance with all applicable law. The Sponsor expects that construction will be complete on or about July 1, 2027. On completion of construction, the Building will be comprised of a cellar, twenty-seven floors, roof, and bulkhead. The Building will be divided into ninety-four (94) Residential Units, five (5) Storage Units, and one (1) Non-Residential Unit.

Sponsor will be offering for sale, pursuant to this Offering Plan, the ninety-four (94) Residential Units, five (5) Storage Units, and one (1) Non-Residential Unit in accordance with the schedule of sales prices (Schedule A) set forth in Part I. These prices have been set by Sponsor and are not subject to approval by the Department of Law or any other governmental agency.

Each Residential Unit will have a refrigerator/freezer, dishwasher, washer and dryer, and cooktop or range with oven and hood. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. In no event shall the presence of any furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments, or carpeting ("FFE") in any portion of the Building or Units set forth in any advertisements, marketing materials, renderings, or websites used in connection with the sales and marketing of the Units, or displayed in any model Unit, imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the 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.

Sponsor has obtained financing from USC 842 6TH LLC and USC 842 6TH II LLC, c/o Urban Standard Capital, 233 Broadway, Suite 1470, New York, New York 10279. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

If Sponsor sells 10 Units or 20 percent of the total number of Units in the condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family, such purchaser will be deemed a Successor Sponsor pursuant to 13 NYCRR Section 20.1 (c)(1). Affiliates of Sponsor, a designee of Sponsor, or assignee of Sponsor may also qualify as a Successor Sponsor under applicable regulations. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units' appurtenant Common Interest which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

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 units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of Units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

After this Offering Plan has been declared effective, Sponsor will, by the Declaration of Condominium to be recorded in the City Register's Office, submit the Property to Article 9-B of the Real Property Law of the State of New York (as amended, the "Condominium Act"). The proposed Declaration is set forth in Part II of this Offering Plan. The Declaration, together with the By-Laws of the Condominium, will be recorded by Sponsor at its sole cost and expense prior to its conveyance of title to the first Unit.

Development Rights

Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Sponsor, but may be utilized by Sponsor or any party acquiring the same from the Sponsor and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Sponsor (including Sponsor's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

Sponsor or any entity to whom Sponsor conveys Development Rights shall have the right

to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Sponsor or any entity to whom Sponsor conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Sponsor or any entity to whom Sponsor conveys the Development Rights.

In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Rights to be available upon completion of construction.

When Sponsor and all Affiliates, designees, and assignees of Sponsor no longer own a Unit, any remaining Development Rights associated with the Property that have not otherwise been conveyed or utilized shall become a Common Element and no longer owned by Sponsor.

See the section "Reservation of Air and Development Rights" set forth in Part I of the Offering Plan.

Features of Condominium Ownership

The ownership of a Unit in the Condominium is similar in many respects to the ownership of a private one-family home. Each Unit Owner owns their Unit outright (in fee simple absolute) and is generally entitled to its exclusive possession and to its use for any legal purpose, subject to the provisions of the Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Board of Managers; each Unit Owner is obligated to comply with Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Board of Managers. A Unit Owner is also the owner, in common with all other Unit Owners, of all remaining parts of the Property, except for the Units themselves (collectively, called "Common Elements"). Common Elements are those areas intended to be devoted to the common use and enjoyment of all Unit Owners, including the land; the foundations, columns, girders, beams, supports, exterior walls of the Building, and all joists; the central and appurtenant installations and equipment for services such as power, light, telephone, hot and cold water, sewer and fire safety, the meter rooms, the stairwells; roof and the bulkhead roof. Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined pursuant to Condominium Act §339-i. Common Elements which are for the use of a specified Unit (or Units) to the exclusion of all others are known as "Limited Common Elements." Limited Common Elements are those Common Elements that a Unit Owner or Unit Owners will have the exclusive right to use. See the section "Schedule A" set forth in Part I of the Offering Plan.

A Unit Owner may sell or lease their Unit subject to the terms and restrictions set forth in the Declaration and By-Laws, including, but not limited to, the Board of Managers' right of first refusal. The Board of Managers does not have the right to approve or disapprove purchasers or lessees.

Each Unit may be separately mortgaged and the Unit Owner will be responsible for interest and amortization payments on the mortgage, if any encumbering such Unit Owner's Unit. A Unit is not subject to the lien of any mortgage placed by other Unit Owners on their Units.

Each Unit Owner will be assessed and taxed separately for real estate tax purposes and, therefore, no Unit Owner will be liable for the payment of real estate taxes on any other Unit. In the opinion of counsel for Sponsor, payments of real estate taxes and interest on any mortgage affecting the Owners Unit, will be deductible for federal, state, and local income tax purposes (see Counsel's Tax Opinion set forth in Part I) subject to the conditions contained in such opinion.

Each Unit Owner, at the Unit Owner's sole cost, may decorate and alter the interior of the Unit Owner's Unit in any way that the Unit Owner desires, subject to the provisions of the By-Laws and the Rules and Regulations promulgated by the Condominium and all applicable laws. Each Unit Owner will be solely responsible for the cost, ordinary and extraordinary, of maintenance of and repairs to the Unit Owner's Unit and all plumbing, heating, telecommunications, sanitary, and electrical systems, fixtures and equipment located within the Unit and connections to common lines which exclusively serve such Unit Owner's Unit, and for the cost of all utilities that are individually metered to a Unit Owner's Unit.

Sponsor reserves the right to designate all Residential members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new members of the Board of Managers not designated by Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers.

The Board of Managers will be elected by the Unit Owners after the Sponsor Control Period, and will be charged with the primary obligation for operating the Property. The By-Laws do not provide that after the Sponsor relinquishes control of the Board of Managers that Board of Managers members be owner-occupants. Each Unit Owner's vote will be weighed in accordance with the Owner's percentage interest in the Common Elements. A description of the Unit Owner's right to vote for and to serve as a member of the Board of Managers, and a description of the rights and obligations of the Board of Managers is contained in the Section "Rights and Obligations of the Board of Managers" in Part I of the Offering Plan and in the Condominium's By-Laws.

The Board of Managers will make most decisions concerning the manner in which the Condominium will be maintained. This will include making decisions regarding hiring of a management company to manage the day-to-day operations of the Condominium, preparing budgets, entering into service contracts, and the making of repairs and improvements, all of which may impact the amount of the Common Charges. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium.

The Board of Managers will be responsible for paying, among other things, the cost of utilities consumed in the Common Elements of the Building, repairing, maintaining, and making necessary replacements to the Common Elements and insurance against casualties causing damage to the Building and Common Elements and certain other potential liabilities. See the Schedule B and the notes thereto which more fully discuss the Common Expenses which will be paid by the Board of Managers, and see Schedule B-1 regarding estimated energy and utility costs to be paid by each separate Unit Owner.

Unit Owners must obtain, at the time of Closing, supplemental or additional insurance for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers 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 either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

Each Unit Owner must pay monthly Common Charges in accordance with the Declaration, the By-Laws, and the applicable provisions of the Condominium Act, in order to fund payment of the Common Expenses incurred in the operation of the Property and the maintenance of the Common Elements. The Board of Managers will assess Common Charges against each Unit in accordance with its Common Interest based on the Board of Managers' estimate of Common Expenses which is based on the projected budget for each twelve (12) month period. The estimated Common Charges for each Unit for the First Year of Operations; see the section "Schedule A" set forth in Part I of the Offering Plan.

This offering is made only to individuals aged 18 years or older, and entities qualified to do business in the State of New York who are competent to own real estate in the State of New York.

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

DEFINITIONS

The following terms used in this Offering Plan and in Article 9-B of the Real Property Law, have the following meanings:

Alteration: Any alteration, addition, change, improvement, or repair to a Common Element, Limited Common Element, or a Unit.

Balance: The amount payable at the Closing after deducting the Deposit from the Purchase Price and any amount for upgrades, extras, or custom work.

Board of Managers: The governing body of the Condominium.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws: One of the documents governing the operation of the Condominium, the form of which is set forth in Part II of the Offering Plan.

Cause: (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers.

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

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

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

Commercial Unit: Any space designated as a Commercial Unit in the Floor Plans.

Commercial Unit Owner: The owner of a Commercial Unit.

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

Common Elements: Those areas intended to be devoted to the common use and enjoyment of all Unit Owners as set forth in the Declaration.

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

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common

Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The condominium which will be established pursuant to the Declaration and governed by the By-Laws.

Condominium Act: Article 9-B of the New York State Real Property Law.

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

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

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

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

Development Rights: The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution.

Escrow Account: The escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC, as escrow agent at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171.

Escrow Agent: Marans Newman Tsolis & Nazinitsky LLC

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

First Closing: First closing of title to a Residential Unit in the Condominium to a Purchaser under the Offering Plan.

First Year Budget: The projected budget for the First Year of Operations located in Schedule B.

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

Floor Plans: Floor plans prepared by Sponsor's architect showing the division of the Property into the Units and Common Elements and to be filed with the Declaration, also referred to as "Tax Lot Drawings".

Goodwill Work: Corrective work that Sponsor is not otherwise obliged to perform under the Offering Plan but does so as a gesture of goodwill. This may include, but is not limited to, corrective work for immaterial conditions or conditions not caused by Sponsor such as a Unit Owner, the Board of Managers, or a third party.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. Sponsor's Mortgagee shall serve as the Insurance Trustee for such time as Sponsor has a mortgage loan encumbering any Unsold Units. Sponsor's Mortgagee shall be the initial Insurance Trustee, and shall remain the Insurance Trustee until such time that the Lender's mortgage lien is satisfied.

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

Limited Common Elements: Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

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

Mansion Tax: An additional New York State real estate transfer tax that applies to residences where consideration is $1 million or more.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as (but not limited to) Community Facility Units or Commercial Units.

Non-Residential Unit Owner: An owner of a Non-Residential Unit.

Offering Plan: The offering plan submitted by the Sponsor to the Department of Law, the acceptance of which is required in order to be able to sell Units in the Condominium.

Permitted Exceptions: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to.

Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, and any loan provided to Sponsor including any mezzanine finance loan or preferred equity loan.

Permitted Mortgagee: The holder of a Permitted Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Sponsor's Mortgagee, its successors, assigns and/or affiliates.

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

amended or changed in accordance with the provisions of this Offering Plan and which plans and specifications are identified in the Offering Plan or any amendment thereto.

Power of Attorney: At the time of acquiring title to a Unit and as a condition thereof, a new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required under the Declaration.

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

Property Tax Professional: The real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located that Sponsor retained to prepare the Property Tax Projection Letter.

Property Tax Projection Letter: An estimate of the assessed valuation after completion of construction or rehabilitation from a real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located.

Purchase Agreement: The agreement to purchase a Unit pursuant to the Offering Plan, the form of which is set forth in Part II of the Offering Plan.

Purchase Price: The purchase price for a Unit.

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

Reserve Fund: A fund established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest. For the purposes of voting and budgeting, Storage Units shall be treated as Residential Units.

Residential Unit Owner: The owner of a Residential Unit. For the purposes of voting and budgeting, a Storage Unit Owner shall be treated as Residential Unit Owner.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws in Part II.

Schedule A: The section of Part I of the Offering Plan “Schedule of Purchase Prices and Other Financial Details For The First Full Year of Operation”.

Schedule B: The section of Part I of the Offering Plan “Schedule of Estimated Income and Expenses For The First Full Year of Operation”.

Schedule B-1: The section of Part I of the Offering Plan “Schedule of Estimated Utility Expenses for Individual Units”.

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

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

Sponsor Control Period: A period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing.

Sponsor's Mortgagee: Any Permitted Mortgagee holding a Permitted Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the construction lender shall be deemed to be Sponsor's Mortgagee. The current Sponsor's Mortgagee includes USC 842 6TH LLC and USC 842 6TH II LLC, c/o Urban Standard Capital, 233 Broadway, Suite 1470, New York, New York 10279, together with their successors and/or assigns.

Storage Unit: Any space designated as a Storage Unit in the Floor Plans.

Storage Unit Owner: The owner of a Storage Unit.

Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 Units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units' appurtenant Common Interest which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor. Any Successor Sponsor shall be promptly disclosed in an amendment to the Offering Plan and shall be subject to all obligations and disclosure requirements pertaining to its role as a Sponsor pursuant to applicable law.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

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

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

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

Working Capital Fund: A fund held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers.

ZLDA: A zoning lot development agreement.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property has a land area of approximately 7,718 square feet. The site will contain one building (the "Building") when construction is completed. The street address of the Property is 842 Sixth Avenue in the Borough of Manhattan, NY. The Building is located on Sixth Avenue between West 29th Street and West 30th Street.

The Condominium shall consist of ninety-four (94) Residential Units, five (5) Storage Units, and one (1) Non-Residential Unit. The Building is a new building comprised of a cellar, twenty-seven floors, roof, and bulkhead. The Building will be constructed in accordance with the plans and specifications identified in the Offering Plan and all applicable zoning and building laws which include the Zoning Resolution of the City of New York and New York City Construction Codes. A schedule of approved New York City Department of Buildings (DOB) plans for the work, including DOB applications, is specified in the Description of Property and Specifications and Building Condition set forth in Part II of this Offering Plan.

The Property was previously used as for retail and offices; there are no known environmental issues. A new Certificate of Occupancy will be issued reflecting the planned construction. The property is currently vacant and will remain unoccupied throughout construction, which is expected to be substantially completed on or about July 1, 2027. A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located.

Each Residential Unit will have a refrigerator/freezer, dishwasher, washer and dryer, and cooktop or range with oven and hood. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. In no event shall the presence of any furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments, or carpeting ("FFE") in any portion of the Building or Units set forth in any advertisements, marketing materials, renderings, or websites used in connection with the sales and marketing of the Units, or displayed in any model Unit, imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the 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.

Electricity is provided by Consolidated Edison, Inc. The electricity to each Unit will be separately metered by Consolidated Edison, Inc and will be paid for by the owner of such Unit. The electricity consumed in the Common Elements will be borne by the Unit Owners as a Common

Charge and be allocated to each Residential Unit in proportion to their Common Interest.

Gas is provided by Consolidated Edison, Inc. The gas to each Unit will be separately metered by National Grid and will be paid for by the owner of such Unit. The cost of gas consumed in the Common Elements will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest.

Water is provided by the City of New York. The water to each Residential Unit will be commonly metered by the City of New York. The cost of water consumed in the Common Elements and Residential Units will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest.

All Residential Units will be pre-wired for telephone, television, and internet service. Each Unit Owner will be responsible to contact a service provider to establish service to the pre-wired Unit. Every Unit Owner will be required to pay their associated service charges and any initial charges for activating services for the Unit.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners, including Sponsor, on a pro-rated basis in the form of either a credit against future Common Charges or as a cash reimbursement to the extent that the Unit Owner, including Sponsor, has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of such computation. Sponsor will promptly disclose in an amendment to the Offering Plan any refund or credit to be issued to Unit Owners in the event the projected operating expenses exceed the actual operating expenses.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Operations or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of Common Charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of Common Charges" shall mean the actual expenses of the Condominium were

less than the projected expenses set forth in the Budget of the Condominium. No refund may be given unless all expenses of the Condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner.

No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Regardless of anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make an Alteration to a Limited Common Element appurtenant to their Unit must first obtain express written permission from the Board of Managers.

Limited Common Elements, rooms designated as a home office, and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. The following Units contain a room designated as a home office: 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18A, 19A, 20A, 21A, 22A. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with greater than six stories above grade, have their exterior walls and appurtenances inspected periodically. FISP reports are due once in five-year cycles. Once a new building is issued the first temporary Certificate of Occupancy, the five-year "grace period" begins. After this five-year period is over, the building must file during the next applicable cycle. The report will deem the façade Safe, SWARMP, or Unsafe; SWARMP stands for Safe With a Repair and Maintenance Program, Unsafe indicates

problems that threaten public safety and requires protection (sheds or fences) be immediately installed. The obligation to comply with FISP shall be solely on the Board of Managers. Sponsor shall have no responsibility or obligation to organize such inspections. The cost of retaining a Qualified Exterior Wall Inspector to perform the inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future; this item is not budgeted for the First year of Operations and may be funded from the Reserve Fund, Working Capital Fund, a future line item in the budget, or by special assessment. The cost of retaining a Qualified Exterior Wall Inspector is currently approximately $15,000; Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Board of Managers will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation.

There are lot line windows on the South elevation and constitute less than 10% of the area of the wall on the 7th- 27th floors; the lot line windows have one (1) sprinkler head within 18" distance from the window as required for fire protection for these windows and are not credited for natural light and ventilation requirements for habitable rooms. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on these facades of the Building may be required to be in-filled with fire-rated construction, the costs of which would be borne by all of the Residential Unit Owners as a Residential Common Expense. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. The current estimated costs of such work is approximately $10,000 for each lot line window. The Board of Managers shall make all decisions pertaining the façade and lot line windows. It will be the responsibility of any affected Residential Unit Owners to refinish the interiors of their Units. In the event an adjacent parcel is developed and requires lot line windows to be sealed, Sponsor, for so long as there are any Unsold Units, shall promptly amend the Offering Plan and shall inform affected Purchasers; Sponsor shall have no liability for the inability to include unsealed lot line windows in the Unit or a Common Element and Purchasers shall not have the right to rescind any Purchase Agreement based on the failure of Sponsor to include an unsealed lot line window in the Unit or a Common Element.

The Building is not a designated landmark nor is it in a landmark district.

New York City Local Law 97 of 2019 requires most buildings over 25,000 square feet to meet new greenhouse gas emissions limits beginning in 2024, with stricter limits coming into effect in 2030 with the goal to reduce the emissions produced by the New York City's largest buildings 40 percent by 2030 and to net zero by 2050. Local Law 97 applies to the Building. Sponsor anticipates the Building complies with Local Law 97 requirements, including stricter limits in effect in 2030 and 2050. Buildings that fail to meet compliance standards may be subject to steep fines and penalties, which may increase Common Charges; Purchasers should discuss this with their attorneys prior to executing the Purchase Agreement. The Board of Managers, or the Managing Agent, will be required to make annual filings reporting energy consumption on the

Property; excessive consumption by Unit Owners may result in steep fines and penalties.

Sponsor has taken precautions to minimize Unit-to-Unit odor and noise transmission, however, the transmission of a certain amount of odor or noise is common in multiple dwellings and such transmission is not, and shall not be construed as, a construction defect. Purchasers are advised that all multiple dwellings may be subject to noise, fumes, odors, and vibration from normal plumbing, heating, air-conditioning, ventilating, and other equipment and floor noises, creaking, and/or the transmission of sound from one Unit to another Unit in the Building, as it is generally recognized by the courts (a) that "apartment-house living in a metropolitan area is attended with certain well-known inconveniences and discomforts and one cannot expect a noise-free environment," [Mariani v. Rogers, 25 Misc.3d 1206A 901 NYS2d 907 (City Ct. 2009) (Quoting Smalkowski v. Vernon, 2001 WL 914248 (NY Civil Ct., Kings Cty.., 2001)] and (b) that "if one lives in the city one must expect to suffer the dirt, smoke, noise, odors and confusion incident to city life." [Nussbaum v. Lacopo, 27 NY2d 311, 315 (1970)](Quoting Campbell v. Seaman, 63 NY 568 (1876)]

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

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

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

LOCATION AND AREA INFORMATION

Location

The Property is located on Sixth Avenue between West 29th Street and West 30th Street in the Borough of Manhattan in the neighborhood known as Midtown Manhattan. The neighborhood is part of Manhattan Community Board District 5.

No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. Sponsor and principals of Sponsor do not own, in whole or part, or have an option or right to acquire, in whole or part, any adjacent properties which are not fully developed. If any material change in the immediate vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change.

Surrounding Area, Shopping, Culture, and Recreation

Located within twenty miles of the Property are museums, art galleries, hotels, parks, and commercial establishments including supermarkets, drugstores, dry cleaners, and banks.

Educational Institutions

Residents of the Building can avail themselves to charter and district schools part of the New York City Department of Education school system. There are many colleges, universities, and other educational centers available in the New York City area. **However, Sponsor makes no guarantee or representation as to which school a child residing at the Building may be able to actually attend**.

Zoning and Use

The Property is located in Zoning District C6-4X which has a residential equivalent of R10X. C6 districts permit a wide range of high-bulk commercial uses requiring a central location. Most C6 districts are in Manhattan, Downtown Brooklyn and Downtown Jamaica; a C6-3D district is mapped in the Civic Center area of the Bronx. Corporate headquarters, large hotels, department stores and entertainment facilities in high-rise mixed buildings are permitted in C6 districts. C6-4X districts allow towers above a building base; special rules determine the tower's height and articulation.

Religious Institutions

There are houses of worship of most major denominations located withing twenty miles of the Property.

Municipal Services

Transportation:

Subway lines near to Property include the B/D/F/M/N/Q/R/W lines stopping at the 34th Street-Herald Square station. Some of the bus routes in the vicinity of the Property include the M5, M7, and M55.

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance:

These services are provided by the City of New York and all charges (except water) are incorporated into City taxes. The Property is served by Fire Company E001, the 14th Police Precinct, and Sanitation District 5.

Public Library:

A public library branch serving the area is located at 476 5th Ave, New York, NY 10018.

Mailing Address and Postal Services:

The mailing address of the Property will be "842 Sixth Avenue, New York, NY 10001." A post office serving the area is located at 4 E 27th St, New York, NY 10001.

Medical Facilities

The hospitals serving the Property include NYU Langone Health, 550 1st Ave, New York, NY 10016.

After the date of acceptance of this Offering Plan to the Department of Law, Sponsor makes no guarantee or representation as to the continued operation of any of the services or amenities disclosed in this section of the Offering Plan.

SCHEDULE A

THE 842 SIXTH AVENUE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Pre-Completion Real Estate Taxes Monthly (5)	Estimated Pre-Completion Real Estate Taxes Annually (5)	Estimated Post-Completion Real Estate Taxes Monthly (5)	Estimated Post-Completion Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)	Resident Manager Unit Constribution (7)
1A	657	Terrace	96	1	1		0.7400%	0.7716%	$825.68	$9,908.17	$1,050.54	$12,606.47	$1,407.59	$16,891.06	$2,233.27	$26,799.23	
3A	894	Balcony	72	1	1.5	$1,535,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
3B	894	Balcony	72	1	1.5	$1,535,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
3C	959	Balcony	90	1	1.5	$1,550,000	1.0818%	1.1279%	$1,206.95	$14,483.45	$1,535.64	$18,427.73	$2,057.57	$24,690.80	$3,264.52	$39,174.25	$5,592.42
3D	648	Balcony	159	1	1	$1,125,000	0.7580%	0.7904%	$845.80	$10,149.58	$1,076.14	$12,913.63	$1,441.88	$17,302.61	$2,287.68	$27,452.19	$3,919.01
3E	651	Balcony	161	1	1	$1,100,000	0.7619%	0.7944%	$850.08	$10,200.95	$1,081.58	$12,978.98	$1,449.18	$17,390.17	$2,299.26	$27,591.12	$3,938.84
4A	894	Balcony	72	1	1.5	$1,555,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
4B	894	Balcony	72	1	1.5	$1,555,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
4C	959	Balcony	90	1	1.5	$1,565,000	1.0818%	1.1279%	$1,206.95	$14,483.45	$1,535.64	$18,427.73	$2,057.57	$24,690.80	$3,264.52	$39,174.25	$5,592.42
4D	648	Balcony	159	1	1	$1,140,000	0.7580%	0.7904%	$845.80	$10,149.58	$1,076.14	$12,913.63	$1,441.88	$17,302.61	$2,287.68	$27,452.19	$3,919.01
4E	651	Balcony	161	1	1	$1,115,000	0.7619%	0.7944%	$850.08	$10,200.95	$1,081.58	$12,978.98	$1,449.18	$17,390.17	$2,299.26	$27,591.12	$3,938.84
5A	894	Balcony	72	1	1.5	$1,575,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
5B	894	Balcony	72	1	1.5	$1,575,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
5C	959	Balcony	90	1	1.5	$1,580,000	1.0818%	1.1279%	$1,206.95	$14,483.45	$1,535.64	$18,427.73	$2,057.57	$24,690.80	$3,264.52	$39,174.25	$5,592.42
5D	648	Balcony	159	1	1	$1,155,000	0.7580%	0.7904%	$845.80	$10,149.58	$1,076.14	$12,913.63	$1,441.88	$17,302.61	$2,287.68	$27,452.19	$3,919.01
5E	651	Balcony	161	1	1	$1,135,000	0.7619%	0.7944%	$850.08	$10,200.95	$1,081.58	$12,978.98	$1,449.18	$17,390.17	$2,299.26	$27,591.12	$3,938.84
6A	894	Balcony	72	1	1.5	$1,595,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
6B	894	Balcony	72	1	1.5	$1,595,000	1.0052%	1.0481%	$1,121.56	$13,458.73	$1,427.00	$17,123.95	$1,911.99	$22,943.90	$3,033.55	$36,402.63	$5,196.75
6C	959	Balcony	90	1	1.5	$1,595,000	1.0818%	1.1279%	$1,206.95	$14,483.45	$1,535.64	$18,427.73	$2,057.57	$24,690.80	$3,264.52	$39,174.25	$5,592.42
6D	648	Balcony	159	1	1	$1,170,000	0.7580%	0.7904%	$845.80	$10,149.58	$1,076.14	$12,913.63	$1,441.88	$17,302.61	$2,287.68	$27,452.19	$3,919.01
6E	651	Balcony	161	1	1	$1,155,000	0.7619%	0.7944%	$850.08	$10,200.95	$1,081.58	$12,978.98	$1,449.18	$17,390.17	$2,299.26	$27,591.12	$3,938.84
7A	680	Terrace	556	1	1	$1,350,000	0.8414%	0.8773%	$938.79	$11,265.47	$1,194.45	$14,333.41	$1,600.41	$19,204.93	$2,539.20	$30,470.40	$4,349.88
7B	760	Terrace	632	1	1	$1,550,000	0.9422%	0.9823%	$1,051.15	$12,613.79	$1,337.41	$16,048.91	$1,791.96	$21,503.48	$2,843.11	$34,117.27	$4,870.50
7C	940	Balcony	248	2	2	$1,800,000	1.1044%	1.1515%	$1,232.21	$14,786.50	$1,567.78	$18,813.31	$2,100.62	$25,207.43	$3,332.83	$39,993.93	$5,709.43
7D	652	Balcony	161	1	1	$1,300,000	0.7630%	0.7955%	$851.26	$10,215.07	$1,083.08	$12,996.95	$1,451.19	$17,414.25	$2,302.45	$27,629.32	$3,944.29
8A	679	Balcony	202	1	1	$1,285,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
8B	760	Balcony	179	1	1	$1,500,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
8C	940	Balcony	249	2	2	$1,815,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
8D	654	Balcony	161	1	1	$1,315,000	0.7652%	0.7978%	$853.72	$10,244.61	$1,086.21	$13,034.53	$1,455.38	$17,464.60	$2,309.10	$27,709.21	$3,955.70
9A	679	Balcony	202	1	1	$1,300,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
9B	760	Balcony	179	1	1	$1,515,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
9C	940	Balcony	249	2	2	$1,830,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
9D	654	Balcony	161	1	1	$1,330,000	0.7652%	0.7978%	$853.72	$10,244.61	$1,086.21	$13,034.53	$1,455.38	$17,464.60	$2,309.10	$27,709.21	$3,955.70
10A	679	Balcony	202	1	1	$1,315,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
10B	760	Balcony	179	1	1	$1,530,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
10C	940	Balcony	249	2	2	$1,845,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
10D	654	Balcony	161	1	1	$1,345,000	0.7652%	0.7978%	$853.72	$10,244.61	$1,086.21	$13,034.53	$1,455.38	$17,464.60	$2,309.10	$27,709.21	$3,955.70
11A	679	Balcony	202	1	1	$1,330,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
11B	760	Balcony	179	1	1	$1,545,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
11C	940	Balcony	249	2	2	$1,860,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
11D	654	Balcony	161	1	1	$1,360,000	0.7652%	0.7978%	$853.72	$10,244.61	$1,086.21	$13,034.53	$1,455.38	$17,464.60	$2,309.10	$27,709.21	$3,955.70
12A	679	Balcony	202	1	1	$1,345,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
12B	760	Balcony	179	1	1	$1,560,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
12C	940	Balcony	249	2	2	$1,875,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
12D	654	Balcony	161	1	1	$1,375,000	0.7652%	0.7978%	$853.72	$10,244.61	$1,086.21	$13,034.53	$1,455.38	$17,464.60	$2,309.10	$27,709.21	$3,955.70
13A	679	Balcony	202	1	1	$1,360,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
13B	760	Balcony	179	1	1	$1,575,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
13C	940	Balcony	249	2	2	$1,900,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
13D	698	Balcony	117	1	1	$1,390,000	0.8016%	0.8357%	$894.27	$10,731.29	$1,137.81	$13,653.74	$1,524.52	$18,294.27	$2,418.79	$29,025.56	$4,143.62
14A	679	Balcony	202	1	1	$1,375,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
14B	760	Balcony	179	1	1	$1,590,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40

SCHEDULE A

THE 842 SIXTH AVENUE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Pre-Completion Real Estate Taxes Monthly (5)	Estimated Pre-Completion Real Estate Taxes Annually (5)	Estimated Post-Completion Real Estate Taxes Monthly (5)	Estimated Post-Completion Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)	Resident Manager Unit Constribution (7)
14C	940	Balcony	249	2	2	$1,915,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
14D	698	Balcony	117	1	1	$1,405,000	0.8016%	0.8357%	$894.27	$10,731.29	$1,137.81	$13,653.74	$1,524.52	$18,294.27	$2,418.79	$29,025.56	$4,143.62
15A	679	Balcony	202	1	1	$1,390,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
15B	760	Balcony	179	1	1	$1,605,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
15C	940	Balcony	249	2	2	$1,930,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
15D	698	Balcony	117	1	1	$1,420,000	0.8016%	0.8357%	$894.27	$10,731.29	$1,137.81	$13,653.74	$1,524.52	$18,294.27	$2,418.79	$29,025.56	$4,143.62
16A	679	Balcony	202	1	1	$1,405,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
16B	760	Balcony	179	1	1	$1,620,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
16C	940	Balcony	249	2	2	$1,945,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
16D	698	Balcony	117	1	1	$1,435,000	0.8016%	0.8357%	$894.27	$10,731.29	$1,137.81	$13,653.74	$1,524.52	$18,294.27	$2,418.79	$29,025.56	$4,143.62
17A	679	Balcony	202	1	1	$1,420,000	0.8041%	0.8383%	$897.06	$10,764.67	$1,141.35	$13,696.22	$1,529.27	$18,351.18	$2,426.33	$29,115.85	$4,156.51
17B	760	Balcony	179	1	1	$1,635,000	0.8870%	0.9248%	$989.62	$11,875.42	$1,259.12	$15,109.47	$1,687.06	$20,244.75	$2,676.68	$32,120.17	$4,585.40
17C	940	Balcony	249	2	2	$1,960,000	1.1047%	1.1518%	$1,232.53	$14,790.35	$1,568.18	$18,818.21	$2,101.17	$25,214.00	$3,333.70	$40,004.35	$5,710.92
17D	698	Balcony	117	1	1	$1,450,000	0.8016%	0.8357%	$894.27	$10,731.29	$1,137.81	$13,653.74	$1,524.52	$18,294.27	$2,418.79	$29,025.56	$4,143.62
18A	780	Balcony	204	1	1	$1,625,000	0.9159%	0.9550%	$1,021.94	$12,263.23	$1,300.24	$15,602.88	$1,742.15	$20,905.86	$2,764.09	$33,169.09	$4,735.14
18B	1,205	Balcony	352	2	2	$2,500,000	1.4252%	1.4859%	$1,590.05	$19,080.55	$2,023.06	$24,276.77	$2,710.65	$32,527.76	$4,300.70	$51,608.31	$7,367.48
18C	1,119	Balcony	280	2	2	$2,350,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
19A	780	Balcony	204	1	1	$1,645,000	0.9159%	0.9550%	$1,021.94	$12,263.23	$1,300.24	$15,602.88	$1,742.15	$20,905.86	$2,764.09	$33,169.09	$4,735.14
19B	1,205	Balcony	352	2	2	$2,525,000	1.4252%	1.4859%	$1,590.05	$19,080.55	$2,023.06	$24,276.77	$2,710.65	$32,527.76	$4,300.70	$51,608.31	$7,367.48
19C	1,119	Balcony	280	2	2	$2,375,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
20A	780	Balcony	204	1	1	$1,665,000	0.9159%	0.9550%	$1,021.94	$12,263.23	$1,300.24	$15,602.88	$1,742.15	$20,905.86	$2,764.09	$33,169.09	$4,735.14
20B	1,205	Balcony	352	2	2	$2,550,000	1.4252%	1.4859%	$1,590.05	$19,080.55	$2,023.06	$24,276.77	$2,710.65	$32,527.76	$4,300.70	$51,608.31	$7,367.48
20C	1,119	Balcony	280	2	2	$2,400,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
21A	780	Balcony	204	1	1	$1,685,000	0.9159%	0.9550%	$1,021.94	$12,263.23	$1,300.24	$15,602.88	$1,742.15	$20,905.86	$2,764.09	$33,169.09	$4,735.14
21B	1,205	Balcony	352	2	2	$2,575,000	1.4252%	1.4859%	$1,590.05	$19,080.55	$2,023.06	$24,276.77	$2,710.65	$32,527.76	$4,300.70	$51,608.31	$7,367.48
21C	1,119	Balcony	280	2	2	$2,425,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
22A	780	Balcony	204	1	1	$1,705,000	0.9159%	0.9550%	$1,021.94	$12,263.23	$1,300.24	$15,602.88	$1,742.15	$20,905.86	$2,764.09	$33,169.09	$4,735.14
22B	1,205	Balcony	352	2	2	$2,600,000	1.4252%	1.4859%	$1,590.05	$19,080.55	$2,023.06	$24,276.77	$2,710.65	$32,527.76	$4,300.70	$51,608.31	$7,367.48
22C	1,119	Balcony	280	2	2	$2,450,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
23A	691	Balcony	206	1	1	$1,495,000	0.8184%	0.8533%	$913.11	$10,957.29	$1,161.77	$13,941.29	$1,556.63	$18,679.55	$2,469.74	$29,636.84	$4,230.88
23B	1,130	Balcony	236	2	2	$2,510,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
23C	1,360	Balcony	276	2	2	$2,895,000	1.5751%	1.6422%	$1,757.30	$21,087.61	$2,235.87	$26,830.41	$2,995.78	$35,949.32	$4,753.08	$57,036.93	$8,142.45
24A	691	Balcony	206	1	1	$1,510,000	0.8184%	0.8533%	$913.11	$10,957.29	$1,161.77	$13,941.29	$1,556.63	$18,679.55	$2,469.74	$29,636.84	$4,230.88
24B	1,130	Balcony	236	2	2	$2,535,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
24C	1,360	Balcony	276	2	2	$2,915,000	1.5751%	1.6422%	$1,757.30	$21,087.61	$2,235.87	$26,830.41	$2,995.78	$35,949.32	$4,753.08	$57,036.93	$8,142.45
25A	691	Balcony	206	1	1	$1,525,000	0.8184%	0.8533%	$913.11	$10,957.29	$1,161.77	$13,941.29	$1,556.63	$18,679.55	$2,469.74	$29,636.84	$4,230.88
25B	1,130	Balcony	236	2	2	$2,560,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
25C	1,360	Balcony	276	2	2	$2,935,000	1.5751%	1.6422%	$1,757.30	$21,087.61	$2,235.87	$26,830.41	$2,995.78	$35,949.32	$4,753.08	$57,036.93	$8,142.45
26A	691	Balcony	206	1	1	$1,540,000	0.8184%	0.8533%	$913.11	$10,957.29	$1,161.77	$13,941.29	$1,556.63	$18,679.55	$2,469.74	$29,636.84	$4,230.88
26B	1,130	Balcony	236	2	2	$2,585,000	1.3105%	1.3664%	$1,462.17	$17,546.04	$1,860.36	$22,324.37	$2,492.65	$29,911.79	$3,954.82	$47,457.83	$6,774.96
26C	1,360	Balcony	276	2	2	$2,955,000	1.5751%	1.6422%	$1,757.30	$21,087.61	$2,235.87	$26,830.41	$2,995.78	$35,949.32	$4,753.08	$57,036.93	$8,142.45
PHA	1,634	Balcony & Terrace	929	3	2.5	$4,350,000	1.9963%	2.0813%	$2,227.18	$26,726.13	$2,833.71	$34,004.47	$3,796.80	$45,561.63	$6,023.98	$72,287.76	$10,319.62
PHB	1,687	Balcony & Terrace	1,141	3	2.5	$4,250,000	2.0983%	2.1878%	$2,341.14	$28,093.70	$2,978.71	$35,744.47	$3,991.09	$47,893.02	$6,332.23	$75,986.72	$10,847.59
S1	16					$20,000	0.0176%	0.0183%	$19.58	$234.99	$24.92	$298.99	$33.38	$400.60	$52.96	$635.59	$90.74
S2	15					$20,000	0.0165%	0.0171%	$18.30	$219.58	$23.28	$279.38	$31.19	$374.34	$49.49	$593.92	$84.79
S3	15					$20,000	0.0165%	0.0171%	$18.30	$219.58	$23.28	$279.38	$31.19	$374.34	$49.49	$593.92	$84.79
S4	15					$20,000	0.0165%	0.0171%	$18.30	$219.58	$23.28	$279.38	$31.19	$374.34	$49.49	$593.92	$84.79
S5	41					$50,000	0.0452%	0.0469%	$50.19	$602.25	$63.85	$766.26	$85.56	$1,026.69	$135.75	$1,628.94	$232.54
Residential Units Subtotal	**82,090**		**20,731**			**$165,570,000**	**95.9123%**	**100.0000%**	**$107,009.05**	**$1,284,107.37**	**$136,150.63**	**$1,633,809.00**	**$182,424.60**	**$2,189,095.00**	**$289,433.65**	**$3,473,202.37**	**$492,000.00**

SCHEDULE A

THE 842 SIXTH AVENUE CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Residential Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Pre-Completion Real Estate Taxes Monthly (5)	Estimated Pre-Completion Real Estate Taxes Annually (5)	Estimated Post-Completion Real Estate Taxes Monthly (5)	Estimated Post-Completion Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)	Resident Manager Unit Constribution (7)
Commercial Unit	3,709		0			$7,500,000	4.0877%		$1,316.73	$15,800.81	$6,639.75	$79,677.00	$8,782.75	$105,393.00	$10,099.48	$121,193.81	
Non-Residential Unit Subtotal	**3,709**		**0**			**$7,500,000**	**4.0877%**		**$1,316.73**	**$15,800.81**	**$6,639.75**	**$79,677.00**	**$8,782.75**	**$105,393.00**	**$10,099.48**	**$121,193.81**	
TOTAL	**85,799**		**20,731**			**$173,070,000**	**100.0000%**		**$108,325.78**	**$1,299,908.17**	**$142,790.38**	**$1,713,486.00**	**$191,207.35**	**$2,294,488.00**	**$299,533.13**	**$3,594,396.17**	**$492,000.00**

Limited Common Elements, rooms designated as a home office, and cellar space are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Cellar space has less light and air than ordinary living space and is more susceptible to dampness. The following Units contain a room designated as a home office: 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18A, 19A, 20A, 21A, 22A.

The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. See Footnote 5 to Schedule A and the section "Real Estate Taxes" for more information regarding the projected assessed valuation after completion of construction.

NOTES TO SCHEDULE A

1. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Offering Plan. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Offering Plan, and in Exhibit B to the Declaration set forth in Part II of this Offering Plan are approximate and are subject to immaterial construction tolerances and variances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically 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. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner.

No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Regardless of anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make an Alteration to a Limited Common Element appurtenant to their Unit must first obtain express written permission from the Board of Managers.

Limited Common Elements, rooms designated as a home office, and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. The following Units contain a room designated as a home office: 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18A, 19A, 20A, 21A, 22A. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

2. The Purchase Prices of Units may be negotiated by Sponsor and therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Offering Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices, without filing an amendment to the Offering Plan at any time during the offering period, if such a decrease in the Purchase Price does not constitute a general offering or an advertised price, but is rather the result of an individually negotiated transaction. See "Changes in Prices and Units" and "Unit Closing Costs and Adjustments" in Part I of the Offering Plan, for a more detailed description of purchase prices and closing costs.

Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if

such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more and a new supplemental tax where consideration is $2,000,000 or more (collectively, the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at Closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

3. The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of §339-i(1)(iv) of the Condominium Act, is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, as well as, the uniqueness of the Unit. The Common Interest is the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appertaining to each Unit.

4. The projected Common Charges provide for the maintenance of the Property outlined in Schedule B. The actual first year of operation may be earlier or later than the projected annual period. In addition to these estimated charges, each Unit Owner will be responsible for paying the following charges pertaining to their Unit:

(i) mortgage debt payments under any loan or loans obtained to finance the acquisition of a Unit;

(ii) each Unit Owner shall be responsible for paying for the costs of separately metered or sub-metered utilities for their Unit. Commonly metered utilities will be paid by

the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges; See "Schedule B-1" in Part I of the Offering Plan for a more detailed description of the utilities each Unit Owner shall be responsible for paying for their Unit.

(iii) the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit (including, without limitation, the equipment and appliances contained therein); and

(iv) the cost of insurance that the Unit Owner covering (a) furniture, belongings, equipment and other personal property and (b) The Unit Owner's liability to others for personal injury or property damage as a result of occurrences in the Unit. Common Expenses are allocated only among the Unit Owners in accordance with their Common Interest.

5. The Residential Units will be classified as Tax Class 2 property (more than three units or three floors) upon completion of the improvements. The policy of the New York City Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest, in relation to the assessed value of the entire property. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest.

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by MGNY Consulting Corp., 109 East 9th Street, New York, NY 10003 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated April 7, 2026, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. If Sponsor completes construction earlier than anticipated, or if the Department of Finance assesses the Building as complete earlier than anticipated by the Property Tax Professional, then projections for post-construction assessments may be in effect sooner than projected.

The Property Tax Projection Letter provides, in part, that upon conversion to a condominium, the Residential Units will be designated Tax Class 2 and the final assessment roll may only reflect a land assessment when it is published in May. Property Tax Professional assumed a Tax Class 2 tax rate of 12.439% and Tax Class 4 tax rate of 10.848%.

Estimated Residential Assessed Value 2027/2028 tax year:	$13,134,569
Estimated Residential Tax Liability 2027/2028 tax year:	$1,633,809
Estimated Non-Residential Assessed Value 2027/2028 tax year:	$734,483
Estimated Non-Residential Tax Liability 2027/2028 tax year:	$79,677
Estimated Residential Assessed Value 2028/2029 tax year:	$17,512,759
Estimated Residential Tax Liability 2028/2029 tax year:	$2,178,412
Estimated Non-Residential Assessed Value 2028/2029 tax year:	$979,310
Estimated Non-Residential Tax Liability 2028/2029 tax year:	$106,236

The Schedule A set forth in Part I of the Offering Plan allocates the estimated real estate taxes for the First Year of Operations to all Residential Units based on each Residential Unit's Common Interest. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

No warranty, guarantee or assurance is given that:

(i) any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuation during the First Year of Operations; the estimates of the portions of such assessed valuations that will be allocable to the Units; the tax rate that will be in effect during the first year; will approximate the actual amount; or

(ii) the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Property Tax Professional for such purpose, or that the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

6. The total monthly carrying charges do not reflect the after tax cost of the carrying charges. A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is

secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Please consult Counsel's Income Tax Opinion in Part I of this Offering Plan for all conditions of deductibility. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

7. Sponsor will transfer title of Unit 1A to the Condominium for $1,200,000 on or around the expiration of the Sponsor Control Period to serve as the resident manager's Unit. The Purchase Agreement between Sponsor and the Condominium will be substantially the same form and terms as all other Units, see Form of Purchase Agreement set forth in Part II of the Offering Plan. Lenders will not finance such a transaction until after the Sponsor Control Period. The Board of Managers shall have 90 days after the end of the Sponsor Control Period to consummate the transaction; Sponsor reserves the right to rent or sell Unit 1A to a party other than the Condominium if the Board of Managers fails to consummate the transaction within 90 days of the Sponsor Control Period ending; the Board of Managers will be obligated to rent or purchase a Unit, or find some means to otherwise comply with rules and regulations pertaining superintendents living in or near the Building. The Administrative Code of the City of New York, § 27-2052, et seq., requires one of the following when a building has nine or more rental units: (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day. Options for the non-Sponsor controlled Board of Managers include, but are not limited to, a special assessment for the full or partial purchase price, obtaining a commercial mortgage to finance the purchase, obtaining a line of credit to finance the purchase in its entirety or in part. Sponsor makes no representations or warranties as to financing available at the time the Sponsor Control Period will end. Sponsor will be collecting a contribution at closing ("Resident Manager Unit Contribution") in order for the non-Sponsor controlled Board of Managers to finance the purchase of the resident manager's Unit. At the closing for Unit 1A, Sponsor shall fund the Resident Manager Unit Contribution for Unsold Units and will be reimbursed at such time the Units are sold. In the event the non-Sponsor controlled Board of Managers fails to consummate the transaction, the non-Sponsor controlled Board of Managers shall remit all Resident Manager Unit Contributions to Sponsor as liquidated damages 91 days after the end of the Sponsor Control Period.

The carrying costs attributable to Unit 1A include Common Charges attributable to that Unit, real estate taxes, utilities, and debt service. The purchase of the Unit is expected to be financed; based on the budget expert's recent experience with lenders, the terms of the financing are projected to be a 10-year mortgage, amortized over 25 years, a loan-to-value of approximately 65%, with a fixed rate of 7% for five years that resets for the next five years. Closing costs for the transfer of the Unit are estimated to be approximately $72,000. Therefore, the Resident Managers Unit Contributions required is $492,000 for a mortgage of $780,000. The debt service will be a monthly payment of $5,512.88 or $66,154.53 a year and a balloon payment of $604,411.33 owed when the loan matures assuming a 7% rate for the full term. The non-Sponsor controlled Board of Managers' options for handling this balloon payment include, but is not limited to, refinancing the loan, budget a fund in order to pay off this balloon upon maturity, or implement a special assessment to cover the balloon payment. The non-Sponsor controlled Board of Managers will be responsible for securing the financing and Sponsor shall amend the Offering Plan when financing details are obtained; this is expected to be at the time the Sponsor Control Period will end which is the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing unless Sponsor uses the right to relinquish control earlier.

During the Sponsor Control Period, Sponsor shall own Unit 1A and be responsible for Common Charges, but Unit 1A will be used by the resident manager. Until Unit 1A is conveyed, the Condominium shall lease Unit 1A on a month-to-month basis from Sponsor as of the First Closing and shall pay Sponsor annual rent in an amount equal to the Condominium Owned Unit line item on Schedule B.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS STATED, OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B

THE 842 SIXTH AVENUE CONDOMINIUM
SCHEDULE OF ESTIMATED INCOME AND EXPENSES
FOR FIRST FULL YEAR OF OPERATION
JULY 1, 2027 - JUNE 30, 2028

PROJECTED INCOME

COMMON CHARGES - RESIDENTIAL UNITS	(1)	1,284,107.37
COMMON CHARGES - NON-RESIDENTIAL UNITS	(1)	15,800.81
		1,299,908.17

PROJECTED EXPENSES

		Total	Residential	Non-Residential
LABOR	(2)	$ 587,019.47	$ 587,019.47	$ -
ELECTRICITY	(3)	$ 179,929.39	$ 179,929.39	$ -
GAS	(4)	$ 1,411.00	$ 1,411.00	$ -
WATER CHARGES & SEWER RENTS	(5)	$ 45,776.00	$ 45,776.00	$ -
REPAIRS, MAINTENANCE & SUPPLIES	(6)	$ 40,000.00	$ 38,364.92	$ 1,635.08
SERVICE CONTRACTS	(7)	$ 107,024.00	$ 102,649.18	$ 4,374.82
INSURANCE	(8)	$ 134,073.00	$ 128,592.50	$ 5,480.50
MANAGEMENT FEE	(9)	$ 74,400.00	$ 71,358.75	$ 3,041.25
LEGAL AND AUDIT FEES	(10)	$ 5,900.00	$ 5,658.83	$ 241.17
CONDOMINIUM OWNED UNIT	(11)	$ 99,227.17	$ 99,227.17	$ -
RESERVE FUND	(12)	$ 25,148.14	$ 24,120.16	$ 1,027.98
TOTAL OPERATING EXPENSES		$ 1,299,908.17	$ 1,284,107.37	$ 15,800.81

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2027 to June 30, 2028. The actual First Year of Condominium Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the 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. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon, within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

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

FOOTNOTES TO SCHEDULE B

1. Income

These amounts represent the total Common Charges to be levied against and collected from the Unit Owners during the projected First Year of Operations. The Common Charges will be utilized by the Board of Managers to defray the operational expenses of the Condominium. Common Expenses are allocated among the Units on the basis of percentage of Common Interest.

No warranty is made with respect to the amount of any budget item. The projected budget has been reviewed by the Sponsor's budget expert, Monarch Realty Group, with offices at 244 Water Street, C-1, Brooklyn, NY 11201. Based upon the consumption and related Building maintenance information that the Sponsor has provided to Monarch Realty Group, the budget is believed to be reasonable.

Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Declaration and Article 10 of the By-Laws, set forth in Part II of this Offering Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation. For the purposes of voting and budgeting, Storage Units shall be treated as Residential Units.

2. Labor

The Condominium association will not employ any staff on payroll as an association, all staff to be provided by a third-party service provider, Monarch Realty Group. The Condominium will contract for a full time 40 hour per week superintendent, 112 hours per week porters, and 168 hours per week concierge, who will be responsible for cleaning and maintaining the sidewalks in front of the Building, cleaning and maintaining the Common Elements, and bag and put out refuse on curb side for pick up in accordance with the schedule provided by the Department of Sanitation.

Such level of staffing complies with all applicable housing and labor laws. The Administrative Code of the City of New York, § 27-2052, *et seq.,* requires one of the following when a building has nine or more rental units: (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day; condominium unit owners are considered resident owners and are responsible for providing for adequate janitorial services in their multiple dwelling buildings; at the Board of Managers and Unit Owners' discretion, this may include providing the services themselves and hiring a competent janitor or superintendent to assist them (see Hatcher v. Bd. of Managers of 420 W. 23rd St. Condo., 2007 NY Slip Op 3750, 39 A.D.3d 436, 835 N.Y.S.2d 112 (App. Div.) and Hatcher v. Bd. of Managers, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]).

This expense will be allocated in compliance with §339-m of the Real Property Law based on

special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

3. Electricity

The amount set forth is the estimate for the electricity consumed only by the Common Elements, since the electricity for Units is individually metered by Consolidated Edison of New York. Electricity will be used to operate any water pumps, miscellaneous building equipment such as fans and lighting throughout the interior and exterior of the Common Elements areas of the Building. Allocation of the electricity consumed with respect to the Common Elements is based on a master meter from Consolidated Edison explicitly for the Common Elements.

The projected Common Element electricity cost is based on a consumption of 580,417 kWh/year of electricity at an average cost of $0.31 per kWh.

The foregoing estimate is based upon the opinion letter dated April 18, 2026, from EP Engineering, 100 William Street, Suite 1205, New York, NY 10038; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of electricity during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the utility company.

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

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

4. Gas

There will be one gas meter for the Building. The amount set forth is the estimate for the standby generator. The budget amount is for the First Year of Operation and is based on estimated total annual consumption: (100MBH/therm) of 10 therms at $2.0000 per therm.

The foregoing estimate is based upon the opinion letter dated April 18, 2026, from EP Engineering, 100 William Street, Suite 1205, New York, NY 10038; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of gas during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the utility company.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

5. Water Charges and Sewer Rent

Water and sewer charges for the Building are assessed by the City of New York based on the actual amount of usage. There will be one meter servicing the entire Building, and the charges for same will be apportioned amongst all Residential Units based on each Unit's Common Interest. The City

of New York charges per hundred cubic feet of water and sewer use (approximately 748 gallons). It is estimated that the annual water consumption will be 3,503 HCF at an estimate cost of $13.07 per HCF.

The foregoing estimate is based upon the opinion letter dated April 18, 2026, from EP Engineering, 100 William Street, Suite 1205, New York, NY 10038; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of water during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the City of New York.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

6. Repairs, Maintenance and Supplies

This figure represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting, and supplies such as cleaning supplies, light bulbs, fixtures, hardware, garbage bags, etc. used in connection with the operation of the Common Elements. The foregoing estimate is based upon the opinion of Sponsor's budget expert, Monarch Realty Group.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated by Common Interest.

7. Service Contracts

Amounts indicated below are estimates made by the Monarch Realty Group based upon the Managing Agent’s experience of managing similar properties and certain written proposals set forth below. No maintenance or service contracts have been entered into as of the filing date of the Offering Plan.

Elevator	$26,350.00
Exterminator	$4,000.00
Extinguishers	$2,500.00
Landscaping	$18,800.00
Fire Alarm	$6,500.00
Sprinkler	$8,500.00
HVAC	$18,000.00
Virtual Intercom	$11,124.00
Telephone/Cable/Internet	$6,000.00
Local Law 97 Compliance	$1,750.00
Local Law 126 Compliance	$3,500.00

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated by Common Interest.

8. Insurance

The projected insurance premium is based on the letter dated November 17, 2025 from Stern Agency, Inc., 40 Exchange Place, Suite 1903, New York, NY 10055.

Property	
Building:	$40,000,000
Business Income:	$1,245,965
Coverage Form A	Building limit
Coverage Form B	$4,000,000
Coverage Form C	$4,000,000
Business personal property	$100,000
Broad water form	$100,000
Earth Movement	$1,000,000
Equipment Breakdown / Boiler & Machinery:	Included
Elevator collision	$1,000,000
Deductible:	$10,000
Flood/earthquake deductible	$50,000
General Liability	
Limits of liability insurance:	
Per Occurrence:	$1,000,000
General Aggregate:	$2,000,000
Fire damage legal liability	$1,000,000
Employee benefits liability	$1,000,000
Crime/Fidelity	
Employee theft:	$1,000,000
Forgery Alteration:	$1,000,000
Theft of Money and securities:	$1,000,000
Computer Fraud:	$1,000,000
Funds Transfer Fraud:	$1,000,000
Money Orders & Counterfeit Paper/Currency	$1,000,000
Deductible:	$2,500
Directors & Officers	
Per Occurrence:	$1,000,000
Aggregate:	$1,000,000
Umbrella	
Per Occurrence:	$10,000,000
Aggregate:	$10,000,000

In the opinion of Stern Agency, Inc, the foregoing coverage is sufficient to replace the Building in the event of a total or partial loss so that the insured shall not be a co-insurer during the First Year of Operations.

The estimated insurance expense is based upon a quote that projects rates for the First Year of Operations. However, because conditions in the insurance marketplace are volatile, it is not possible to predict exactly what the premiums will be during this time. Purchasers should be aware of the possibility of rate increases. In addition, if a partial TCO is obtained, as opposed to a TCO for the whole Building, the estimated cost of insurance for the same coverage proposed is estimated to be four times higher.

Sponsor will procure on behalf of the Board, on or before the date of the First Closing, the fire, casualty, and general liability insurance required to be carried by the Condominium. The insurance budget provides that the Condominium will have public liability insurance at Closing. The insurance coverage meets the requirements of Sponsor's lender. The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Board of Managers; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

In addition to the insurance set forth herein, Unit Owners must obtain, at the time of Closing, supplemental or additional insurance for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers 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 either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated by Common Interest.

9. Management Fees

Based on the management agreement to be entered into with Monarch Realty Group at or before the First Unit Closing, it is expected that the Managing Agent will receive an annual fee of $74,400 for the First Year of Operations. The management fees are at prevailing rates. Reference should be made to the section "Management Agreement" in Part I of the Offering Plan for further discussion of the terms of the Management Agreement. Expense allocated based on actual percentage of common interest. The Managing Agent and its principals have no relationship, past or present, to the Sponsor or principals of Sponsor, other than that the Managing Agent will be paid a fee for its services.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated by Common Interest.

10. Legal and Audit Fees

The estimate of legal expense is based upon any anticipated consultation with an attorney to be retained by the Board of Managers. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Operations. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained. In future years, the legal expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if future legal expenses are attributable to solely to Residential Units, then legal expenses will be allocated to the Residential Units.

During the Sponsor Control Period, a certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition, the accountant will be responsible for filing federal, state and city income tax returns. The amount set aside for this service is $5,900. This projection is based on an estimate received from Russell B. Blank, CPA, One Hollow Lane, Suite 307, Lake Success, NY 11042. This expense has been allocated based on Common Interest. In future years, this expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if a tax certiorari is performed to reduce the taxes of Residential Units, the expenses related to the tax certiorari will be allocated to the Residential Units.

11. Condominium Owned Unit

Sponsor will transfer title of Unit 1A to the Condominium for $1,200,000 on or around the expiration of the Sponsor Control Period to serve as the resident manager's Unit. The Purchase Agreement between Sponsor and the Condominium will be substantially the same form and terms as all other Units, see Form of Purchase Agreement set forth in Part II of the Offering Plan. Lenders will not finance such a transaction until after the Sponsor Control Period. The Board of Managers shall have 90 days after the end of the Sponsor Control Period to consummate the transaction; Sponsor reserves the right to rent or sell Unit 1A to a party other than the Condominium if the Board of Managers fails to consummate the transaction within 90 days of the Sponsor Control Period ending; the Board of Managers will be obligated to rent or purchase a Unit, or find some means to otherwise comply with rules and regulations pertaining superintendents living in or near the Building. The Administrative Code of the City of New York, § 27-2052, et seq., requires one of the following when a building has nine or more rental units: (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department

of Buildings available 24 hours per day. Options for the non-Sponsor controlled Board of Managers include, but are not limited to, a special assessment for the full or partial purchase price, obtaining a commercial mortgage to finance the purchase, obtaining a line of credit to finance the purchase in its entirety or in part. Sponsor makes no representations or warranties as to financing available at the time the Sponsor Control Period will end. Sponsor will be collecting a contribution at closing ("Resident Manager Unit Contribution") in order for the non-Sponsor controlled Board of Managers to finance the purchase of the resident manager's Unit. At the closing for Unit 1A, Sponsor shall fund the Resident Manager Unit Contribution for Unsold Units and will be reimbursed at such time the Units are sold. In the event the non-Sponsor controlled Board of Managers fails to consummate the transaction, the non-Sponsor controlled Board of Managers shall remit all Resident Manager Unit Contributions to Sponsor as liquidated damages 91 days after the end of the Sponsor Control Period.

The carrying costs attributable to Unit 1A include Common Charges attributable to that Unit, real estate taxes, utilities, and debt service. The purchase of the Unit is expected to be financed; based on the budget expert's recent experience with lenders, the terms of the financing are projected to be a 10-year mortgage, amortized over 25 years, a loan-to-value of approximately 65%, with a fixed rate of 7% for five years that resets for the next five years. Closing costs for the transfer of the Unit are estimated to be approximately $72,000. Therefore, the Resident Managers Unit Contributions required is $492,000 for a mortgage of $780,000. The debt service will be a monthly payment of $5,512.88 or $66,154.53 a year and a balloon payment of $604,411.33 owed when the loan matures assuming a 7% rate for the full term. The non-Sponsor controlled Board of Managers' options for handling this balloon payment include, but is not limited to, refinancing the loan, budget a fund in order to pay off this balloon upon maturity, or implement a special assessment to cover the balloon payment. The non-Sponsor controlled Board of Managers will be responsible for securing the financing and Sponsor shall amend the Offering Plan when financing details are obtained; this is expected to be at the time the Sponsor Control Period will end which is the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing unless Sponsor uses the right to relinquish control earlier.

During the Sponsor Control Period, Sponsor shall own Unit 1A and be responsible for Common Charges, but Unit 1A will be used by the resident manager. Until Unit 1A is conveyed, the Condominium shall lease Unit 1A on a month-to-month basis from Sponsor as of the First Closing and shall pay Sponsor annual rent in an amount equal to the Condominium Owned Unit line item on Schedule B.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated 100% to the Residential Units.

12. Reserve

A separate bank account for a reserve fund is being established; Section 2.6 of the Bylaws

authorizes the Board of Managers to establish a reserve fund for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' Common Charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. The budgeted figure does not include these initial contributions. The Board of Managers, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Fund line item in the Condominium's annual budget. It is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

Sponsor has retained Strategic Inspections, LLC to perform a reserve fund study on the Building, a copy of which is set forth in Part II of the Offering Plan. The typical amount budgeted is approximately fifteen percent (15%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration and Fannie Mae, however a reserve study by Strategic Inspections, LLC, allows for a reserve requirement of $89,000.00 for the First Year of Operations which may be met by any means at the discretion of the Board of Managers including, but not limited to, a line item in the budget, a special assessment, or contributions due at Closing by Purchasers. For each successive year, the reserve fund requirement increases based on the study, and for the first five (5) years of Condominium operation will remain less than approximately ten percent (10%) of the expenses budgeted.

The reserve study provided, in part, that the reserve requirements for the First Year of Operations should amount to $89,000.00. $25,148.14 is budgeted through Common Charges and the balance funded through expected closing costs paid by Purchasers that are attributed to the Reserve Fund. To satisfy certain lending institutions, the Board of Managers shall utilize any surplus Working Capital Funds to fund any shortfall to the Reserve Fund in order to ensure that the final amount allocated to the Reserve Fund is $89,000.00. In the event there is no Working Capital Fund surplus, or the surplus is insufficient, at the end of the First Year of Operations, a special assessment may be required to fund any shortfall to the Reserve Fund in order to ensure that the final amount allocated to the Reserve Fund is $89,000.00. By way of example only, if there were $50,000 in the Reserve Fund collected solely via the contribution made by each Purchaser at Closing by the end of the First Year of Operations, and no Working Capital Fund surplus, the shortfall would be $13,851.86 (calculated by taking the full amount, $89,000.00, and subtracting the $25,148.14 collected through the First Year Budget and subtracting the $50,000 collected via contributions from Purchasers at Closing). If the requisite number of Units close so that at least $63,851.86 is collected through closing costs paid by each Purchaser, the amount in the Reserve Fund will be at the minimum $89,000.00 since $25,148.14 is collected through Common Charges.

In future years, the Board of Managers may have to increase the Reserve Fund line item in the annual budget, allocate surplus Working Capital funds to the Reserve Fund, or issue a special assessment to meet the minimum required annual reserve fund contributions. If Purchaser

contributions to the Reserve Fund due at Closing, in conjunction with the amounted funded through Common Charges, exceed the reserve requirements for the First Year of Operations set out in the Reserve Study, the Reserve Study can be updated to include the funds deposited into the Reserve Fund to lower the minimum required annual reserve fund contributions for the second year of operations; updating the Reserve Study is projected to cost approximately $1,000.

This expense will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners; this expense has been allocated by Common Interest.

IN THE OPINION OF MONARCH REALTY GROUP, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF OPERATIONS. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

THE 842 SIXTH AVENUE CONDOMINIUM
ESTIMATED UTILITY EXPENSES FOR INDIVIDUAL UNITS
FOR FIRST FULL YEAR OF OPERATION
JULY 1, 2027– JUNE 30, 2028

The following chart sets forth the estimated annual electric costs for lighting and operating typical electrical appliances in each Unit.

Unit	Estimated Annual Electricity Consumption (kWh)	Estimated Annual Electricity Cost	Estimated Monthly Electricity Cost
1A	28,757	$8,915	$743
3-6 A	30,172	$9,353	$779
3-6 B	30,172	$9,353	$779
3-6 C	30,172	$9,353	$779
3-6 D	29,115	$9,026	$752
3-6 E	29,115	$9,026	$752
7-17 A	28,898	$8,958	$747
7-17 B	29,911	$9,273	$773
7-17 C	30,925	$9,587	$799
7-17 D	28,898	$8,958	$747
18-22 A	30,824	$9,555	$796
18-22 B	31,990	$9,917	$826
18-22 C	31,990	$9,917	$826
23-26 A	29,698	$9,206	$767
23-26 B	33,029	$10,239	$853
23-26 C	33,029	$10,239	$853
27A	39,330	$12,192	$1,016
27B	37,536	$11,636	$970

The electric estimate for individual Unit Owners is based on a rate of $0.31 per kWh. The foregoing estimate is based upon the opinion letter dated April 18, 2026, from EP Engineering, 100 William Street, Suite 1205, New York, NY 10038; their opinion is based on their professional expertise and industry standards.

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

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the First Year of Operations, although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity will vary depending upon various factors, including the amount of consumption, the rates of the utility company (which fluctuate periodically), and the possibility of changes in the methods of calculating charges by the utility company.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

COMPLIANCE WITH REAL PROPERTY LAW §339-i

October 18, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: The 842 Sixth Avenue Condominium
842 Sixth Avenue, New York, NY 10001

To Whom It May Concern:

All capitalized items not otherwise defined herein shall have the same meanings ascribed to them in the Offering Plan for the captioned Condominium.

This firm has over twenty years' experience in the practice of real estate law and has no beneficial interest in Sponsor or the profitability of the above referenced Condominium project.

The Sponsor has requested our opinion on whether the method used to determine the undivided percentage of common interest of each Unit in the Common Elements in the above referenced Condominium complies with Real Property Law §339-i ("§339-i").

In connection with this opinion, we have reviewed Schedule A, the Declaration and the Floor Plans and have assumed the statements and information contained therein are correct and accurate. We have not reviewed or verified the calculations of floor areas used in determining the sizes of the Units.

We have been advised that the Common Interests of each Unit have been allocated 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. This method of allocation is in accordance with §339-i(1)(iv) of the New York State Real Property Law. The aggregate Common Interests of all Units equal one hundred percent (100%). We have evaluated the allocation of Common Interests between the Units made by the Sponsor based on the foregoing factors and it is our opinion that the allocation of Common Interests is consistent with §339-i(1)(iv).

This opinion is confined to the matters addressed herein with respect to §339-i and is not intended, nor should it be construed, as an opinion on any other aspects of the Condominium.

Further, we assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances that may hereafter come to our attention pertaining to the subject matter hereof. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Marans Newman Tsolis & Nazinitsky LLC, Selling Agent, Managing Agent or the Board of Managers be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in §339-i or other applicable Law

We consent to the submission of this opinion to the New York State Department of Law in connection with the Offering Plan for the subject condominium conversion and to the reference to our name therein in connection with this opinion.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC

By: _____
Richard Marans, Member

NON-RESIDENTIAL UNITS

The Building contains one Non-Residential Unit. Subject to compliance with all laws, including, without limitation, the Certificate of Occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes. Examples of commercial uses include, but are not limited to, a retail store, pharmacy, school, laundromat, and bank. Examples of community facility uses include, but are not limited to, a school, religious institution, library, medical center, day care, non-commercial recreation centers, non-commercial art gallery, and a museum.

Article 6 of the Declaration contains the impermissible uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner reasonable for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a homeless shelter, soup kitchen, or similar use
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like

The Board of Managers and the Residential Unit Owners will not have any right to restrict or limit any lawful use of a Non-Residential Unit beyond restrictions currently permitted or provided in the Declaration and By-Laws. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. The Sponsor-Controlled Board shall not be permitted to amend the Declaration or By-Laws to permit any of the currently impermissible uses of the Non-Residential Units; see section 6.3 of the Declaration.

The Common Charges payable by Non-Residential Unit Owners shall be sufficient to cover

the expenses attributable to said Units. Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article 9 of the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration as provided in Article 7 of the By-Laws. Since a Non-Residential Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to commercial use of a Non-Residential Unit shall not impact the budget for the Condominium. Any increase in expenses for services provided to the Residential Units, but which are not utilized by a Non-Residential Unit, or services which are provided to a Non-Residential Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by a Non-Residential Unit Owner or by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge to either party. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Non-Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

A Non-Residential Unit Owner has certain special rights under the Declaration; it is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium. Except to the extent inconsistent with the By-Laws or prohibited by law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units 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; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made.

In addition, a Non-Residential Unit Owner will have an easement through and along all of

the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of a Non-Residential Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through a Non-Residential Unit in such manner as shall be reasonably determined by the Board of Managers. Each of the foregoing easements shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of a Non-Residential Unit Owner will not have a material adverse impact upon the Condominium.

A Non-Residential Unit Owner shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs, on the storefront to its Unit provided the same relate solely to the operation of the Unit or for the purpose of advertising the sale or lease of all or any portion of a Non-Residential Unit. A Non-Residential Unit Owner shall not have the right to place or install any sign or other advertisement on any part of the Building other than the storefront without the prior written consent of the Board of Managers.

CHANGES IN PRICES AND UNITS

Changes in Prices

The Units will be offered at the prices set forth in Schedule A. Offering prices may be changed by a duly filed amendment to the Offering Plan when the change in price is an across-the-board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. However, prices and specified terms of sale may be negotiated on an individual basis and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at lower prices than those set forth in Schedule A, provided that in the case of a price increase to an individual Purchaser an amendment containing the new price will be submitted to the Department of Law prior to a contract being entered into at a higher price. In the case of an individual price decrease, no amendment shall be necessary for the price to be effective. If an amendment whose sole purpose is to effect a change in price is submitted to the Department of Law for filing, and no prior amendment has been submitted to but not yet filed by the Department of Law, the amendment shall be deemed filed when submitted.

Changes in Units

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Offering Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make immaterial changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. A decrease in a Unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. 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 Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or immaterial error in the Floor Plans.

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration and without the consent of Purchasers, Unit Owners or the Board of Managers, with respect to Unsold Units, to (i) change or reverse the layout of any Unsold Unit and make adjustments in interior dimensions of Unsold Units, (ii) change the number of rooms in any Unsold Unit, (iii) change the size and/or number of Unsold Units by subdividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units into one or more Unsold Units, altering boundary walls of Unsold Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting Unsold Units into one or more Unsold Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Unsold Units affected by such change.

In the event Sponsor changes the size and/or number of Units, Sponsor shall increase or decrease the Common Interests appurtenant to such affected Units accordingly; the aggregate amount of the Common Interests of all of the Units shall remain at 100%. As a result of such a

reapportionment of Common Interests of affected Units, the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of such affected Units will be increased or decreased in direct proportion to changes made to Common Interests. However, the amount of the Common Charges and real estate taxes and assessments payable by the Owners of Units unaffected by these changes and for whom there has been no change in Common Interest will not be varied. Common Interest may not need to be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Offering Plan and, when applicable, to the Declaration. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Unless all Purchasers and the Board of Managers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. 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 Offering Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license, or transfer will not require the consent of any other Purchaser or Unit Owner, nor will it require notice to the Board of Managers, except as set forth below. In the event Sponsor sells or otherwise transfers any portion of the Common Elements after the recording of the Declaration and such sale or transfer affects the percentages of Common Interest in the Building, Sponsor will: (i) obtain the consent of the affected Unit Owner(s) and provide notice to the Board of Managers; (ii) disclose such sale or transfer in a duly filed amendment to the Offering Plan; and (iii) reflect such change in an amendment to the Declaration and Tax Lot Drawings, if applicable and required.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units or to size, dimension, layout, quantity or quality of Common Elements, due to site conditions, governmental requirements or other unforeseen circumstances beyond Sponsor's control, and after Sponsor has exhausted all reasonable alternatives to avoid any such material changes and it has been reasonably determined that there are no reasonable options to maintain such size, dimension, common interests, floor space or layout of Units or the size, dimension, layout, quantity or quality of Common Elements disclosed in the Offering Plan, Sponsor will amend the Offering Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be materially and adversely affected by such changes, will be given the right to rescind the Purchase Agreement and at least fifteen (15) days within which to exercise this right, and if rescission is exercised, will receive back the Deposit made thereunder together with any interest earned thereon.

The provisions of the Declaration concerning combination and/or partitioning of any Unsold Unit by the Sponsor or Successor Sponsor may not be modified or deleted by amendment without the written consent of the same. Sponsor shall have the power to execute any documents on behalf of the Condominium required in connection with any amendment to the Declaration or By-Laws permitted or required above or to any application or other documents required in connection with any such amendment by any administrative agencies asserting jurisdiction there

over, including, without limitation, any application or documents required by the Building Department and/or the Real Estate Assessment Bureau in connection with designations of separate tax lots for the affected Units or otherwise. Nonetheless, the Unit Owners not involved in any such change and the Board of Managers shall execute promptly and without charge any documents or applications necessary or convenient in connection with the effectuation of the provisions hereof, and by accepting the deed for their Unit a Unit Owner grants to the Board of Managers and Sponsor an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any amendment to the Declaration and the By-Laws and any and all documents and applications necessary or convenient to effectuate the foregoing. The form of said Power of Attorney is contained in Part II of the Offering Plan. Sponsor and Successor Sponsors may have the rights described herein so long as Sponsor or Successor Sponsor continues to own an Unsold Unit.

INTERIM LEASES

Unsold Units may be leased to Purchasers who have executed a Purchase Agreement for such Unit at any time, both before and after the First Closing. Once a Purchase Agreement is accepted for a vacant Unit, however, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof pursuant to a lease (an "Interim Lease") on the terms set forth in this Section. The form of the Interim Lease is located in Part II of the Offering Plan. Purchasers will be responsible for a $3,000.00 fee, payable to Sponsor's attorney, for the preparation of Interim Lease Agreement if Purchaser requests an Interim Lease.

Interim leases will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, or the New York City Rent Stabilization Code, as such laws are presently in effect. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of closing of title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under applicable laws.

In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after written notice thereof, or within 30 days after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the Unit will terminate, and Purchaser must vacate the Unit. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the "Form of Interim Lease Agreement" set forth in Part II of the Offering Plan.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon surrendering possession of their Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after they elect to terminate or rescind. Purchaser must also pay any rent due and payable under their Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage to their Unit or of any other liability under the Purchase Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Purchase Price of the Unit subject to the Interim Lease unless such term is negotiated by Sponsor and Purchaser.

If the Offering Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be subject to the provisions of any applicable rent laws that may be in effect with respect to such Unit at the time of such abandonment.

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property. Purchasers are advised to consult with an insurance broker prior to executing an Interim Lease.

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

Any Interim Lease shall be subordinate to the mortgage held by Sponsor's Mortgagee; in the event of a foreclosure, any rights to occupy the Unit pursuant to an Interim Lease will be terminated.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

If there are any inconsistencies between the Interim Lease and the Offering Plan, the terms of the Offering Plan shall govern.

PROCEDURE TO PURCHASE

Offering Plan

This Offering Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Offering Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Offering Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of this Offering Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open and at the office of the selling agent or Sponsor. Copies of the Offering Plan will be available to prospective purchasers for a $200.00 deposit, made payable to Sponsor, in the form of a check; Sponsor shall hold the $200.00 check without depositing it, and shall return the check upon the earlier of (a) the return of the Offering Plan in substantially the same condition as it was provided to Purchaser, such condition to be determined at the sole discretion of Sponsor in good faith; or (b) the Closing of Purchaser's Unit. If such prospective purchaser does not close on a Unit, or Sponsor determined the Offering Plan was not returned in substantially the same condition as it was provided to Purchaser, then the $200.00 check will be deposited by Sponsor and shall not be returned. Copies of the Offering Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

Purchase Agreement

A person desiring to purchase a Unit will be required to execute in duplicate a Purchase Agreement, substantially in the form set forth in Part II of this Offering Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the Purchase Price. Said check shall be drawn to the order of "Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent." All funds received from Purchasers, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC as Escrow Agent.

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

If the Sponsor elects to accept the Purchase Agreement, one counterpart thereof signed by the Sponsor or a pdf version of the Purchase Agreement signed by Sponsor if the Agreement allows for same, will be returned to the Purchaser or Purchaser's counsel within thirty (30) days of delivery of the same to the Sponsor. If the Purchase Agreement is not accepted by Sponsor by the end of such period it will be deemed rejected. Sponsor may reject any Purchase Agreement,

without cause or explanation, so long as such rejection is not based upon race, creed, color, sex, national origin, ancestry, or any other ground proscribed by law. In the event of such rejection, the Purchaser's Deposit will be promptly refunded. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of the Sponsor is delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing and neither party shall have any further rights or obligations arising thereunder or relating thereto. The relevant escrow trust fund provisions are included in Paragraph 4 of the Purchase Agreement. The Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 4 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser.

A complete copy of the form of Purchase Agreement is included in Part II of the Offering Plan.

Non-Residential Units will be sold pursuant to an individually negotiated purchase agreements.

Purchase Agreement is Not a Lien

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

Conflicts between Offering Plan and Purchase Agreement

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

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

Purchaser Financing

The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the Balance. A Purchaser who requires financing is advised to consult with a lending institution before execution of the Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or

availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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 units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of Units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Balance of Purchase Price and Closing Documents

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

There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan; any missed deadline is a material breach that would entitle Sponsor to remedies provided in the Purchase Agreement. TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement or bring an action against Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISIONS OF THE PURCHASE AGREEMENT OR THE

OFFERING PLAN OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS A REMEDY IN THE EVENT OF A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES 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. NOTHING IN THE FOREGOING SHALL ABROGATE A PURCHASER'S RIGHT UNDER APPLICABLE LAW TO CONTEST WHETHER PURCHASER WAS IN DEFAULT.

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $3,700.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased 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 Offering Plan. The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $450.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $3,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the Deposit may be declared.

At the Closing, Purchaser shall be required to sign and deliver a Power of Attorney covering the Unit in the form contained in Part II of the Offering Plan and pay certain closing fees,

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

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of their other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to Purchaser. If the default is not cured within thirty (30) days after written notice thereof, then the Purchase Agreement shall be deemed terminated and Sponsor shall be entitled to the payment due under the Purchase Agreement and any payments made thereunder including any costs for any special work ordered by Purchaser together with interest earned thereon, if any, as and for liquidated damages. Termination of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to Sponsor, the Condominium or others purchasing such Unit.

In the event the Sponsor cannot convey title to the Unit by reason other than the default of the Purchaser, all monies deposited by the Purchaser shall be returned to the Purchaser. However, Sponsor may attempt to cure its inability to convey title and if it does so, Sponsor shall be entitled to an adjournment of the Closing Date for six months subject to the rights afforded to Purchasers under applicable law and the provisions of the Offering Plan.

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

No Representations

In the Purchase Agreement, Purchaser acknowledges that Purchaser has not relied upon

any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as specifically represented in the Offering Plan or Purchase Agreement; as such, Purchasers are urged to ensure material representations are incorporated into the negotiated Purchase Agreement. Purchaser acknowledges it has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this Offering Plan. A decrease in a Unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, representations that are inconsistent with this Offering Plan or the Purchase Agreement will not affect Sponsor's liability under the Martin Act. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement.

Costs of Enforcing and Defending Agreement.

If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. Purchaser is contractually waiving recovery of legal fees and disbursements. **The Attorney General strongly urges you to consult with an attorney before signing a Purchase Agreement.** These provisions shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Jury Trial

Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of

title or the termination of the Purchase Agreement.

Waiver of Diplomatic or Sovereign Immunity.

Purchaser waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

The Escrow Agent

The law firm of Marans Newman Tsolis & Nazinitsky LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212-968-0244, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Richard Marans, Richard Newman, Stavroula Tsolis, and Jason Nazinitsky. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

The Escrow Agent has established the escrow account at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is titled The Marans Newman Tsolis Nazinitsky Attorney Escrow Account for The 842 Sixth Avenue Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, duly completed and executed, the Deposit shall remain in a non-interest-bearing account. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information.

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

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of the Purchase Agreement. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used in commission of the requested work. If the Offering Plan is abandoned, all Purchase Agreements will be cancelled and all Deposits, including advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, together with any interest earned, will be refunded within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing.

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

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Purchase Agreement or the performance or non-performance of Escrow Agent's duties under the 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 the 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.

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

Notification to Purchaser

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

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State

Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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

Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms below. In the event the Offering Plan is abandoned, all Deposits and advances will be released in accordance with the terms below.

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

and shall give written notice to both parties of such deposit.

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

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

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

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations. The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Waiver Void

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

Trust Obligation of Sponsor

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Lawsuits

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

Risk of Loss and Restoration after Casualty

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who

has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

Lien Law

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

Delay in First Closing

Sponsor anticipates that the First Closing will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date the First Closing occurs later than June 30, 2028, twelve (12) months after the projected date for the First Closing. If the Offering Plan is amended to provide for a later projected date for the First Closing, Purchasers who sign after the presentation date of such an amendment will be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date. If a Purchaser is offered rescission due to the First Closing not occurring twelve (12) months after the projected date in the Offering Plan, and such Purchaser does not exercise its right to rescind pursuant to the terms of the Offering Plan, then the Purchaser shall similarly be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date.

However, if the First Closing occurs before July 1, 2027 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, Sponsor may schedule the closing of title to other Units significantly later than such date. Unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain. Provided that Sponsor is otherwise in compliance with its obligations under the Offering Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

The First Year of Operations is estimated to be July 1, 2027 through June 30, 2028. It is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Closing may occur sooner or later than the projected First Year of Operations and closings to certain Residential Units may occur substantially before or after closing for other Residential Units. In the event the actual or anticipated commencement date of the First Year of Operations is to be delayed by six (6) months or more, Sponsor will amend the Offering Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Offering Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon.

FinCEN Reporting Requirements

The Financial Crimes Enforcement Network (FinCEN), a bureau of the U.S. Department of the Treasury, has adopted the Residential Real Estate Rule (the "RRE Rule") requiring the reporting of certain transfers of residential real property to legal entities and trusts occurring on or after March 1, 2026 that are not financed by a lender subject to anti-money laundering program and suspicious activity report filing requirements (a "Real Estate Report"). The Real Estate Report

must include certain information for each of the grantor and grantee, including the name, date of birth, residential address, citizenship, and taxpayer identification number of each party, or the beneficial owner(s) if such party is an entity or trust. A beneficial owner of an entity is any individual who directly or indirectly exercises substantial control over the entity, or owns or controls at least 25% of the entity's ownership interests; a beneficial owner of a trust is any individual who serves as trustee or otherwise has authority to dispose of trust assets, or are sole permissible recipients of income and principal, or have the right to withdraw substantially all trust assets, or have the power to revoke the trust or withdraw its assets (such as certain grantors or settlors), or exercise control through ownership of an entity or trust occupying one of the foregoing roles. The report must also disclose the total consideration paid and certain payment details. The Real Estate Report must be filed simultaneously with, or prior to the closing of title. More information about the RRE Rule can be found on the FinCEN website: https://www.fincen.gov/rre-faqs#A_1.

Notwithstanding the "reporting cascade" that is set forth in the RRE Rule to determine who is responsible for filing, neither Sponsor nor Sponsor's agents, including Sponsor's attorney and Selling Agent, shall be responsible for filing of the Real Estate Report. Purchaser's title company or Purchaser's attorney shall be the designated reporting professional under the RRE Rule, and at the request of Sponsor or Sponsor's attorney, Purchaser shall cause such parties to execute a written designation agreement stating the same.

Compliance with the RRE Rule is a material obligation of Purchaser in connection with the Closing. Purchaser shall be obligated to complete the report required by the RRE Rule with all relevant information by the Closing. Purchaser shall have no right to adjourn the Closing for the purpose of allowing Purchaser's Designated Parties to complete any report required by the RRE Rule. In the event Purchaser fails to complete any required report by the scheduled Closing date, and such failure prevents or delays the Closing, Purchaser shall be deemed to have failed to close in accordance with the terms of the Purchase Agreement, which failure shall constitute an Event of Default by Purchaser as defined in the Purchase Agreement, entitling Sponsor to exercise any and all remedies available to Sponsor upon a Purchaser default, including, without limitation, the right to retain the Deposit as liquidated damages, except to the extent otherwise expressly provided in the Purchase Agreement.

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

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. If Purchaser desires to assign its rights under this Agreement or to take title in a name that differs from that reflected in the Purchase Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 made payable to Marans Newman Tsolis & Nazinitsky LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's Closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the Closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate the Purchase Agreement or excuse Purchaser from any of its obligations under the Purchase Agreement or give rise to any claim for damages against Sponsor. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser; entitling Sponsor to the default remedies set forth in the section of the Offering Plan "Procedure to Purchase," and shall be voidable at the option of Sponsor.

Notwithstanding the provision 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 the Purchase Agreement to a "Purchaser Affiliate" or to member(s) of Purchaser's "Immediate Family Members", provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in herein. For purposes of this provision: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing is controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parent, grandparent, brothers or sisters, stepchildren and/or stepparent; 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.

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

EFFECTIVE DATE

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

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

The Offering Plan will not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Residential Units offered under the Offering Plan. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. It is still possible for Sponsor to convert the Property with fewer than the minimum number of Residential Units if Purchasers counted toward effectiveness do not ultimately purchase their Units; Sponsor will re-declare the Offering Plan effective if *all* Purchasers rescind or otherwise terminated their Purchase Agreements prior to the date of the First Closing, regardless of whether the Declaration has been recorded.

The Offering Plan will not be declared effective based on (i) Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) Purchase Agreements where the Purchaser was not afforded the seven (7) days period to rescind the Purchase Agreement or the three (3) business day period to review the Offering Plan and all filed amendments in accordance with the provisions set forth above in the section of the Offering Plan "Procedure to Purchase"; or (iii) Purchase Agreements with any Purchaser who is the Sponsor, the selling agent, the managing agent or is a principal of the Sponsor, the selling agent, the managing agent or is related to the Sponsor, the selling agent, the managing agent or to any principal of the Sponsor, the selling agent, or the managing agent by blood, marriage or adoption or as a business associate, an employee, a member, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Offering Plan must be declared effective when Purchase Agreements are executed and accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Offering Plan. Seventy-six (76) Residential Units meets or exceeds the eighty percent (80%) threshold.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

The Offering Plan may be abandoned by Sponsor, at its sole option, at any time before it

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

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

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

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

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

TERMS OF SALE

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

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

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

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

Permitted Exceptions

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

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

2. Standard exceptions contained in the title report;

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

4. The following form title exceptions:

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

AS TO THE UNIT: With respect to Condominium Unit ___ the title to which is to be insured herein, policy excepts any state of facts which an accurate survey would disclose. Policy insures, however, that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured hereunder exists.

5. Covenants, conditions, easements, leases, agreements of record, etc.

1. Each Unit will be split and released from any mortgages that encumber the Property.

2. Each Unit will be split and released from any assignments of leases and rents that encumber the Property.

3. Each Unit will be split and released from any UCC-1 Financing Statements that encumber the Property.

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

A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located.

At least one week (but not more than one month) prior to the Closing, Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Punchlist items to be completed in the Unit pursuant to the Offering Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Offering Plan, signed by both Sponsor and Purchaser. The Inspection Statement merely serves to identify and memorialize any conditions the Purchaser believes to be material. Sponsor shall have the right to limit the attendees permitted at inspections to the Purchaser(s) listed under this Agreement. Sponsor's refusal to sign the Inspection Statement due to a disagreement with the items on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law. Nevertheless, Sponsor has the absolute obligation to design and build in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, and otherwise fulfill its obligations under the Offering Plan or Purchase Agreement; Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligations under the Offering Plan or Purchase Agreement.

Sponsor shall be obligated to complete the items agreed to on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself. With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

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

- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- noises emanating within Units, from adjacent Units, and from Common Elements shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, glass (ASTM C1036 defines industry standards for acceptable linear blemishes for glass which in some instances permits scratches up to 6 inches long visible 132 inches away), frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and

countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- changes and variations in tone, texture, or color of natural products such as wood or stone, or changes and variations in tone, texture, or color caused by the absorption of liquids or humidity in a natural or porous material;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Purchasers are advised (a) that, to prevent wood flooring in a Unit from being subject to expansion, contraction, cupping, crowning, changes in width, thickness and length, checking, and/or splitting, it is the responsibility of each Unit Owner to maintain room temperature within a range of 60-80F, with relative humidity in a range of 30-50%, (b) that it is the responsibility of each Unit Owner to take precautionary steps to prevent wood flooring from being subject to slight discoloration or unevenness of color due to excessive sunlight or intense lighting.

Purchasers are advised that it is the responsibility of each Unit Owner to take precautionary steps to prevent natural stone or porous material from being subject to discoloration by following manufacturers' guidelines such as performing regular maintenance in sealing the material, refraining from using cleaning agents that may deteriorate the sealing agents or material, and quickly removing liquids or oily substances in contact with the material.

Purchasers are advised that repairing or replacing natural material, such as wood or stone, or artificial materials with unique properties such as colors, patterns, or textures, may not match the original installation even if sourced from the original source due to the unique properties in the

material.

Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties Sponsor has provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect.

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

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

In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased 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 Offering Plan; and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment requested or caused by Purchaser or Purchaser's lender. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase Agreement, not cured within any applicable grace period, the Deposit and any interest thereon may be retained by Sponsor as liquidated damages, subject to the rights afforded to Purchasers under applicable law and the provisions of the Offering Plan. Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees

and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

At Closing, each Purchaser will execute a Power of Attorney in the form provided in Part II of the Offering Plan (and deliver said instrument to the Sponsor or Purchaser's title company for recording), designating the Board of Managers and Sponsor as their Attorney in fact, coupled with an interest for, but not limited to, the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and for purposes consistent with the implementation of the Offering Plan. The execution of a Power of Attorney is required to effectuate the Closing. The failure of Purchaser to execute a Power of Attorney at Closing shall constitute a default under the Purchase Agreement.

Sponsor has obtained financing from USC 842 6TH LLC and USC 842 6TH II LLC, c/o Urban Standard Capital, 233 Broadway, Suite 1470, New York, New York 10279. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units.

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

of such title insurance.

Risk of Loss and Restoration after Casualty

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

UNIT CLOSING COSTS AND ADJUSTMENTS

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

Title Insurance

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

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

The Owner's Policy Basic Rate is $382.00 for the first $35,000.00 of fee insurance and $327 for the first $35,000.00 of the loan policy. Premiums then increase as follows:

Fee Amount	Owners Premium	Loan Premium
$35,001 – $50,000	$6.34/$1,000	$5.27/$1,000
$50,001 – $100,000	$5.16/$1,000	$4.31/$1,000
$100,001 – $500,000	$4.14/$1,000	$3.46/$1,000
$500,001 – $1,000,000	$3.78/$1,000	$3.14/$1,000
$1,000,001 – $5,000,000	$3.48/$1,000	$2.90/$1,000
$5,000,001 – $10,000,001	$3.09/$1,000	$2.57/$1,000
$10,000,001 – $15,000,000	$2.92/$1,000	$2.42/$1,000
$15,000,001 – up	$2.62/$1,000	$2.19/$1,000

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

Purchasers are free to use the title company of their choice at no additional cost. Langdon Title Agency, LLC, 132 West 36th Street, Suite 500, New York, NY 10018, has updated the title search and submitted the title report to the Attorney General of the State of New York with respect to this Offering Plan. There is no relation between the principals of Langdon Title Agency, LLC and the Sponsor or Attorney for the Sponsor.

Transfer Taxes and Recording Fees

Fees for recording the Unit Deed, the Power of Attorney, and any mortgage the Purchaser obtains to finance the purchase of their Unit are stated in this section. The current recording fees of $42.00 for each instrument including the first page, plus $5.00 per each additional page including cover sheets, a filing fee of $125.00 for the accompanying RP5217NYC form, and any

service fees charged by Purchaser's title insurance company in connection with such recordings and filings shall be payable by Purchaser.

Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax", the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more and a new supplemental tax where consideration is $2,000,000 or more (collectively, the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at Closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or

tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

Mortgage Related Costs

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

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act.

In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel

to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.

Common Charge and Real Estate Tax Adjustments

All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the Closing Date. At Closing, Purchasers shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

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

If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor, on behalf of the Board of Managers, will collect from each Purchaser at Closing, and will place in escrow in a separate account established for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at Closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a special

assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due are lower than the amount collected and held in escrow, then the Board of Managers shall pay the Unit Owners their proportionate share of any excess. At such time that the individual Units have been separately assessed, Unit Owners shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Unit Owners shall notify the Board of Managers that the individual Units have been separately assessed and any sum collected and held in escrow not paid toward real estate taxes shall be reimbursed to the Unit Owner or Sponsor who advanced same.

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

Closing Counsel Fees

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $3,700.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased 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 Offering Plan. The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $450.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $3,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or

adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

Professional Fees

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

Working Capital and Reserve Fund Contribution

Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' Common Charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. The first month's Common Charges and contribution to the Working Capital Fund and Reserve Fund shall be due at Closing regardless of any delay in the collection of Common Charges.

Example of Typical Closing Costs

The following is a numerical example of all closing costs based on the presumptions set forth below and assuming current rates and charges:

Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs for a Unit with a Purchase Price of $1,500,000.00 and assuming a mortgage of $1,200,000.00 will be approximately:

Title Insurance Fee:	$	6,021.00
Loan Premium:	$	1,247.00
Endorsements	$	200.00
Transfer Taxes - New York State:	$	6,110.00
Transfer Taxes - New York City:	$	21,765.00
Mansion Tax:	$	15,273.75
Mortgage Recording Tax:	$	23,070.00
Recording Fees:	$	625.00
Search Fees:	$	697.81
Subtotal	$	75,009.56
Working Capital Fund	$	976.47
Reserve Fund	$	976.47
First Month's Common Charges:	$	976.47
Sponsor's Attorney's Closing Fee:	$	3,700.00
Sponsor's Attorney's Purchaser Financing Fee:	$	450.00
ACRIS Preparation Fee:	$	250.00
Total Estimated Closing Costs:	$	82,338.97

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

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Indemnification

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

The Condominium shall assume the performance of all obligations under the labor, service, and maintenance agreements as described in the "Notes to Schedule B" section of the offering plan (including payment obligations) of the Sponsor, if any, accruing on or after the date of closing of title to the first Unit pursuant to the Offering Plan, in effect on such date which have been assigned to the Condominium pursuant to the Offering Plan, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising of or with respect to such agreements or with respect to the Property accruing on or after such date, provided Sponsor has timely paid all Common Charges and other sums due to the Condominium and was not the cause of any breach of the agreements assumed by the Condominium.

Sponsor's Obligations Survive

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

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

The obligations of Sponsor with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Sponsor Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that, during the Sponsor Control Period, the Sponsor designated Board of Managers will in their capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by at least 67% of the Unit Owners in number and Common Interest, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 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 § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Offering Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder, including, but not limited to, Sponsor's obligations to obtain a final Certificate of Occupancy; Sponsor currently has sufficient funds to fulfill its obligations. Sponsor has the financial resources to complete its obligations under the Offering Plan.

Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium, and, if Sponsor controls the Board of Managers, to provide certified financial statements for the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners, including Sponsor, on a pro-rated basis in the form of either a credit against future Common Charges or as a cash reimbursement to the extent that the Unit Owner, including Sponsor, has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of such computation. Sponsor will promptly disclose in an amendment to the Offering Plan any refund or credit to be issued to Unit Owners in the event the projected operating expenses exceed the actual operating expenses.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Operations or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of Common Charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an

"excess payment of Common Charges" shall mean the actual expenses of the Condominium were less than the projected expenses set forth in the Budget of the Condominium. No refund may be given unless all expenses of the Condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations.

Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Prior to the First Closing, the Building will be insured by the Sponsor; after the First Closing the Building will be insured by the Condominium. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium.

Risk of Loss and Restoration after Casualty

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

Dissolution of Sponsor

In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations. Purchasers shall not have a right of rescission in the event a Successor Sponsor undertakes to complete the offering pursuant to the terms of the Offering Plan.

Construction Financing

Sponsor has obtained financing from USC 842 6TH LLC and USC 842 6TH II LLC, c/o Urban Standard Capital, 233 Broadway, Suite 1470, New York, New York 10279. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units.

Completion of Construction

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

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

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

dwellings.

Certificate of Occupancy

Prior to the closing of title to the first Residential Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the Unit. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering 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 FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. For more information, visit the DOB website at

https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page

In the event any closing of title occurs before the issuance of a final Certificate of Occupancy covering the Unit, Sponsor shall maintain all Deposits and funds received from the Purchasers of Units in a special escrow account as required by Section 352-e(2-b) of the General Business Law, unless an architect, engineer, or qualified expert certifies that a lesser amount will be necessary to complete the work needed to obtain a final Certificate of Occupancy, in which case the sum exceeding the amount so certified by such architect, engineer, or qualified expert may be released to Sponsor from the special escrow account. Alternatively, Sponsor may deposit with an Escrow Agent any one or a combination of the following: cash or an unconditional, irrevocable letter of credit or Sponsor may post a surety bond and/or maintain unfunded, a portion of the construction loan available to Sponsor for construction purposes aggregating amount certified by an architect, engineer, or qualified expert. In certain circumstances, funds held by Sponsor's construction lender may be acceptable as an alternative form of collateral, so long as the

construction lender is obligated to advance or escrow funds needed to procure a FCO, notwithstanding that Sponsor may have defaulted on the terms of its loan agreement(s). The acceptability and use of this form of collateral will be determined by the Department of Law upon application by Sponsor. The Department of Law must be furnished with appropriate documentation establishing a lender's agreement and obligation to advance or escrow such funds to satisfy 13 NYCRR § 20.3(t)(13). In such case, Sponsor shall have the right to draw down remaining portions of said letter of credit, cash, construction loan available to Sponsor for construction purposes, provided the unfunded portion of such construction loan and/or, remaining cash and/or letter of credit in the aggregate is, at all times no less than the amount that Sponsor's architect, engineer or construction manager certified is adequate to complete the work necessary to obtain a final Certificate of Occupancy. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Offering Plan disclosing same.

The amount retained in escrow pending the delivery of a final Certificate of Occupancy and the architect's certification certifying such amounts will be included in the initial post-closing amendment and all subsequent amendments to the Offering Plan until the FCO is obtained. The use of any alternative security will be previously disclosed in an amendment to the Offering Plan.

Warranties of Construction

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime.

As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013].

Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws and the Plans and Specifications shall be resolved in favor of the latter.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable

law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

In the event of a patent or latent defect, which is defined as not being designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, Sponsor must be notified of the defect in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if a patent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), within twelve (12) months following the closing of the sale of the Unit to the Unit Owner if a latent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within twelve (12) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a FCO covering the entire Building, or (b) the first Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications.

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

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agent's access to Units and the Common Elements at the request of, and after reasonable notice from,

Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Offering Plan.

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

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Offering Plan.

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

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

UNLESS CAUSED BY A CODE VIOLATION, SPONSOR DISCLAIMS ANY WARRANTY WITH RESPECT TO MOLD, MILDEW, SPORES, FUNGI OR OTHER TOXINS WITHIN THE BUILDING, INCLUDING WITHOUT LIMITATION, THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS OR ANY UNIT OF THE CONDOMINIUM. THERE IS NO WARRANTY AS TO VIEW OR LIGHT QUALITY. THE SPONSOR'S OBLIGATION IS TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS, AND ANY CONFLICT BETWEEN THE DISCLOSURES AND THE SPONSOR'S OBLIGATION TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE LATTER. SPONSOR HAS NOT GIVEN AND THE BOARD OF MANAGERS HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. IN NO EVENT WILL SPONSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, OR OTHERWISE).

NOTHING CONTAINED HEREIN SHALL OBLIGATE SPONSOR TO PAY OR BE LIABLE FOR ANY HOUSING, HOTEL, RELOCATION, OR STORAGE COSTS OR EXPENSES DURING ANY PERIOD OF TIME REQUIRED FOR SPONSOR OR THE GENERAL CONTRACTOR TO FULFILL ANY OBLIGATION UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) UPON SATISFACTORY COMPLETION OF ANY REPAIR OR REPLACEMENT OF ANY DEFECTIVE ITEM OF CONSTRUCTION THAT SPONSOR OR THE GENERAL CONTRACTOR MAY PROVIDE UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR, SPONSOR SHALL BE ENTITLED TO OBTAIN A WRITTEN EXECUTED GENERAL RELEASE THAT ACKNOWLEDGES THE COMPLETION OF THE REPAIR AND/OR REPLACEMENT WORK PERFORMED BY THE SPONSOR OR THE GENERAL CONTRACTOR AND THAT RELEASES SPONSOR FROM ANY FURTHER OBLIGATION IN CONNECTION THEREWITH, AND (B) SPONSOR SHALL NOT BE OBLIGED TO COMMENCE SAID WORK, UNLESS, PRIOR TO SPONSOR OR THE GENERAL CONTRACTOR PERFORMING SAID REPAIR AND/OR REPLACEMENT WORK, EITHER THE PURCHASER AND/OR BOARD OF MANAGERS THAT HAS REQUESTED SPONSOR TO PERFORM THE REPAIR OR REPLACEMENT WORK, SHALL FIRST PROVIDE SPONSOR WITH A WRITTEN ACKNOWLEDGEMENT OF THE PURCHASER'S OR BOARD OF MANAGERS' OBLIGATION TO PROVIDE SAID GENERAL RELEASE TO SPONSOR UPON SATISFACTORY COMPLETION OF THE WORK. PURCHASERS SHOULD NOTE THAT WARRANTIES TO BE PROVIDED TO UNIT OWNERS OR THE BOARD OF MANAGERS MAY HAVE EXPIRED AS OF THE FIRST CLOSING OR THE UNIT CLOSING DATE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) IN THE EVENT THAT SPONSOR, AS A GESTURE OF GOODWILL, OFFERS TO PERFORM CORRECTIVE WORK THAT SPONSOR IS NOT OTHERWISE OBLIGED TO PERFORM UNDER THE OFFERING PLAN ("GOODWILL WORK"), SAID OFFER OR PERFORMANCE OF SUCH GOODWILL WORK SHALL NOT BE DEEMED TO BE OR CONSTITUTE A WAIVER OF SPONSOR'S RIGHTS AS SET FORTH HEREIN ABOVE, AND (B) PRIOR TO PERFORMING SAID GOODWILL WORK, SPONSOR SHALL BE ENTITLED TO A WRITTEN ACKNOWLEDGEMENT FROM THE PURCHASER OR BOARD OF MANAGERS, FOR WHOM THE GOODWILL WORK IS TO BE PERFORMED, (i) SPECIFYING THE SCOPE OF THE GOODWILL WORK, (ii) ACKNOWLEDGING THAT THE OFFERING PLAN DOES NOT OBLIGE SPONSOR TO PERFORM SAID WORK, AND (iii) THAT THE PURCHASER OR BOARD OF MANAGERS DISCLAIMS ANY RIGHT OR ENTITLEMENT TO THE PERFORMANCE OF SAID WORK.

Inspection Statements

At least one week (but not more than one month) prior to the Closing, Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Punchlist items to be completed in the Unit pursuant to the Offering Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Offering Plan, signed by both Sponsor and Purchaser. Sponsor shall have the right to limit the attendees permitted at inspections to the Purchaser(s) listed under this Agreement. The Inspection Statement merely serves to identify and memorialize any conditions the Purchaser believes to be material. Sponsor's refusal to sign the Inspection Statement due to a disagreement with the items on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law. Nevertheless, Sponsor has the absolute obligation to design and build in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, and otherwise fulfill its

obligations under the Offering Plan or Purchase Agreement; Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligations under the Offering Plan or Purchase Agreement.

Sponsor shall be obligated to complete the items agreed to on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself. With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

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

- any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;

- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- noises emanating within Units, from adjacent Units, and from Common Elements shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, glass (ASTM C1036 defines industry standards for acceptable linear blemishes for glass which in some instances permits scratches up to 6 inches long visible 132 inches away), frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- changes and variations in tone, texture, or color of natural products such as wood or stone, or changes and variations in tone, texture, or color caused by the absorption of liquids or humidity in a natural or porous material;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;

- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Purchasers are advised (a) that, to prevent wood flooring in a Unit from being subject to expansion, contraction, cupping, crowning, changes in width, thickness and length, checking, and/or splitting, it is the responsibility of each Unit Owner to maintain room temperature within a range of 60-80F, with relative humidity in a range of 30-50%, (b) that it is the responsibility of each Unit Owner to take precautionary steps to prevent wood flooring from being subject to slight discoloration or unevenness of color due to excessive sunlight or intense lighting.

Purchasers are advised that it is the responsibility of each Unit Owner to take precautionary steps to prevent natural stone or porous material from being subject to discoloration by following manufacturers' guidelines such as performing regular maintenance in sealing the material, refraining from using cleaning agents that may deteriorate the sealing agents or material, and quickly removing liquids or oily substances in contact with the material.

Purchasers are advised that repairing or replacing natural material, such as wood or stone, or artificial materials with unique properties such as colors, patterns, or textures, may not match the original installation even if sourced from the original source due to the unique properties in the material.

Completion Free of Liens

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

Sponsor Documents to be delivered to the Board of Managers:

Sponsor shall provide to the Board of Managers as of the later of First Closing or the date of availability final as-built drawings.

At Closing, Sponsor will deliver and assign to Purchaser any manufacturers' warranties (to the extent available and assignable) with respect to any equipment and appliances installed by Sponsor in the Unit and the receipt by Purchaser of any subcontractors' warranty certificates for heating and plumbing relating solely to the Unit, if any, to the extent made by such subcontractors and to the extent such warranties are available. Sponsor will also assign to the Board of Managers any warranties available and assignable with respect to all equipment and appliances and heating, plumbing and roofing installed in the Common Elements. Sponsor is not obligated to compel, or to take action to compel, any party to perform under any guarantee or warranty given by it in

connection with work performed at the Property.

Plan, Exhibits, Documents

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

Sponsor's Rights of Access; Alterations

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

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

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

The quality of construction shall be comparable to construction standards customary in the particular trade and in accordance with the Plans and Specifications. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Unit Owners. In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to nail pops, ridging on sheet rock walls, lumber shrinkage, any consequential damage resulting from settlement or normal plumbing and heating noises. Subsequent to the conveyance of title to a Unit, other than those items listed in the Inspection Statement which Sponsor will be obligated to repair in a reasonable amount of time after closing, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or Formica chips and scratches in tubs, vanities or countertops. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan and under applicable law. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Condominium and Sales Costs and Expenses

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

Interim Leasing, Renting and Use of Unsold Units by Sponsor

Sponsor reserves the right, prior to the closing of title to any Unit, to lease such Unit to a Purchaser who has executed a Purchase Agreement and paid the requisite Deposit, pursuant to an Interim Lease between Sponsor and Purchaser. Any such Interim Lease will provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the Interim Lease will constitute a default under the license entitling Sponsor, at its sole option, to immediately terminate the license. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any Interim Lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein. See the section "Interim Leases" set forth in Part I of the Offering Plan.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Sponsor or Successor Sponsor may use or occupy for itself or its agents, or (after the First Closing) to rent or license to a tenant who is not a Purchaser for such fee and upon such terms as are agreed to between the parties, any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. Sponsor will notify Purchasers of Units that have been previously occupied or that are then occupied, of such occupancy, prior to the execution of a Purchase Agreement. Such Unit will be delivered at the Closing, free and clear of any occupants and licenses, unless the tenant or occupant is the Purchaser or unless the Purchase Agreement indicates that the Unit shall be sold subject to a license, a copy of which shall be annexed to the Purchase Agreement. There shall be no obligation of Sponsor or Successor Sponsor to decorate, refurbish or in any way repair such Unit.

Easement

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not unreasonably obstruct any Unit (other than an Unsold Unit) and complies with applicable law.

Liability of Sponsor

Sponsor shall be excused from performing any obligation or undertaking provided for in the Offering Plan or Purchase Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.**

Purchasers should be aware that Sponsor is not responsible under any circumstances for:

- Loss or damage caused by defective workmanship performed by any person other than (i) Sponsor (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.
- Loss or damage caused by defective materials supplied by any person other than (i) Sponsor, (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.
- Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by Sponsor.

- Any damage to the extent that it is caused or made worse by:
    - Negligence, improper maintenance, or improper operation by anyone other than Sponsor, its employees, agents or subcontractors; or
    - Failure by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures, plumbing, heating, cooling and ventilation systems of the Unit, if any, or items of equipment; or
    - Failure of Purchaser to give notice to Sponsor of any defects or damage within a reasonable time; or
    - Changes in the grading of the ground by anyone other than Sponsor, its employees, agents or subcontractors; or
    - Changes, alterations, or additions made to the Unit; or
    - Dampness or condensation due to failure of Purchaser to maintain adequate ventilation.
- Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosions, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, excessive rain or snow, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable change in the underground water table.
- Loss or damage caused by the failure or inadequacy of public utilities, including the city's storm and sewer system.
- Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.
- Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.
- Any damages which Purchaser had not taken timely and reasonable action to minimize.
- Insect damage.
- Damage to personal property.
- Loss or damage which arises while a Residential Unit is being used primarily for nonresidential purposes.
- Loss or damage due to abnormal loading floors by Purchaser which exceeds design loads as mandated by the Building Code.
- Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.
- Consequential or incidental damages (except where required by law).
- Defects in construction, installation or operation of mechanical equipment, appliances and/or other items covered by warranties assigned to Purchaser.
- Damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors with Sponsor's original construction and installations.

CONTROL BY THE SPONSOR

Sponsor reserves the right to designate all Residential members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new members of the Board of Managers not designated by Sponsor within thirty (30) days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Fifteen (15) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Offering Plan or expenses required:

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

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

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

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

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of five (5) persons. However, the Board of Managers will initially consist of three (3) persons designated by Sponsor. The initial members of the Board of Managers will be Hung Pin Hung and Bhavesh Patel, who are principals of the Sponsor, and Enning Xu, an employee of Hung Pin Hung.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the First Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of four (4) persons elected by the Residential Unit Owners and one (1) person designated by the Non-Residential Unit Owner. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. Each Unit Owner, including Sponsor or Successor Sponsor, shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners.

The Unit Owners' annual meetings shall be held in October (or as near thereto as practicable) of each year. Notice of each annual meeting or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes 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 shall be given by mail or electronic mail, at least ten (10) but no more than forty (40) 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 addresses at the Property, an electronic mail address or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. Minutes of all meetings of Unit Owners and all meetings of the Board of Managers shall be kept by the Board of Managers, together with records of all actions taken by the Board of Managers and the financial records of the Condominium. The Board of Managers shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

The President may call a special meeting of the Board of Managers at their discretion unless directed by a majority of the Board of Managers to call a special meeting. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers or upon a petition signed by Unit Owners representing fifty-one percent (51%) of the Unit Owners in number or Common Interest having been presented to the Secretary of the Board of Managers.

With the exception of those members elected or designated by the Sponsor or Non-Residential Unit Owners, only a Unit Owner not in arrears, with regards to Common Charges, the spouse, principal, officer, trustee, or beneficiary of such Unit Owner are eligible for election to the Board of Managers. If the Board of Managers perfects a lien against a Unit where the Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner is a member of the Board

of Managers, the member shall be deemed to have resigned and shall be replaced as set forth in the By-Laws.

In the event the Non-Residential Unit is subdivided, the Unit Owner of the Non-Residential Unit has the right to amend the Declaration and By-Laws to effectuate the subdivision. In the sole discretion of the Unit Owner of the Non-Residential Unit, Article 2.4.3. of the By-Laws may be amended to determine how the member of the Board of Managers designated by the Unit Owner of the Non-Residential Unit shall be designated or elected. The number of members of the Board of Managers may not be changed without the consent of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests, the Non-Residential Unit Owner(s), and the Declarant for so long as Declarant owns at least one (1) Unit.

At any regular or special meeting of Unit Owners at which a quorum is established, (i) any member appointed or elected by Residential Unit Owners or Declarant may be removed for "Cause" (as hereinafter defined) by a Non-Residential Unit Owner, (ii) any member appointed or elected by Declarant may be removed for "Cause" by the Residential Unit Owners and Non-Residential Unit Owners, and (iii) any member appointed by a Non-Residential Unit Owner may be removed for Cause by the Residential Unit Owners or Declarant. Any member whose removal for Cause has been proposed shall be given an opportunity to be heard at the meeting. As used herein, "Cause" shall mean (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers. In the event of such removal, only a Non-Residential Unit Owner shall have the right to appoint a Non-Residential Board Member so removed, only the Residential Unit Owners may replace an elected Residential Board Member so removed, and only Declarant may replace a Declarant appointed Residential Board Member so removed.

A Non-Residential Unit Owner and Declarant shall have the right to remove their appointed member at any time with or without Cause. At any regular or special meeting of Unit Owners at which a quorum is established, any elected Residential Board Member may be removed and replaced by a vote of the Residential Unit Owners with or without Cause, pursuant to the terms of the By-Laws, at any regular or special meeting.

No members of the Board of Managers will receive any compensation from the Condominium for acting as such.

The Board of Managers will be responsible for management and maintenance of the Condominium. It will have the powers and duties necessary for the administration of the affairs of the Condominium and may perform any act necessary to accomplish this, as long as it is consistent with the Declaration, By-Laws, and applicable law. Such acts include (a) determination, collection, and enforcement of the obligations of Unit Owners to pay Common Charges; (b) employment and dismissal of personnel; (c) providing for insurance with respect to Common Elements; (d) adoption of rules relating to use and operation of the Property; (e) hiring of a managing agent and contractors and service companies in connection with the performance of the Board of Managers' responsibilities; (f) establishing an operating budget for the Condominium; (g) maintaining and making all required repairs and replacements to the portions of the Property which is the responsibility of the Board of Managers to maintain and replace; and, (h) on behalf of the Unit Owners, incurring debt on such terms and conditions as the Board of Managers will agree to

provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes (the repayment of any and all such debt may be secured and paid as provided in §339-jj of the New York Real Property Law).

Members of the Board of Managers will have no liability to the Unit Owners or third parties for errors of judgment, negligence, or otherwise, except for errors constituting willful misconduct or bad faith. The Unit Owners will severally indemnify the members of the Board of Managers against any liability or claims except those arising out of their bad faith or willful misconduct, but the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. In order to limit the liability of the Unit Owners and the members of the Board of Managers, any contract or other commitment made by the Board of Managers will state that it is made by the Board of Managers only as agent for the Unit Owners, that the members of the Board of Managers will have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Common Interest such Unit Owner bears to the aggregate Common Interest of all Unit Owners. Each member of the Board of Managers shall exercise powers and perform duties in good faith and in the best interests of the Condominium and shall comply with Section 727 of the New York Business Corporation Law, as may be amended from time to time.

Any provisions that give Sponsor control of the enforcement of the sponsor's obligations are not lawful. If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 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 § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

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

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

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

Amendments to Declaration and By-Laws; Termination of Condominium

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

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

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

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

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

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

Tenants of any lease of a Unit will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law or the New York City Rent Stabilization Code, as such laws are presently in effect.

Other than a sale or lease by Sponsor, a successor of Sponsor, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. See Article 12 of the By-Laws.

Any contract to sell a Unit, together with the appurtenant Common Interest, and any lease of any Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit together with its appurtenant Common Interest, or to lease the Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request; such requests must be made within fifteen (15) days of receiving notice from the Offeree Unit Owner.

The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified mail, electronic mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in paragraph above, or (ii) all other information requested by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option to purchase or lease any Residential Unit without the prior approval of at least 51% of Residential Unit Owners by number and Common Interest. The Board of Managers may use the Unit for any use permitted under the

Declaration or these By-Laws.

In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in paragraph above, the Offeree Unit Owner shall be free to consummate the transaction upon the same terms and conditions embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction upon the same terms and conditions embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions above, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

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

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

All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by §339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions §339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Sponsor, or a Successor Sponsor, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

Any purported sale or lease of a Residential Unit in violation of right of first refusal shall be voidable at the election of the Board of Managers and if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Residential Unit Owner as the purported seller or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this section release the Residential Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration and By-Laws whether or not such sale or lease is voided by the Board of Managers.

Prohibition Against Advertising.

Until the earlier of i) the conveyance of the last Unsold Unit or ii) one (1) year after the closing of title, Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. A default within one (1) year after closing of title would subject Purchaser to legal liability for damages. These provisions shall survive the closing of title.

Mortgaging of Units by Unit Owners

A Unit Owner may mortgage their Unit with any lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note and (ii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies

all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. The Unit Owner will be responsible for interest and amortization payments on the mortgage encumbering such Unit Owner's Unit. A Unit will not be subject to the lien of any mortgage placed by other Unit Owners on their Units.

Common Charges and Assessments

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

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

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

Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer, or other conveyance by themselves of such Unit made in accordance with §339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws. Any conveyance by a Unit Owner, including Sponsor, of a Unit and its appurtenant Common Interest to the Board of Managers on behalf of all other Unit Owners shall be deemed accepted by the Board of Managers upon submission of a duly executed deed to the Secretary of the Board of Managers; the Board of Managers shall be responsible for any Common Charges, legal fees, property taxes, or transfer taxes associated with the conveyance of a Unit and its appurtenant Common Interest to the Board of Managers on behalf of all other Unit Owners.

A Purchaser of a Unit shall be required by the Board of Managers to pay unpaid Common

Charges assessed against the Unit prior to their acquisition, except that a mortgagee acquiring title to the mortgaged Unit or a Purchaser at a foreclosure sale shall not be liable for such charges and the Unit shall not be subject to a lien for the payment of the Common Charges assessed prior to the acquisition of title thereto by a mortgagee or Purchaser at a foreclosure sale. However, such mortgagee or Purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title. After the Board of Managers files a lien for unpaid Common Charges and in the event the lien is foreclosed by the Board of Managers, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the unpaid balance shall be charged to all Unit Owners as a Common Expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all the expenses of the sale, the surplus shall be paid to the Unit Owner.

Pursuant to §339-z of the Condominium Act, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Under §339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in New York County, and until all sums secured thereby, with the interest accrued thereon at twelve percent (12%) per annum shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien. Sponsor will cause the Board of Managers to file a lien, as provided in §339-aa of the Condominium Act, on Units in which a Unit Owner is more than ninety (90) days in arrears of Common Charges while it is in control of the Board of Managers. Sponsor will cause the Board of Managers to file a lien, as provided in section 399-aa of the Condominium Act, on Units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers.

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

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide a timely written notice to the tenants, the non-occupying owner, and the Permitted Mortgagee, providing that, commencing immediately and until such time as all payments for Common Charges , assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Condominium. At such time as payments for Common Charges , assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental

tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Condominium's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days of the date that such Board of Managers receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Condominium Association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

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

Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium, and, if Sponsor controls the Board of Managers, to provide certified financial statements for the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Additions, Alterations, Improvements, and Repairs

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

No Unit Owner may make any addition, alteration or improvement to the Common Elements.

No Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, conditioned, or delayed provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee (if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as otherwise provided with respect to alterations by the Sponsor or Successor Sponsor, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

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

The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. Except for temporary structures, the Board of Managers' prior written approval, which shall be given in the Board of Managers' sole discretion, shall be required to enclose, erect a greenhouse, or paint, decorate, or make any other Alteration to a terrace or balcony appurtenant to a Unit. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit.

All maintenance, repairs and replacement of the Common Elements of the Property, including, but not limited to, exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which

is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event the cost and expense shall be assessed to and paid for by such Unit Owner, together with an administrative expense equal to 20% of all costs in connection therewith. All repairs, replacements, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to portions of the Building exposed to public view or other Unit Owners shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor.

In the event that a Unit Owner fails to make any maintenance replacements or repair, which maintenance, replacements or repair is necessary to protect any of the Common Elements, any other Unit, or, in the event of service of a violation notice covering the Unit upon the Board of Managers from a governmental authority having or asserting jurisdiction, the Board of Managers shall have the right to make such maintenance, replacements or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, replacements, and/or maintenance, together with an administrative expense equal to 20% of all costs in connection therewith. In the event that the Board of Managers charges a Unit Owner for repairs, replacements or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit to compel payment. In the event the Board of Managers brings a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Windows to a Unit, including window glass and window frames, and entrance doors to a Unit or Limited Common Element shall be repaired and replaced by the Unit Owner at the Unit Owner's cost and expense unless otherwise decided by the Board of Managers or by vote of Unit Owners to clean, repair, or replace the windows and/or doors of multiple Units, in which case such cost and expense shall be a Common Expense.

The Board of Managers, and/or any agent of the Board of Managers, shall have, and each Unit shall be subject to, an easement and a right of access to alter, inspect, install, maintain, operate, rebuild, repair, prevent or minimize damage to, and cause to be in compliance with any applicable laws or insurance requirements, the Common Elements or Limited Common Elements whether located in, over, through, under, or upon any Unit or elsewhere on the Property; to remedy any condition which would result in damage to any other Unit or which would violate the provisions of any mortgage covering another Unit; to cure defaults or remove violations by Unit Owners; to comply with any laws, orders, rules, or regulations of any governmental body having jurisdiction thereof; and to maintain any encroachment on any Unit, resulting from the Alteration, repair, or rebuilding of the Common Elements. Access to any Common Elements, Limited Common Elements, or Unit in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their 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 they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

Window Guards

There are no window guards on the windows. It is the responsibility of each Residential Unit Owner to notify the Board of Managers in writing when a child or children under the age of 11 lives or resides in any Residential Unit. It is the responsibility of each Residential Unit Owner to install, at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit that are otherwise non-compliant. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove, disable, remove, or tamper with window guards or window stops unless permitted by applicable law and with written notice to the Board of Managers.

Insurance

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

The amount of fire insurance to be maintained on the Building upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will not be less than one hundred percent (100%) of replacement value of the Building. The Board of Managers shall review the amount of fire insurance annually. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy.

The Board of Managers will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the

balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire, casualty or condemnation see Article 10 of the By-Laws which provides, among other things, for Unit Owners' approval to reconstruct in the event seventy-five percent (75%) or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on their Unit.

The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board of Managers in the event of a casualty loss amounting to $100,000 or less, and to the "Insurance Trustee" if the loss shall amount to more than $100,000 to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth. The Insurance Trustee shall be designated by the Board of Managers and shall be a bank or trust company located in the State of New York. Until such time that the mortgage lien held by the Sponsor's remains outstanding, Sponsor's Mortgagee shall act as Insurance Trustee.

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

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

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

In addition to the insurance set forth herein, Unit Owners must obtain, at the time of Closing, supplemental or additional insurance for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers 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 either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

The Board of Managers is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum coverage as established by the Board of Managers from time to time and (b) owner's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage). The insurance required above shall be written in form reasonably satisfactory to the Board of Managers by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) day's written notice from the Board of Managers or the Managing Agent, the Unit Owner shall deliver to the Board of Managers a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board of Managers. The Board of Managers 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 either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. Sponsor will maintain commercially reasonable insurance coverage for each of the Units owned by Sponsor after closing.

Restrictions on Occupancy and Use

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

The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that

violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner responsible for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a homeless shelter, soup kitchen, or similar use
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like

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

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

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

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

No Unit Owner shall make or permit any disturbing noises in their Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other 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 computer for purposes of listening to music, phonograph, tape, radio or television set or similar loud device in such Owner's Unit between the hours of 12:00 Midnight and the following 7:00 A.M. if the same shall reasonably 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 9:00 A.M.

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

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

No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion unless such animal is a service, therapy, or emotional support animals. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. The Board of Managers will recognize the status of service, therapy, or emotional support animals where a Unit Owner submits a written request for such acknowledgment and advises the Board of Managers as follows:

a) That the Unit Owner/resident suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, New York City Administrative Code, New York State Human Rights Law, New York City Human Rights Law, and all applicable laws;

b) That the Unit Owner/resident requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Unit Owner in the Common Elements and/or within a Unit of the Building;

c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board of Managers) to the physical or emotional need of the applicant or Unit Owner/resident for a service, therapy, or emotional support animal in the circumstances relative to the Unit Owner's/resident's particular disability condition.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

Only the Unit Owner, permanent resident of the Unit, or any of their family members, agents, servants, employees, licensees, or guests may stay overnight in a Unit at no financial benefit to the Unit Owner or permanent resident. In addition, unless express written permission is given by the Board of Managers, (a) no Unit Owner, nor any tenant of a Unit Owner, shall lease or sublet Unit premises, or any part thereof, by offering the premises for short stays to members of the general public, through print or online advertising, private solicitation, or participation in

any rental service promoted to the general public as a substitute for hotel lodging, and (b) neither the Unit Owner nor any permanent resident of the Unit shall advertise the Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Unit Owner or the permanent resident, or any of their family members, agents, servants, employees, licensees, or guests.

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

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner.

No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Regardless of anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make an Alteration to a Limited Common Element appurtenant to their Unit must first obtain express written permission from the Board of Managers.

Limited Common Elements, rooms designated as a home office, and any cellar spaces are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Any cellar space has less light and air than ordinary living space and is more susceptible to dampness. The following Units contain a room designated as a home office: 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18A, 19A, 20A, 21A, 22A. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

For so long as Sponsor owns at least one Unit, the Sponsor and its nominees and agents shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Building or elsewhere throughout the Property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective

Purchasers, to utilize the Common Elements and without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein. The foregoing right is limited to Common Elements and Unsold Units and Sponsor shall not unreasonably interfere with Unit Owners' use and enjoyment of their Units and Limited Common Elements.

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

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

Compliance with By-Laws and Rules and Regulations

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

Each Unit Owner must comply strictly with the Declaration, By-Laws, and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for the imposition of fines, which fines shall constitute additional Common Charges and for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation, the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance. Any Unit Owner who fails to comply with the Declaration, By-Laws, and the rules, regulations, resolutions an decisions adopted pursuant thereto shall be liable for all costs and expenses incurred by the Board of Managers in enforcing the Declaration, By-Laws, and/or the rules, regulations, resolutions an decisions adopted pursuant thereto, including reasonable attorneys' fees, which costs and expenses shall constitute additional Common Charges.

The Board of Managers or its individual members may be removed with or without cause by a 51% vote of the Unit Owners.

The powers of the Board of Managers are set forth in Article 2 of the By-Laws. Among those powers and duties necessary for administration of the affairs, which generally include all powers and duties relating to the Property and business affairs of the Condominium other than that

specifically directed or required to be done by the Unit Owners personally, including, without limitation, the following:

(i) To determine the amount of, collect and disburse the Common Charges, including the right to accumulate a reserve for capital replacements.

(ii) To make reasonable Rules and Regulations in addition to those set forth in the By-Laws and to enforce them.

(iii) To employ others, including a management agent, and to delegate powers.

(iv) To maintain, make repairs to and replacements of the Common Elements and Limited Common Elements including exterior walls, roofs, pipes, wire conduit and public utility lines, any of which is located in one Unit and services another Unit, and painting of exterior surfaces of doors and windows which open from a Unit. However, a Unit Owner shall be responsible for the maintenance of their Unit including electric repairs, plumbing stoppage, window cleaning, painting and decorating in the Unit, all glass breakage, pipes, wires and conduits in and servicing the same Unit and repairs and replacements to the Unit.

(v) To choose officers of the Condominium which officers shall include a President who shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and Board of Managers and be an ex-officio member of all committees; a Secretary who shall record all votes and take and keep minutes of all meetings of the Unit Owner and Board of Managers; and a Treasurer who shall be responsible for overseeing the finances of the Condominium funds and for keeping the financial budget and record of the Condominium or overseeing them if kept by the Managing Agent.

(vi) To maintain Condominium bank accounts.

(vii) To bring and defend actions on behalf of the Condominium including foreclosure of liens for unpaid Common Charges.

(viii) To acquire title to any abandoned Unit or Units under foreclosure.

(ix) To make repairs, restore or alter any Unit or the Common Elements after damage by fire or other casualty or condemnation.

(x) To enter a Unit when necessary for the maintenance, care and preservation of the Property.

(xi) To furnish annually, at the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting. A Unit Owners, their representatives and mortgagee may examine the Condominium books and records upon reasonable notice and during normal

business hours.

(xii) To act as an agent of those Unit Owners, if any, who give their written authorization to apply to the New York City real estate tax assessment agency by filing a single protest or complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for whom it is acting as agent and charge those Unit Owners a pro-rata share of expenses, disbursements and legal fees.

New York City Local Law 97 of 2019

New York City Local Law 97 of 2019 requires most buildings over 25,000 square feet to meet new greenhouse gas emissions limits beginning in 2024, with stricter limits coming into effect in 2030 with the goal to reduce the emissions produced by the New York City's largest buildings 40 percent by 2030 and to net zero by 2050. Local Law 97 applies to the Building. Sponsor anticipates the Building complies with Local Law 97 requirements, including stricter limits in effect in 2030 and 2050. Buildings that fail to meet compliance standards may be subject to steep fines and penalties, which may increase Common Charges; Purchasers should discuss this with their attorneys prior to executing the Purchase Agreement. The Board of Managers, or the Managing Agent, will be required to make annual filings reporting energy consumption on the Property; excessive consumption by Unit Owners may result in steep fines and penalties.

Right of Action

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

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of Article 7 of the By-Laws, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes. The decision in any arbitration conducted pursuant to the terms of Article 7 shall be binding upon all of the parties thereto and may be entered in any court of competent jurisdiction.

Enforcement of Sponsor's Obligations

The obligations of Sponsor with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners. The Board of Managers has a fiduciary duty to act in the best interest of the

Condominium, even during the Sponsor Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that, during the Sponsor Control Period, the Sponsor designated Board of Managers will in their capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by at least 67% of the Unit Owners in number and Common Interest, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 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 § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Voting

Each Unit Owner, or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to the Unit Owner's Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be 1,000,000 and each Unit Owner shall be entitled to cast one vote at all meetings of the Units Owners for each .0001% of Common Interest attributable to their Unit(s).

Notices to Permitted Mortgagees

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

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

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

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

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

Conflicts of Interest.

Duties of the Board of Managers

The members of the Board of Managers owe a duty of loyalty to the Condominium which requires that in serving the Condominium they act, not in their personal interests or in the interests of others, but rather solely in the interests of the Condominium. Members of the Board of Managers must

have an undivided allegiance to the Condominium and may not use their position as members of the Board of Managers, information they have about the Condominium, or the Condominium's property, in a manner that allows them to secure a pecuniary or other material benefit for themselves or their relatives. Accordingly, no member of the Board of Managers may use their position at the Condominium for personal gain or to benefit another at the expense of the Condominium, its mission, or its reputation.

Every member of the Board of Managers must discharge their duties in good faith, with the degree of care that an ordinarily prudent person in a like position would exercise under similar circumstances. No member of the Board of Managers may take personal advantage of a business opportunity that is offered to the Condominium unless the Board of Managers first determines not to pursue such opportunity.

Each member of the Board of Managers must protect the confidential information of the Condominium and must not use confidential information of the Condominium for their personal benefit, or use such confidential information or their position as a member of the Board of Managers to the detriment of the Condominium. Confidential information is information obtained through the member of the Board of Managers position that has not become public information.

Direct or Indirect Financial or Other Material Interest

Contracts, transactions, or arrangements of the Condominium in which a member of the Board of Managers has a direct or indirect financial or other material interest shall not be prohibited, but they shall be subject to scrutiny. Any such proposed contracts, transactions, or arrangements is to be reviewed to determine that it is in the best interests of the Condominium.

For the purposes of this policy, a member of the Board of Managers has a direct or indirect financial or other material interest in a proposed or existing contract, transaction or arrangement if they, or one of their relatives: (a) has interest directly in the proposed or existing contract, transaction or arrangement; or (b) holds a position as trustee, board member, officer, member, partner, or employee in any such party.

A member of the Board of Managers' direct or indirect financial or other material interest will be considered substantial if it involves: (a) an ownership or investment interest representing more than 1% of the outstanding shares of a publicly traded company or 5% of the outstanding shares or comparable interest of a privately owned company with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the contract, transaction, or arrangement; or (b) an ownership or investment interest, which produces a income for or constitutes a part of the net worth of the member of the Board of Managers, or a relative of the member of the Board of Managers, in any entity with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the contract, transaction, or arrangement; or (c) a compensation arrangement of any kind with any entity or individual with which the Condominium has or is negotiating a contract, transaction, or arrangement, or with any involved Condominium with respect to the contract, transaction, or arrangement.

Disclosure of Interest and Participation in Meeting

Each member of the Board of Managers Condominium shall promptly disclose in writing to the President with a copy to each member of the Board of Managers any direct or indirect financial or other material interest which they have or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the Condominium prior to the start of any negotiations with respect to such matter. Such disclosure shall include all material facts and supply any reasons why the contract, transaction, or arrangement might be or not be in the best interest of the Condominium. The President shall refer the issue to the full Board of Managers.

The member of the Board of Managers who discloses a direct or indirect financial or other material interest in a contract, transaction, or arrangement may make a presentation and respond to questions by the Board of Managers, but after such presentation, they shall leave the meeting during the discussion of, and the vote on, the contract, transaction, or arrangement that results in the conflict of interest. As part of any such presentation, the member of the Board of Managers shall provide to the Board of Managers any reasons why the contract, transaction, or arrangement might be or not be in the best interest of the Condominium. The Board of Managers shall determine whether the Condominium can obtain a more advantageous contract, transaction, or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. The Board of Managers shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement. If a more advantageous contract, transaction, or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Managers shall determine by majority vote of the disinterested members of the Board of Managers whether the contract, transaction, or arrangement is in the Condominium's best interest and whether it is fair and reasonable to the Condominium and shall make its decision as to whether to enter into the contract, transaction, or arrangement in conformity with such determination.

The existence of a quorum shall not be broken by the non-participation of a member of the Board of Managers who has disclosed a direct or indirect financial or other material interest in any substantive matter.

The names of the members of the Board of Managers who disclosed or otherwise were found to have a direct or indirect financial or other material interest in a proposed or existing contract, transaction, or arrangement of the Condominium, the nature of the direct or indirect financial or other material interest, and the extent of the member of the Board of Managers participation in the relevant Board of Managers meeting on matters related to the financial or other material interest shall be recorded in the minutes for that meeting. The minutes also shall include a record of any determination as to whether the contract, transaction, or arrangement was in the best interest of and fair and reasonable to the Condominium. The names of the persons who were present for discussions and votes relating to the proposed or existing contract, transaction, or arrangement, the content of the discussion, and a record of any votes taken in connection therewith.

Co-Investment Interest. Each member of the Board of Managers also shall disclose whether they, or one of their relatives, has personal funds invested with an investment manager providing, or expected to provide, investment management services to the Condominium or in a professionally managed investment fund in which the Condominium is invested or is considering investing.

Failure to Disclose. If the Board of Managers has reasonable cause to believe that a member of the Board of Managers has failed to disclose a direct or indirect financial or other material interest, it shall inform the member of the Board of Managers of the basis for such belief and afford the member of the Board of Managers an opportunity to explain the alleged failure to disclose.

Managing Agent and Employees Covered by policy. This policy shall also apply to the Condominium's Managing Agent and employees of the Condominium.

Business Corporation Law § 713. Every calendar year prior to December 31st, every member of the Board of Managers shall receive a copy of the then current version of BCL§713.

Annual Disclosure Statement. Promptly following the adoption of this policy, and thereafter, on an annual basis, not later than the fifth day of January of the following year, each member of the Board of Managers shall acknowledge their familiarity with this policy, will confirm the receipt of BCL§713 and shall disclose in writing to the Board of Managers any existing financial or other material interests subject to this policy by completing a Conflict Of Interest Disclosure Statement. The Conflict Of Interest Disclosure Statements shall be retained in the confidential files of the Board of Managers.

Conflict Of Interest Disclosure Statement

The Conflict of Interest Policy of the Condominium requires any member of the Board of Managers disclose any direct or indirect financial or other material interest or co-investment interest which they have or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the Condominium, or in any other matter under consideration or to be considered by the Board of Managers.

Please initial each statement that applies to you:

___ I have read and am familiar with the Conflict of Interest Policy.
___ I am not aware of any direct or indirect financial or other material interest or co-investment interest which is required to be disclosed under the Conflict of Interest Policy.
___ I have a direct or indirect financial or other material interest or co-investment interest which is required to be disclosed under the Conflict of Interest Policy. Such interest is described in the attached letter. (Please attach a letter providing complete details of any direct or indirect financial or other material interest or co-investment interest subject to the policy.)

During the time I am a member of the Board of Managers, I agree to report promptly any future situation that might involve or appear to involve me or any of my relatives in any potential conflict of interest with the Condominium.

Signature: _____ Date: _____

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

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Residential Units will be classified as Tax Class 2 property (more than three units or three floors) upon completion of the improvements.

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

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

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

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

Assessment and Tax Certiorari Proceedings

The Board of Managers shall have the right accorded board of managers in §339-y of the Condominium Act, on behalf of and as agent for any Unit Owner who has given written authorization to the Board of Managers, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit, as set forth in the By-Laws. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees, for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to §339-z of the Condominium Act. If any Unit Owner seeks individually, to have the assessed value of said Owner's Unit reduced, by bringing a separate tax certiorari proceeding, the Board of Managers, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and

expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from such proceedings.

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

Real Estate Tax Projection

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

The property tax assessment process commences when the city's assessors determine the *market value* of the property. Despite the given name "*market value"*, this value has little to do with the actual value of the property (what someone would actually pay for acquisition of the property). In some neighborhoods the *market values* are close to actual property values. In others they can be as little as 5% of true values. Even within neighborhoods there can be wide variations. Property tax is only levied on a portion of the *market value*. This portion is called the *assessed value*. In regard to Condominiums with less than four (4) dwelling units, taxes are levied on 6% of the *market value*. In regard to Condominiums with more than three (3) dwelling units, taxes are levied on 45% of the *market value*.

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by MGNY Consulting Corp., 109 East 9th Street, New York, NY 10003 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated April 7, 2026, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. If Sponsor completes construction earlier than anticipated, or if the Department of Finance assesses the Building as complete earlier than anticipated by the Property Tax Professional, then projections for post-construction assessments may be in effect sooner than projected.

The Property Tax Projection Letter provides, in part, that upon conversion to a condominium, the Residential Units will be designated Tax Class 2 and the final assessment roll may only reflect a land assessment when it is published in May. Property Tax Professional assumed a Tax Class 2 tax rate of 12.439% and Tax Class 4 tax rate of 10.848%.

Estimated Residential Assessed Value 2027/2028 tax year:	$13,134,569
Estimated Residential Tax Liability 2027/2028 tax year:	$1,633,809
Estimated Non-Residential Assessed Value 2027/2028 tax year:	$734,483
Estimated Non-Residential Tax Liability 2027/2028 tax year:	$79,677
Estimated Residential Assessed Value 2028/2029 tax year:	$17,512,759
Estimated Residential Tax Liability 2028/2029 tax year:	$2,178,412
Estimated Non-Residential Assessed Value 2028/2029 tax year:	$979,310
Estimated Non-Residential Tax Liability 2028/2029 tax year:	$106,236

The Schedule A set forth in Part I of the Offering Plan allocates the estimated real estate taxes for the First Year of Operations to all Residential Units based on each Residential Unit's Common Interest. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

The policy of the New York City Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest. However, the City of New York is not bound by the allocation of Common Interests and may allocate on a different basis. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED.

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by Property Tax Professional. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

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

If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor, on behalf of the Board of Managers, will collect from each Purchaser at Closing, and will place in escrow in a separate account established for that purpose, an amount

equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at Closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

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

If the actual taxes due are lower than the amount collected and held in escrow, then the Board of Managers shall pay the Unit Owners their proportionate share of any excess. At such time that the individual Units have been separately assessed, Unit Owners shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Unit Owners shall notify the Board of Managers that the individual Units have been separately assessed and any sum collected and held in escrow not paid toward real estate taxes shall be reimbursed to the Unit Owner or Sponsor who advanced same.

Cooperative and Condominium Tax Abatement

Unit Owners will not receive the Cooperative and Condominium Tax Abatement. During the Sponsor Control Period, the Board of Managers does not intend to apply for the Cooperative and Condominium Tax Abatement.

In order for the Condominium to qualify for the Cooperative and Condominium Tax Abatement, the Condominium must be Tax Class 2, cannot receive tax benefits such as J-51, 420c, 421a, 421b, or 421g, the Managing Agent or Board of Managers must apply by February 15 on behalf of all Unit Owners, the Managing Agent or Board of Managers must obtain a certification from Unit Owners regarding the Unit being such Unit Owner's primary residence, and if the Condominium (i) has 30 or more residential dwelling units and an average unit assessed value of more than $60,000 or (ii) has less than 30 residential dwelling units and an average assed value of

more than $100,000, then the Condominium is required to pay prevailing wage and the Managing Agent or Board of Managers must submit a prevailing wage affidavit.

In order for Unit Owners to qualify for the Cooperative and Condominium Tax Abatement, the Unit must have been purchased before January 5 to qualify for the upcoming tax year, the Unit must be the Unit Owner's primary residence, the Unit Owner cannot own more than three Residential Units in the Condominium, transfer tax forms or a deed must be filed with the City Register's Office, the Unit Owner cannot be receiving a clergy property tax exemption, the Unit cannot be owned by a business, the Unit cannot be owned by Sponsor or Successor Sponsor, and if the Unit is owned by a trust then the Unit must be the primary residence of all beneficiaries of the trust, or trustee, or life estate holder.

Prospective Purchasers are advised to read the full text of the Property Tax Projection Letter on the following page for details about the projected real estate tax assessments.

MGNY Consulting Corp.
109 East 9 Street, Ground Floor,
New York, NY 10003
718-522-1111
info@mgnyconsulting.com
www.mgnyconsulting.com

842 Edenview LLC
543 DeKalb Avenue, Unit 2A
Brooklyn, NY 11205

Tax Opinion Letter for Condominium Project
842 6th Avenue, New York, NY 10001
Block: 831 Lot: 4

THIS LETTER IS BEING SENT TO YOU WITH THE EXPRESS UNDERSTANDING THAT OUR FIRM ASSUMES NO LIABILITY FOR OUR OPINIONS PRESENTED HEREIN.

The following estimates are provided in response to your request for an opinion and projection of the real estate assessments and taxes.

This opinion is based solely on the representations made to us by you and your architect.

I. Project Details

You have informed us that you intend to create a condominium on the above tax lot ("property"), and that this building will be constructed pursuant to Department of Buildings job number **121204419.**

You have requested an opinion concerning the real property assessment to be levied upon the above property for the first full tax year after completion of construction, which corresponds to the tax year **2028/2029**. In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. You have informed us that the construction commenced on **August 8, 2025**; and that the anticipated completion date is **July 15, 2027**. You have advised us of your acquisition costs and the anticipated construction costs.

You have also supplied us with architectural drawings of the proposed building prepared by Issac & Stern Architects, P.C. The data contained in the architectural drawings indicates that the building will have 27 (twenty-seven) main levels plus cellar level.

You have informed us that there will be **101** (one hundred one) residential units located on the 1 (first) floor through roof; **1** (one) retail unit with storage located on the cellar level through 1 (first) floor.

II. Estimated Assessed Value

We have considered the following factors in formulating our opinion: **(a)** the recent tax assessment history of the property; **(b)** the potential income of the new structure (if operated as a rental); **(c)** comparable properties in New York (specifically, in Midtown South area); **(d)** market conditions in the general area; and **(e)** estimate of the cost of construction.

Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year. The status of the building on January 5th of each year is the basis of the assessment for the fiscal year beginning that July 1st.

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 you set in your offering plan and any subsequent sales or re-sales are not relevant in determining the assessed value of the property or of the individual condominium units.

We believe that the subject property will be classified as **Tax Class 2** upon completion of construction. Once the apportionment of value between condo units occurs, the individual residential units will be classified as **Tax Class 2**. The current 2025/26 class 2 tax rate is **12.500%** of assessed valuation. Commercial unit will be classified as **Tax Class 4.** The current 2025/26 class 4 tax rate is **10.762%** of assessed valuation.

2028/29 Projected Assessed Value and Tax Liability

Projected Assessed Value of Residential Units: $17,512,759

Projected Tax Liability: $2,189,095

Projected Assessed Value of Commercial Unit: $979,310

Projected Tax Liability: $105,393

In determining the assessed values for the individual units, the Department of Finance may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

NO WARRANTY IS OR CAN BE MADE BY THIS FIRM THAT THE ASSESSED VALUATION WILL BE AS ESTIMATED HEREIN, AND THE WRITER OF THIS LETTER SHALL NOT BE LIABLE, IF BECAUSE OF CHANGES IN LAWS AND/OR REGULATIONS, OR THE INTERPRETATIONS OF LAWS AND/OR REGULATIONS, OR IF THE FACTS REPRESENTED BY SPONSOR, ARCHITECT OR APPRAISER PROVE INCORRECT, THE PROPERTY'S TAX LIABILITY TURNS OUT TO BE DIFFERENT. WE MAKE NO REPRESENTATIONS OR GUARANTEES THAT THE ASSESSED VALUES WILL BE FIXED AT ANY AMOUNT. NEITHER WE NOR ANY PERSON CAN GUARANTEE WHAT THE REAL ESTATE TAXES WILL BE AT ANY FUTURE DATE

We consent to the inclusion of this letter in the Offering Plan.

Sincerely,
Yuri Geylik, CEO

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

Deductibility of Mortgage Interest and Real Estate Taxes

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

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

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

Tax Status of Condominium

The Condominium will be managed by the Board of Managers, which shall collect the Common Charges on behalf of the Condominium. Although it is not clear whether the Condominium would be treated as an association taxable as a corporation for Federal tax purposes, there is substantial authority for such treatment. Assuming that it is a taxable entity, the Condominium will file tax returns and be subject to the regular corporate income tax on its taxable

income, and its taxable income would be computed as the excess of its gross income over its deductible expenses. However, any portion of the Common Charges that is segregated and used to finance specified capital expenditures should not be included in gross income.

Notwithstanding the foregoing, the Condominium should qualify under Section 528 of the Internal Revenue Code to be exempt from tax on certain income. If the Condominium meets all applicable requirements and properly makes the election, it may be exempt from tax on membership fees, dues and assessments from the Condominium Unit Owners.

No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid due to changes in applicable law, regulation or decisional law.

MARANS NEWMAN TSOLIS & NAZINITSKY, LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

COUNSEL'S TAX OPINION

October 18, 2025

842 EDENVIEW LLC
543 Dekalb Avenue, 2A
Brooklyn, NY 11205

Re: Offering Plan for: The 842 Sixth Avenue Condominium
Premises: 842 Sixth Avenue, New York, NY 10001

To Whom It May Concern:

You have requested our opinion with regard to certain income tax matters relating to the Offering Plan (the "Offering Plan") for The 842 Sixth Avenue Condominium (the "Condominium") including specifically the availability of certain deductions for federal, New York State and New York City income tax purposes with respect to payments of mortgage interest and real estate taxes by individual Unit Owners and the tax treatment to be received by the Condominium.

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

You have advised us that the Sponsor will apply to the Department of Law of the State of New York to convert the premises located at 842 Sixth Avenue, New York, NY 10001 to condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York. The Condominium shall consist of ninety-four (94) Residential Units, five (5) Storage Units, and one (1) Non-Residential Unit. Each Unit Owner will hold title to their Unit in fee simple plus an undivided interest in the Common Elements. Each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage in accordance with the By-laws and the Offering Plan, on their Unit and, by doing so incur direct liability for the interest payable on such mortgage. The Condominium will be operated by a Board of Managers which, pursuant to the By-Laws, will act as the agent of the Unit Owners. The primary function of the Board of Managers will be to collect the Common Charges and use such funds to supervise the maintenance and operation of the Common Elements.

In connection with this opinion, we have reviewed various documents included in the Offering Plan, or as exhibits to the Offering Plan, relating to the Condominium including the

Declaration and By-Laws.

Each unit under this Offering Plan is consistent with Real Property Law§339-(i)(1)(iv). The percentage of Common Interest allocated to each Unit is 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.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Condominium under New York State law is generally an unincorporated association ("Association"). Absent the application of Section 528, federal law is unclear as to the tax status of a condominium; there is no authority addressing the entity classification of an unincorporated association. If the Association does not elect to be treated as a corporation for the purposes of federal income tax, the Association would be treated as a partnership where income and expenses of the Association pass through to Unit Owners.

We have been requested to opine as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes. In order for the Association to qualify as an exempt organization for federal income tax purposes under Section 528 of the Internal Code, it must meet the following six (6) 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 must be derived from the payment of dues or fees from the Unit Owners in their capacity as owner-members rather than in the capacity as customers for services.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be used for the acquisition, construction, management, maintenance and care of the Association's property.

(4) No part of the net earnings of such organization inures (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual.

(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 substantially all of which units are used by individuals as residences.

(6) The Association must properly and timely elect to have Section 528 of the Internal Revenue Code apply for the taxable year.

A Condominium management association is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance and care of a Condominium, provided substantially all of the Units are used by individuals for residences. "Substantially all" the Units will be considered used by individuals for residences if at least eighty-five percent (85%) of total square footage of all units within the project is used, or is intended to be used, by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and areas used by maintenance personnel.

An effective election under Section 528 will exempt from federal income taxation all amounts received by the Condominium management association as exempt function income. Exempt function income is defined as money received as membership dues, fees, or assessments from owners of condominium housing units. Income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income is taxable. Examples of income which is not exempt function income are Common Charges paid by owners of commercial units, interest earned on reserve funds, amounts received from persons who are not members of the Condominium management association, amounts received for work done on privately owned property which is not Condominium management association property, and amounts received from members for special use of the Condominium management 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 Condominium management association fails to qualify for or properly elect treatment under Code Section 528 for a taxable year, it may be subject to federal income taxation.

You have advised me that you anticipate that greater than eighty-five percent (85%) of the square footage of the project will be used for residential purposes. Our review of the documents referred to above indicates that the Association does meet all the organizational tests described above to qualify for exemption. Therefore, it is our opinion that the Association will not be subject to federal income tax for the taxable years in which such election is in effect, except as noted below.

This opinion only relates to the specific tax matters discussed above which do not necessarily comprise all tax matters that may be of significance to the Purchasers of the Units. We express no view as to any federal, New York State or New York City tax consequences other than as explicitly discussed in the opinion or as to the tax status or tax consequences of the Offering Plan under the laws of the United States or any foreign jurisdiction. Therefore, it is strongly recommended that each prospective Purchaser of a Unit consult with their own tax advisor concerning the federal, New York State and New York City tax consequences of the purchase and ownership of a Unit in the Condominium. In no event will the Sponsor, Sponsor's counsel, the Board of Managers, counsel to the Board of Managers or any other person be liable if by reason of changes in fact or applicable law, regulations decisional law or Internal Revenue Service rulings, the tax consequences described above should change. No warranties are made that the tax laws upon which counsel bases this opinion will not change and no one else has been authorized to make any representations other than those contained herein.

This opinion has been prepared with the knowledge that it will be incorporated into the Offering Plan.

Very truly yours,

By: Richard Marans
Marans Newman Tsolis & Nazinitsky LLC

WORKING CAPITAL FUND

The Purchaser of each Unit shall be required to make a contribution at the Closing to the working capital fund of the Condominium (the "Working Capital Fund") in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. Sponsor will not be obligated to make any contributions to the Working Capital Fund, except to the extent it is funded by payment of Common Charges. The Working Capital Fund will be held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers. While Sponsor controls the Board of Managers, the Working Capital Fund will not be used to reduce estimated Common Charges. The Board of Managers will be able to utilize the money in the Working Capital Fund at any time and accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time and no minimum amount is represented or guaranteed. In no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. Substantial credits from the Working Capital Fund are not anticipated. Net adjustments for prepaid expenses, in favor of the Sponsor, will be paid for insurance premiums, water charges, and any prepaid service contracts.

Immediately prior to the First Closing, Sponsor shall apportion any of the applicable following items with the Board of Managers as of the day immediately preceding such closing:

- Staff wages and payments or obligations relative to employees of the Condominium
- Fees for assignable permits and licenses, if any
- Charges for electricity and gas for the Common Elements
- Water and sewer charges
- Payments under service and maintenance contracts
- Real estate taxes
- Cost of maintenance supplies
- Premiums for transferable insurance policies

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at First Closing, and final adjustment will be made as soon thereafter as the amounts are ascertained. The amount of the net credit shall be paid to Sponsor at the time of the First Closing, and each succeeding closing, out of the Working Capital Fund, to the extent available. If insufficient funds are available from the Working Capital Fund and a balance remains at the end of the First Year of Operation, the unpaid balance shall be paid in monthly installments, without interest, in twelve equal consecutive monthly installments pursuant to the terms of a negotiable promissory note to be executed by the Board of Managers.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Working Capital Fund. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

RESERVE FUND

A separate bank account for a reserve fund is being established; Section 2.6 of the Bylaws authorizes the Board of Managers to establish a reserve fund for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Purchaser of each Unit shall be required to make a contribution at the Closing to the Reserve Fund in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. Except for the initial contribution by Purchasers, the Reserve Fund is funded through Common Charges; the exact amount of the Reserve Fund cannot be determined as it depends on the timing of when each Unit closes, however $25,184.14 is budgeted to accrue by the end of the First Year of Operation. The Board of Managers, in its discretion, may decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget or issue special assessments to finance needed capital expenditures. While the Sponsor is in control of the Board of Managers, Sponsor will not use Reserve Fund monies to reduce Common Charges. Since the Building is being newly constructed, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation.

Sponsor has retained Strategic Inspections, LLC to perform a reserve fund study on the Building, a copy of which is set forth in Part II of the Offering Plan. The typical amount budgeted is approximately fifteen percent (15%) of the expenses budgeted for the entire year in order to conform to the requirements and guidelines of both the Federal Housing Administration and Fannie Mae, however a reserve study by Strategic Inspections, LLC, allows for a reserve requirement of $89,000.00 for the First Year of Operations which may be met by any means at the discretion of the Board of Managers including, but not limited to, a line item in the budget, a special assessment, or contributions due at Closing by Purchasers. For each successive year, the reserve fund requirement increases based on the study, and for the first five (5) years of Condominium operation will remain less than approximately ten percent (10%) of the expenses budgeted.

The reserve study provided, in part, that the reserve requirements for the First Year of Operations should amount to $89,000.00. $25,148.14 is budgeted through Common Charges and the balance funded through expected closing costs paid by Purchasers that are attributed to the Reserve Fund. To satisfy certain lending institutions, the Board of Managers shall utilize any surplus Working Capital Funds to fund any shortfall to the Reserve Fund in order to ensure that the final amount allocated to the Reserve Fund is $89,000.00. In the event there is no Working Capital Fund surplus, or the surplus is insufficient, at the end of the First Year of Operations, a special assessment may be required to fund any shortfall to the Reserve Fund in order to ensure that the final amount allocated to the Reserve Fund is $89,000.00. By way of example only, if there were $50,000 in the Reserve Fund collected solely via the contribution made by each Purchaser at Closing by the end of the First Year of Operations, and no Working Capital Fund surplus, the shortfall would be $13,851.86 (calculated by taking the full amount, $89,000.00, and subtracting the $25,148.14 collected through the First Year Budget and subtracting the $50,000 collected via contributions from Purchasers at Closing). If the requisite number of Units close so that at least $63,851.86 is collected through closing costs paid by each Purchaser, the amount in the Reserve Fund will be at the minimum $89,000.00 since $25,148.14 is collected through Common Charges.

In future years, the Board of Managers may have to increase the Reserve Fund line item in the annual budget, allocate surplus Working Capital funds to the Reserve Fund, or issue a special assessment to meet the minimum required annual reserve fund contributions. If Purchaser contributions to the Reserve Fund due at Closing, in conjunction with the amounted funded through Common Charges, exceed the reserve requirements for the First Year of Operations set out in the Reserve Study, the Reserve Study can be updated to include the funds deposited into the Reserve Fund to lower the minimum required annual reserve fund contributions for the second year of operations; updating the Reserve Study is projected to cost approximately $1,000.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Reserve Fund. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES

There are presently no contracts or licenses binding on the Condominium; the Offering Plan will be amended to disclose any.

The Condominium will enter into a one-year management agreement with Monarch Realty Group effective as of the first Unit closing and shall continue in force until one (1) year from such date. Monarch Realty Group is not an affiliate of Sponsor. The annual fee due the Managing Agent under the management agreement is $74,400.00 to be paid in monthly installments. In the event of a sale, lease or demolition of the Property, the Board of Managers may terminate the management agreement at the end of any calendar month on not less than thirty (30) days previous notice in writing to the Managing Agent. Additionally, the Board of Managers may terminate the Management Agreement at any time upon at least thirty (30) days prior written notice to the Managing Agent, after the initial one-year term expires. During the Sponsor Control Period, Sponsor's designated Board of Managers will determine whether or not to renew the contract.

The Managing Agents duties include maintenance, decorations, repairs, cure violations, oversee service and maintenance contracts, purchase supplies, obtain insurance, pay bills, facilitate the Building's sales and leases, arrange moving in and out of units, billing and collections, attend to complaints, maintain accounting records, provide monthly statements, maintain books and records, prepare a proposed budget, prepare Board or Unit Owner notices, assist in correcting the assessed valuation of units, and assist in financing. The Managing Agent will be reimbursed for costs and expenses. The Board of Managers will not be personally liable for the agreement. Each Unit Owner's liability under the agreement is limited to their Common Interest. The Managing Agent is an independent contractor and does not have an agency relationship; its employees are to continue and remain its employees. Neither party may assign the contract.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is 842 EDENVIEW LLC, a limited liability company organized under the laws of the state of New York. Sponsor's office address is 543 Dekalb Avenue, 2A, Brooklyn, NY 11205. Sponsor or its affiliates have not been the sponsor of any other cooperatives, condominiums, planned unit development homes, or time shares which were first offered within the past five years except for where principal of Sponsor has been the principal of the offering. The principals of the Sponsor are Hung Pin Hung and Bhavesh Patel.

Bhavesh Patel has over 25 years of experience with franchise and hospitality businesses; Mr. Patel owns and operates commercial properties in New York and New Jersey. Mr. Patel has never been a principal of a sponsor.

Hung Pin Hung has been involved in the real estate business for over 15 years as a developer in New York. He has been a principal of a sponsor for the following properties:

A.	557 Lafayette Avenue Condominium 557 Lafayette Avenue Brooklyn, New York 11205	File No. CD09-0367 Accepted for Filing 4/13/2010
B.	226 Lexington Avenue Condominium 226 Lexington Avenue Brooklyn, New York 11216	File No. CD11-0122 Accepted for Filing 1/12/2012
C.	The 229 Hawthorne Street Condominium 229 Hawthorne Street Brooklyn, New York 11225	File No. CD23-0050 Accepted for Filing 5/2/2023

Mr. Hung is current on their financial obligations to the above listed public offerings. There are no other cooperative, condominium, or homeowners association where the Sponsor, general partner, or principal of the Sponsor or holder of unsold shares, owns ten percent (10%) or more of the unsold shares or units as an individual, general partner, or principal.

There have been no prior felony convictions against the Sponsor, and/or the principals of the Sponsor. There have been no prior bankruptcies, convictions, injunctions or judgments against the Sponsor, the principals of the Sponsor, entities in which the principals of the Sponsor were principals, and/or any individuals who own or control a ten percent (10%) or more equity interest in the Sponsor that would be material to the Offering Plan, or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Offering Plan.

Attorney for Sponsor

Sponsor has retained the law firm of Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006 (212-968-0244) to represent it in the preparation and consummation of the Offering Plan. The attorney who prepared the Offering Plan is Jonathan Pivovarov, Esq. This firm drafted the Declaration, the By-laws, this Offering Plan, the

form of Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. Marans Newman Tsolis & Nazinitsky LLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services. The law firm of Marans Newman Tsolis & Nazinitsky LLC shall serve as escrow agent for Sponsor and Purchaser.

Managing Agent

Sponsor intends to retain Monarch Realty Group, with offices at 244 Water Street, C-1, Brooklyn, NY 11201, to manage the Building. The Managing Agent has extensive experience in the management of real estate properties in the New York City area. They currently manage over forty (40) properties, comprising over 1600 residential and commercial units such as the following properties: 58 Saint Marks Place, 323 Bergen Street, 173 McGuinness Boulevard, 524 Halsey Street, 165 Lexington, 251 West 14th Street. There are no prior convictions, injunctions or judgments against the managing agent or any principal thereof that would be material to this offering. The Managing Agent and its principals have no beneficial interest in the Sponsor and no interest in the profits of this offering plan other than the fee received for its services.

Architect

Sponsor retained Isaac & Stern Architects, P.C., having an office at 307 5th Avenue, 14th Floor, New York, NY 10016, to design the Building. Isaac & Stern Architects, P.C.'s experience in New York includes over thirty (30) years of designing, managing, and supervising a diversity of projects ranging from residential design and renovations to office buildings, churches, synagogues, restaurants, nightclubs, community centers, and retail establishments. Isaac & Stern Architects, P.C. has no financial relationship with the Sponsor or principals of Sponsor, except in its capacity as architect and it will be paid a fee for its services. The following is a representative list of properties Isaac & Stern Architects, P.C. has worked on in Brooklyn; 165 12th Street, 308 North 7th St, 319 Schermerhorn Street, 10 Lenox Avenue, 653 Bergen Street, and 1519-1535 Bedford Avenue.

Selling Agent

BROWN HARRIS STEVENS DEVELOPMENT MARKETING LLC, 445 Park Avenue, 10th floor, New York, NY 10022, is the Selling Agent retained by the Sponsor in connection with the offering of Units. The Selling Agent is engaged in the brokerage and sale of residential properties in the New York metropolitan area. Selling Agent has no beneficial interest in the Sponsor and no interest in the profits of this Offering Plan other than the fee received as Selling Agent of the Condominium. Selling Agent and its principals have no prior felony convictions. During the past fifteen (15) years, there were no prior convictions, injunctions or judgments against Selling Agent or any of its principals that may be material to this Offering Plan or to an offering of securities generally.

REPORTS TO UNIT OWNERS

The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners. The Board of Managers, at least annually, shall fix and determine the annual budget and send a copy of the budget and any supplement to every Unit Owner and mortgagee. The total annual requirement shall be assessed as a single sum against all Units and prorated against each of the Unit according to the respective Common Interest apportioned to each Unit.

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

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

(ii) at least ten (10) but no more than forty (40) days prior notice of the annual Unit Owners' meeting; and,

(iii) a copy of the proposed annual budget of the Condominium no later than the 31st day of each December; such budget shall be certified while the Sponsor is in control of the Board of Managers.

DOCUMENTS ON FILE

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

GENERAL

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

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

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in the sale of the Units offered by Sponsor pursuant to this Offering Plan.

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

None of the Units in the Building which are the subject of this Offering Plan are occupied by residential tenants as of the date of submission of the Offering Plan to the Department of Law. None of the Residential Units in the Building which are the subject of this Offering Plan have been occupied at any time on or after the date of submission of the Offering Plan to the Department of Law. None of the Residential Units in the Building will be rented prior to consummation of the Offering Plan. In the event any Residential Units are rented prior to consummation of the Offering Plan, other than to an interim lessee or as otherwise described herein, Sponsor will abandon the Offering Plan submitted pursuant to 13 NYCRR Part 20. If Sponsor wants to market and/or sell any Residential Units after such time that any Residential Unit is occupied by a tenant other than as stated herein, Sponsor will submit to the Department of Law a new offering plan pursuant to 13 NYCRR Part 23.

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

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers, to revise the terms and conditions on which the Units offered hereby are sold, including changes affecting the rights, obligations, and liabilities of Purchasers. All material revisions will be contained in a duly filed amendment to this Offering Plan. If a material revision adversely affects the rights, obligations, or liabilities of the existing Purchasers,

Purchasers will be given the right to rescind their Purchase Agreements and to receive a refund of their Deposit (with interest, if any earned thereon) within fifteen (15) days after the presentation of the amendment.

No party, other than a Purchaser, shall have any right or benefit derived from the Offering Plan, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations under the Offering Plan and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Offering Plan.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Sponsor, but may be utilized by Sponsor or any party acquiring the same from the Sponsor and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Sponsor (including Sponsor's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

Sponsor or any entity to whom Sponsor conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Sponsor or any entity to whom Sponsor conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Sponsor or any entity to whom Sponsor conveys the Development Rights.

In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither Sponsor nor any entity to whom Sponsor conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property. Sponsor does not anticipate any Development Rights to be available upon completion of construction.

When Sponsor and all Affiliates, designees, and assignees of Sponsor no longer own a Unit, any remaining Development Rights associated with the Property that have not otherwise been conveyed or utilized shall become a Common Element and no longer owned by Sponsor.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Architect's Description of Property and Specifications set forth in Part II of this Offering Plan. Sponsor represents that, to the best of its knowledge, Sponsor's Architect accurately states the description of the Property and its specifications, as it will be built, upon the plans that it has examined and Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building Condition. See the sections "Description of Property and Improvements" and "Schedule A" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," "Floor Plans," and "Declaration" set forth in Part II of the Offering Plan.

THE 842 SIXTH AVENUE CONDOMINIUM

OFFERING PLAN

PART II

FORM OF PURCHASE AGREEMENT

Purchaser(s)

With

842 EDENVIEW LLC

Sponsor/Seller

Unit ___

The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001

PURCHASE AGREEMENT

Unit ___
The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001

(to be executed in duplicate)

THIS PURCHASE AGREEMENT (this "Agreement"), made as of the day of , 20___, between 842 EDENVIEW LLC, a limited liability company organized under the laws of the state of New York, having an office at 543 Dekalb Avenue, 2A, Brooklyn, NY 11205 (hereinafter, "Sponsor"), and _____, having an address at _____(hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The 842 Sixth Avenue Condominium (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Offering Plan").

2. The Residential Unit. Sponsor hereby agrees to sell to Purchaser and Purchaser hereby agrees to acquire from Sponsor Condominium Unit ____ (the "Unit") at the Condominium (as designated in the Declaration), together with the undivided percentage of common interest in the Common Elements as set forth in the Schedule B to the Declaration and as set forth in the Offering Plan, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

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

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

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

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Marans Newman Tsolis & Nazinitsky LLC, as escrow agent". Unless Sponsor elects for the Balance be paid by wire transfer, the check or checks for the Balance and all other sums due

Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "842 EDENVIEW LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent (as defined in Article 4) is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Offering Plan and in this Agreement with respect to an Event of Default (including without limitation, suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). Notwithstanding anything to the contrary stated herein, Sponsor shall have the right to have Purchaser pay the Balance in the form of wire transfer, certified check, bank check or any other form of payment in Sponsor's sole and absolute discretion.

4. Deposit.

4.1 The law firm of Marans Newman Tsolis & Nazinitsky LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212–968–0244, shall serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Richard Marans, Richard Newman, Stavroula Tsolis, and Jason Nazinitsky to serve as signatories on the "Escrow Account", as defined below. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in the in any of the foregoing.

4.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Purchase Agreement or otherwise concerning the release of the Deposit from escrow.

4.3 The Escrow Agent has established the escrow account at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is titled The Marans Newman Tsolis Nazinitsky Attorney Escrow Account for The 842 Sixth Avenue Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit; if Purchaser has an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, duly completed and executed, the Deposit shall remain in a non-interest-bearing account. Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall send written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned by the Deposit.

4.4 All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent.

4.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing.

No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

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

4.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

4.8 All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms of the Purchase Agreement. In the event the Offering Plan is abandoned, all Deposits and advances will be released in accordance with the terms of the Purchase Agreement.

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

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

(a) Pursuant to terms and conditions set forth in the Purchase Agreement in Section 4 upon closing of title to the Unit; or

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs 4.10 (a-c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs 4.10 (a) through 4.10 (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

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

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

(b) all Purchasers after an Amendment abandoning the Offering Plan is acceptance for filing by the Department of Law.

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

4.12 Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto. However, this shall only apply to initial Purchasers who purchaser their Unit from Sponsor.

4.13 The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

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

4.15 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

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

4.17 Sponsor shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

4.18 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

4.19 Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

4.20 Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006 (or such other place in the City and State of New York as Sponsor may designate to Purchaser, including alternatives to a sit-down closing) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and/or hour and/or place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve (12) months in the aggregate without the consent of Purchaser).

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

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying fee simple title to the Unit to Purchaser,

which deed shall be in substantially the form contained in Part II of the Offering Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board of Managers and Sponsor, prepared by Sponsor and in substantially the form contained in Part II of the Offering Plan.

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

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

7. State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Offering Plan. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the recording or filing fee; or (b) Purchaser's title insurance company or any other reputable title company licensed to do business in the State of New York will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the title insurance company referenced in Part I of the Offering Plan would be willing to do so at its regular rates and without additional premium.

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

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title

insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage that would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Article 7.3 shall survive the closing of title.

8. Closing Adjustments.

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

(a) Real estate taxes and assessments, 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 fees and any other charges pursuant to an Interim Lease, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Offering Plan. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing and will place in escrow an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

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

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

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

(b) the apportionment of those items set forth in this Article 8 shall be: (i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including)

the day before the actual Closing Date, as a reimbursement of Sponsor's increased 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 Offering Plan; and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

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

8.6 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. 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 Offering Plan.

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

9. Closing Costs.

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

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

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

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

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

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

(c) to the extent that Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act. In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing;

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

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

9.4 Purchaser will be required to pay the amount of $3,700.00 to Marans Newman Tsolis & Nazinitsky LLC, Sponsor's counsel, for each Unit purchased hereunder, an ACRIS preparation fee of $250.00, and $450.00 if a Purchaser shall obtain mortgage financing through a lender in order to defray Sponsor's legal fees for services in connection with preparing closing documents and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice, including alternatives to a sit-down closing) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500.00 and an additional $500.00 if the Closing is held outside New York City. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the

addition, deletion or substitution of names on this Agreement (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of $1000.00, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser. In the event Purchaser is in default hereunder and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $1,000.00 to attorneys for Sponsor for the preparation of a letter of default. Notwithstanding the foregoing, Purchaser is responsible for all fees described herein and in the Closing Costs and Adjustments section of the Offering Plan, whether or not such costs are set forth in this Agreement.

9.5 Purchaser shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' Common Charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at Closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Offering Plan.

11.1 Purchaser acknowledges having received and read a copy of the Offering Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Offering Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified mail, return receipt requested, reputable overnight courier

or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Offering Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Offering Plan, the Offering Plan shall govern, except with respect to individually negotiated terms of sale that are express modifications to the terms of the Offering Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern. The Purchase Agreement may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law and the regulations promulgated pursuant thereto and such other rights and obligations pursuant to applicable law.

11.3 Purchaser hereby adopts, accepts and approves the Offering Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Offering Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) if Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate this Agreement or bring an action against Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. If Sponsor so elects to terminate, this Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of this Agreement, Purchaser and Sponsor will be released and discharged of all

further liability and obligations hereunder and under the Offering Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 12(d) below, the Deposit (including all interest, if any) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS A REMEDY IN THE EVENT OF A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES 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. NOTHING IN THE FOREGOING SHALL ABROGATE A PURCHASER'S RIGHT UNDER APPLICABLE LAW TO CONTEST WHETHER PURCHASER WAS IN DEFAULT.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at Closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Offering Plan having been declared effective in accordance with the terms and provisions of the Offering Plan (as the same may be amended from time to time). The Offering Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Offering Plan. If the Offering Plan is abandoned or if, after being declared effective, the Offering Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Offering Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Offering 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 Offering Plan in order to cure such inability. If Sponsor is not so obligated under the Offering 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 Offering Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy described in clause (a) above, i.e., to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that are described in the Offering Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Offering Plan and the Plans and Specifications (as defined in the Offering Plan), subject to the right of Sponsor to amend the Offering Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of Equal or Better Quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Offering Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to

correct any defects in construction in accordance with the conditions set forth in the section "Rights and Obligations of Sponsor" in the Offering Plan.

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Offering 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 immaterial variations from the Offering Plan and Plans and Specifications as indicated in the section of "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 or as otherwise required under applicable law.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the following prerequisites: (i) the Offering Plan has been declared effective in accordance with its terms and the amendment to the Offering Plan disclosing same has been accepted for filing by the Department of Law, (ii) a TCO or FCO for the Residential Unit is in effect and issuance of a TCO or FCO for the Residential Unit shall be deemed presumptive evidence of substantial completion of the Residential Unit and is the only construction related prerequisite that must occur before Sponsor may require the closing of title, (iii) the recording or filing of the Declaration, By-Laws, Floor Plans and architect and tax authority certifications required by §339-pp of the New York Condominium Act or other applicable law and such other documents as may be required by law, and (iv) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any, or the severance and assignment of any mortgage, if applicable. Purchaser shall be obligated to close and complete payment of the full Purchase Price without any credit against or abatement in the Purchase Price and without any provision for escrow regardless of any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Offering Plan, and regardless of the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Residential Unit.

17.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin pursuant to the Offering Plan; see the section "Procedure to Purchase". Purchaser will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than twelve (12) months after the projected date for the first closing. If the Offering Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. However, if the first closing occurs before twelve (12) months after the projected date for the first closing, Sponsor may schedule the closings of title to other Units significantly later than such date. Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Offering Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), 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 further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will

be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Offering Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor.

17.5 Sponsor is obligated to construct the Building in accordance with all applicable codes, and filed building plans and specifications, as well as the provisions of the Offering Plan.

18. Warranties of Construction. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime.

As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013].

Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws and the Plans and Specifications shall be resolved in favor of the latter.

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

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Sponsor shall have the right to limit the attendees permitted at inspections to the Purchaser(s) listed under this Agreement. Purchaser shall carefully inspect the Unit and shall complete, date, and sign the Inspection Statement (in the form set forth as Schedule A to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Offering Plan.

20. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

20.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

20.2 In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

20.3 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 not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled

and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

21. Prohibition Against Advertising. Until the earlier of i) the conveyance of the last Unsold Unit or ii) one (1) year after the closing of title, Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that _____ (collectively the "Broker") are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. If a broker or sales agent, other than Broker, makes a claim against Sponsor for commissions on account of any acts of Purchaser or Purchaser's representatives, Purchaser agrees to indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses pertaining specifically to the proceeding brought against Sponsor from such third-party broker, agent, or other party other than Broker. Such expenses and fees include, but are not limited to, reasonable legal fees and disbursements. For any claims between Sponsor and Purchaser, the provisions of Paragraph 35, including but not limited to prevailing party provisions, shall apply. The provisions of this Paragraph 22 shall survive the closing of title and are not made for the benefit of any third parties.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth above, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability

company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If Purchaser desires to assign its rights under this Agreement or to take title in a name that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change consented to by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 ("Assignment Fee") made payable to Marans Newman Tsolis & Nazinitsky LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Offering Plan will remain in effect.

23.4. Notwithstanding the provisions of Article 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to 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 Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written reasonable information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Offering Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney; and to Sponsor, at: 842 EDENVIEW LLC, 543 Dekalb Avenue, 2A, Brooklyn, NY 11205 with a copy sent simultaneously and in like manner to Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Offering Plan shall be delivered via regular mail. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Marans Newman Tsolis & Nazinitsky LLC as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which

such performance was excused; if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.**

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Additionally, either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order correct any error and or omissions that may have occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

29. Severability. If any provision of this Agreement or the Offering Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Offering Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Offering Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise). Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4. The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. A Purchaser who does not obtain financing may lose the Deposit if Purchaser is unable to otherwise raise the monies for the Balance of the Purchase Price. A Purchaser who requires financing is

advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. Purchaser is contractually waiving recovery of legal fees and disbursements. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1. Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2. As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3. Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York, or the federal courts sitting in New York: (i) any objection which it may have or may

hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5. Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6. The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of the Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8. If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4303, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their 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 they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

39. No Representations. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Offering Plan specifically represented; as such, Purchasers are urged to ensure material representations are incorporated into the negotiated Purchase Agreement. Purchaser acknowledges it has relied solely on their own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser shall not be relieved of any of Purchaser's obligations hereunder, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in the Offering Plan. A decrease in a Unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, representations that are inconsistent with the Offering Plan or the Purchase Agreement will not affect Sponsor's liability under the Martin Act. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

40. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

41. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic

mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Offering Plan.

46. Smoking Policy. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

47. Consent to Borrow. To the extent such consent may be required by Article 30 of the Declaration and Section 2.6 of the Bylaws, Purchaser consents and authorizes the Board of Managers to incur debt on behalf of Unit Owners to effectuate any purchase or conveyance of any Unit or License as disclosed in the Offering Plan or any amendments thereto. The provisions of this section shall survive closing of title.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

842 EDENVIEW LLC

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

WITH RESPECT TO PARAGRAPH 4:

ESCROW AGENT:

By: _____

SCHEDULE A

INSPECTION STATEMENT

842 EDENVIEW LLC
543 Dekalb Avenue, 2A
Brooklyn, NY 11205

Re: Unit
The 842 Sixth Avenue Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found all items in good condition, free of chips, mars, breaks or other defects:

Exceptions

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Sponsor's Representative

FORM OF POWER OF ATTORNEY

The undersigned, _____, the Owner of Unit ____ in the building complex known as The 842 Sixth Avenue Condominium, 842 Sixth Avenue, New York, NY 10001 as designated and described in the Declaration establishing The 842 Sixth Avenue Condominium, dated _____, 20___ and recorded in the Office of the City Register of the City of New York on _____20___, in CRFN# _____ on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____ (the "Condominium") do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise by deed, on behalf of all owners of Condominium Units in said Condominium property, in accordance with their respective Common Interests, (a) any Unit whose owner desires to sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By-Laws, or (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, and (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion 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, and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or 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 maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration or any amendment thereto affecting the Condominium or the Common Elements that the Board of Managers deems necessary or appropriate, provided such change is consistent with the Condominium Act.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

I (We) do hereby further irrevocably nominate, constitute and appoint 842 EDENVIEW LLC (“Sponsor”), having an address 543 Dekalb Avenue, 2A, Brooklyn, NY 11205, as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time such Declaration, By-Laws and the Rules and Regulations of such Condominium, or any of such documents, when such amendment will be required to reflect any changes in Unsold

Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with the Declaration, or otherwise to evidence or enforce a right granted to Sponsor or its designee under the Offering Plan, Declaration, and By-Laws. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until such time as the Sponsor or its designees cease to own any Unit in The 842 Sixth Avenue Condominium. Each and any principal of Sponsor may act singly as such attorney-in-fact.

IN WITNESS WHEREOF I have hereunto signed my name on the day of _____, 20__.

PURCHASER:

By: _____

By: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

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 they executed the same in their capacit(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

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 they executed the same in their capacit(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

FORM OF UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20___, between 842 EDENVIEW LLC, a limited liability company organized under the laws of the state of New York, having an office at 543 Dekalb Avenue, 2A, Brooklyn, NY 11205 (hereinafter referred to as the "Grantor"), and _____, having an address_____ (hereinafter referred to as the "Grantee").

W I T N E S S ET H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit ___ together with a _____% undivided interest in the common elements of The 842 Sixth Avenue Condominium, also known by the street number 842 Sixth Avenue, New York County, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the Condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the Office of the City Register of the City of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____ in Block 831 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of Manhattan and on the floor plans of the Building (the "Floor Plans"), certified by _____, on the _____ day of _____, 20___, and filed in with the Real Property Assessment Department of the City of New York on the _____ day of _____, 20___, as Condominium Plan No. _____ and also filed in the Office of the City Register of the City of New York as Condominium Map No. _____ under CRFN _____.

Together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of The 842 Sixth Avenue Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property");

To have and to hold the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 21 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) a Residential Unit is intended for residential purposes only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

Grantor:

842 EDENVIEW LLC

By: _____
Name:
Title:

Grantee:

_____
(Print Name)

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

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 they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary Public)

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 20__ before me, the undersigned _____, 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 they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary Public)

SCHEDULE A

PROPERTY DESCRIPTION

FORM OF INTERIM LEASE AGREEMENT

AGREEMENT made this ___ day of _____, between 842 EDENVIEW LLC, having an office 543 Dekalb Avenue, 2A, Brooklyn, NY 11205 (hereinafter Sponsor) and _____ whose address is 842 Sixth Avenue, Unit # ____, New York, NY 10001 (hereinafter Purchaser),

WITNESSETH,

WHEREAS, Sponsor is the Sponsor of a condominium conversion of premises located at 842 Sixth Avenue, New York, NY 10001 and;

WHEREAS, Purchaser has executed a Purchase Agreement for Unit ___ (the "Apartment") at said premises, and;

WHEREAS, Purchaser wishes to occupy said Apartment prior to the closing of title;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____, 20___, and terminating as hereinafter specified, Purchaser shall have the right to use and occupy the aforementioned Apartment.

2) After a free _____ grace period, Purchaser shall pay a fee for use and occupancy of the Apartment of $_____ per month. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this Agreement is not governed or subject to any rent regulatory laws. Purchaser has deposited with Sponsor, and Sponsor recognizes that Purchaser has deposited the sum of $_____ representing a deposit under the Purchase Agreement. Purchaser's deposit of $_____ shall be applied against the Purchase Price of the Unit at Closing and is subject to forfeiture by Purchaser in event of their default under the Purchase Agreement. In the event of Purchaser's default under the terms of the Interim Lease, Sponsor may direct the Escrow Agent to pay any use and occupancy fees due by Purchaser from such deposit.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at Closing. No portion of the use and occupancy fee will be applied to the Purchase Price of the apartment. Any unapplied use and occupancy fee shall be refundable to Purchaser at Closing.

4) The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this Agreement. To the extent that there are any inconsistencies between this Agreement and the Offering Plan, the provisions of the Offering Plan shall control.

5) As of the date of this Agreement, risk of loss to the Apartment and its contents by fire of other hazard shall be determined pursuant to the terms of the Purchase Agreement for such Apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if Purchaser were the owner of such Apartment.

6) Purchaser shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner subject to the terms and provisions of Paragraph 12. Sponsor will not be responsible for ordinary wear and tear to the Apartment during the Purchaser's occupancy.

7) Purchaser may not make any alterations to the Apartment without Sponsor's written consent.

8) This lease will terminate on the happening of the earliest of the following:

a. Closing
b. Rescission ("Rescission") of the Purchase Agreement by Purchaser under the Offering Plan
c. Default by Purchaser

9) Upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after written notice thereof, or within 30 days after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement.

10) Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. Any such default will terminate Purchaser's right to use and occupy, and will also terminate Purchaser's right to purchase the Apartment, and shall result in loss of the Deposit.

11) This Agreement may not be assigned, and may not be changed, except by signed, written instrument. This Agreement is the entire agreement between the parties as regards use and occupancy of the Apartment pending closing.

12) As of the date hereof, Purchaser confirms that all work required to be done in or about the subject apartment has been completed, that the condition of title as set forth in the Purchaser's title report is acceptable, and that in all respects Purchaser agrees to accept the Apartment in "as is" condition except for the aforementioned items. As of the date hereof, Purchaser waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan.

13) Failure to appear for closing within 30 days after delivery to Purchaser of notice by fax or mail that Sponsor is prepared to close shall be deemed a default both in this Occupancy Agreement and in the Purchase Agreement entitling Sponsor to cancel the Purchase Agreement, retain all sums previously paid and remove Purchaser from the subject apartment, and collect the increased use

and occupancy fee set forth in Clause 9 above.

14) Purchaser agrees that as a term of this Occupancy Agreement to pay a lease preparation fee in the amount of $3,000.00 to Sponsor's attorney.

15) Any Interim Lease shall be subordinate to the mortgage held by Sponsor's Mortgagee.

16) Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 20___.

SPONSOR:

842 EDENVIEW LLC

By:_____

PURCHASER:

_____

TAX ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20__ by and among 842 EDENVIEW LLC (hereinafter referred to as "Sponsor"), the Board of Managers of The 842 Sixth Avenue Condominium (hereinafter referred to as "Board of Managers") and _____, (hereinafter referred to as "Purchaser")

W I T N E S S E T H:

WHEREAS, Sponsor is the Sponsor of The 842 Sixth Avenue Condominium located at 842 Sixth Avenue, New York, NY 10001; and,

WHEREAS, the Board of Managers is charged with governing the operation of said Condominium; and,

WHEREAS, as of the date hereof, Sponsor controls the Board of Managers; and

WHEREAS, the Purchaser is acquiring title to Unit ___ (the "Unit") on the date hereof; and,

WHEREAS, the individual Condominium Units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first Unit located thereat; and,

WHEREAS, the Board of Managers desires to secure the Purchaser's obligation to pay Purchaser's proportionate share of the taxes due for the Unit for the _____ of the _____ tax year in the event that property has not been separately assessed by _____; and,

NOW, THEREFORE, the parties agree as follows:

1. At Closing, the Purchaser shall escrow funds with Sponsor, on behalf of the Board of Managers for Purchaser's proportionate share, based on the Unit's percentage of Common Interest, of Sponsor's real estate tax obligation for the _____ of the _____ tax year (the "Tax Obligation") in the amount of $_____.

2. The Board of Managers is irrevocably authorized to pay, and hereby agrees to so pay, Purchaser's proportionate share of such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. In the event that the Purchaser's escrow of the Tax Obligation shall be insufficient to meet the Purchaser's proportionate share of the actual assessed real estate taxes, the Board of Managers shall assess the Purchaser for such shortfall. Purchaser hereby agrees to pay such assessment in accordance with the terms of the Declaration and By-Laws but in no event later then the due date for such real estate tax payment.

4. Upon each subsequent closing of the remaining Units, Sponsor, on behalf of the Board

of Managers, shall collect the estimated amount of taxes attributable to such Unit for the _____ of the _____ tax year from the purchaser thereof.

5. The escrow shall be kept in a non-interest bearing account.

6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law; and, shall be deemed held for the benefit of the condominium.

7. In the event that any sum paid to the Board of Managers hereunder shall not be paid toward real estate taxes for any reason, such sum shall be reimbursed to the Purchaser or Sponsor who advanced same.

8. Purchaser shall be entitled to receive any retroactive credit for real estate taxes actually paid by Purchaser (either directly or via payment from the escrow account) from the date of closing until the individual tax lot for the Unit is separately assessed which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Sponsor, Sponsor shall promptly reimburse the Purchaser in the amount of said credit.

9. Sponsor shall be entitled to receive any retroactive credit for real estate taxes actually paid by Sponsor for any period prior to closing which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Purchaser, Purchaser shall promptly reimburse the Sponsor in the amount of said credit.

10. In the event that the individual Condominium Units have not been separately assessed for real estate tax purposes on or before _____, the Board of Managers will collect an additional escrow from each Unit Owner for the Unit Owner's proportionate share of the amount determined by the Board of Managers to be sufficient to pay the outstanding real estate taxes. In such event the Board of Managers shall be authorized to pay all outstanding real estate taxes directly to the New York City Department of Finance.

11. The Unit Owner indicated below has executed this Agreement for the purpose of consenting to the terms hereof and to agree to advance to the Board of Managers any sums that represent the proportionate share of real estate taxes for their Unit until the time when the City of New York actually apportions the tax lots for the individual condominium units.

12. At such time that the individual Condominium Units have been separately assessed, Purchaser shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Purchaser shall notify the Board of Managers that the individual Condominium Units have been separately assessed and any sum paid to the Board of Managers hereunder not paid toward real estate taxes shall be reimbursed to the Purchaser or Sponsor who advanced same.

13. This Agreement may be signed in counterparts and facsimile or other electronic copies of signatures shall be deemed originals for purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties set their hands the date above first written.

842 EDENVIEW LLC
SPONSOR

By: _____
Name:
Title:

842 EDENVIEW LLC
SPONSOR

FOR THE BOARD OF MANAGERS OF
THE 842 SIXTH AVENUE CONDOMINIUM

By: _____
Name:
Title:

CONSENT:

_____
Purchaser

Brent M. Porter Architect PLLC

166 St. James Place, Brooklyn NY 11238 718-789-5426 FAX: 718-622-3444

A. Location and Use of the Property:

1. Address: 842 6th Avenue, New York NY 10001

2. Block/ Lot No.: Block: 831 Lot: 4

3. Zoning District: The building is located in C6-4X Residential Equivalent R10X residential zoning district with Quality housing. The building complies with all zoning and use requirements. Total zoning lot area equals 7,718 sf. The maximum allowable residential area for a building developed pursuant to quality housing program on a wide street in Zoning District R10x equals to 7,718 sf x 10.0 = 77,179.95 sf. Proposed UAP Development outside of a mandatory Housing area set forth in section ZR 23-22 allows for an increase in FAR up to a maximum of 12.00. Thus, the compensated zoning lot bonus area of 15,000.30 sf is allowed, and the total allowable residential zoning area is 92,180.25 sf. The total proposed residential zoning area is 89,807.25 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. The total proposed commercial gross floor area for use group 6 at cellar and the 1st floor is 2,328.01 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.

B. Status of Construction: Tax lot #4 were each previously occupied by 7-story brick and masonry buildings built in approximately 1920. This building was demolished in 2017. The DOB Job # for the Demolition was 123337040. This demolition application was finalized and signed off on October 23rd, 2018. There was a new proposed building that was filed on with the DOB Job: 121204419 and approved on April 22, 2019. This job filing was stopped in 2020 and was subsequently taken over by a new architect and refiled in November 2024. The proposed building is a new 27-story concrete mixed-use building with commercial and residential with 94 proposed dwelling units. The NYC Dept of Building

application NB121204419 was approved on June 30th, 2025. The construction of the new building started in July of 2025. The building is expected to be substantially completed by July 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.

1. Class of Construction: The Building is classified as Class 1B (non-combustible) and conforms to all applicable regulations of the 2022 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
- 1st Floor
- Mezzanine Floor
- 2nd Floor
- 3rd Floor
- 4th Floor
- 5th Floor
- 6th Floor
- 7th Floor
- 8th Floor
- 9th Floor
- 10th Floor
- 11th Floor
- 12th Floor
- 13th Floor
- 14th Floor
- 15th Floor
- 16th Floor
- 17th Floor
- 18th Floor
- 19th Floor
- 20th Floor
- 21st Floor
- 22nd Floor

- 23rd Floor
- 24th Floor
- 25th Floor
- 26th Floor
- PH Level
- Roof

Building services and utilities will be located at the cellar. There will be Ninety-Four (94) dwelling units in the building. One (1) dwelling unit on the 1st floor, five (5) dwelling units per floor from 3rd to 6th floors, four (4) dwelling units per floor on the 7th to 17th floor, and three (3) dwelling units per floor on the 18th to the 26th floors and one (1) dwelling unit on the 27th floor.

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 November 2024. The plans were approval with the NYC Department of Buildings on June 30th, 2025, DOB application NB121204419. 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.

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.

A temporary certificate of occupancy may be obtained by the sponsor prior to the units closing and prior to the permanent certificate.

C. Site:

1. Size: The construction site area consists of Tax lot #4. The zoning lot is an irregular shaped lot having frontage of 55.27’ on 6th Avenue and a depth that varies with 127’1” on the Northern portion and 100’ on the southern portion of the property. The zoning lot area is 7,718 S.F.

2. Number of Buildings: The proposed building is the only structure on the property. The proposed building consists of 27 stories with bulkheads. It is used for residential occupancy with 94 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.

4. Streets: Street repaving as required under the BPP which was approved on September 3rd, 2025, Job #: 141027564 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 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, Studio/Yoga, Package Room, Lounge, 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:

(i) 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 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, 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's 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 3-ft to 5-ft thick in boring locations. It generally consisted of a mixture of fine sand, and silt with varying amounts of boulder fragments. N-values obtained from SPT samples varied from 6- and 16-bpf. The Uncontrolled fill was considered Class 7 according to the New York City Building Code 2022 (per the NYCBC).

(ii) Sandy Silt and Silty Sand [Class 5a, 5b, 3a, 3b, and 6]

Sandy silt and silty sand was found immediately below the uncontrolled fill layer. The thickness of this layer varies from about 14-ft to 17-ft and it exists at depths ranging from 17-ft to 20-ft below grade. It generally consists of various grades of sand and silt with some clay encountered at the bottom of the layer. N-values range from 7- and 82- bpf. This stratum is considered Class 5a, 5b, 3a, 3b, and 6 per the NYCBC.

(iii) Decomposed Rock [Class 1d]

The decomposed rock stratum was found immediately below the sand and silt stratum at the depths ranging from 23-ft to 30-ft below grade. Generally, the decomposed rock stratum consisted fine-grained-rock pieces between 2-in and 8-in. The N values reached refusal. This stratum was classified as “soft rock” and was designated as 1d per the NYCBC.

(iv) Biotite Schist Bedrock [Class 1b & 1c]

Competent Biotite Schist bedrock was encountered below the decomposed bedrock in all of the borings at depths ranging from 23.5-ft to 30-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 65% to 100% and rock quality designation values ranging from 38% to 90%. This stratum was classified as “Medium-Hard Rock” or “Intermediate Rock” and was designated as Classes 1b and 1c per the NYCBC.

(v) Groundwater

Groundwater was encountered at the depth of 23-ft (El. 18+/- NAVD88) below existing grade in boring location LB-03 (OW) during the subsurface investigation. The groundwater table may

vary with weather conditions, seasonal factors, or other unknown conditions.

(vi) Environmental:

Property does not have environmental restrictions. There are no hazardous conditions, hazardous materials, or environmental conditions.

(vii) 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.

The project is not located in an area designated as a flood zone by an local, state, or federal agency.

F. Landscaping & enclosures for the building:

1. Grass Cover:	There is grass cover at the rear of the building
2. Trees:	Existing sidewalk on 6th Avenue has no existing trees that require protection within 50' of the property as per NYC Parks Department. As per the Parks Department drawings which were approved on June 18th, 2025, there will be one tree planted on site and the sponsor will pay into the tree fund for one (1) tree 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. Fencing:	There is fencing on the 2nd floor terrace and also on the main roof. Fencing is 6' tall and is a redwood fence with pickets spaced 4" o.c.
4. Gates:	There are no gates
5. Retaining walls:	There is a 12" thick poured in place concrete retaining wall located at the northeast portion of the cellar level. This wall is 11' tall.
6. Display pools:	There are no display pools

G. Building Size:

1. Total height:	The total height of the building from average sidewalk elevation to the top of roof structure is approximately 300'. Setback is at 79' 10". Roof over stairs and elevator bulkheads are approximately 328' 8" 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 27 floors above base plane elevation with a total height of 300'. 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'. There is a mechanical mezzanine floor located between the 1st and 2nd floor. Open to below space must remain as "open to below" and may not be infilled at a later date to create additional floor area.

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 2nd 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 consists of drilled caisson piles socketed into Class 1C rock. Caisson piles have compression capacity varying between 200- and 1140-tons and tension capacity varying between 130- and 600-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 10" thick concrete pressure slab over a minimum of 6" of crushed stone.

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 north and south lot lines.

Typical floor slabs are 8" thick. Several columns slope over various floors to follow layout changes and in some slabs (where setbacks have occurred), concrete beams are used to support slab edges. Floor slabs, columns ,and shear walls are all composed of 6,000 psi concrete. 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. There is floor underlayment. There are no ceiling resilient channels. Compliance with IIC rating for impact/structure-borne noise has been met with the 8" concrete slab. Complete floor to ceiling assembly is as follows: 8" concrete slab, ¼" rubber flooring underlayment, Engineered Wood Flooring by Vandyck - White Oak ¾" thick.

2. Exterior walls:

The front exterior wall within the base height of 85' are comprised of masonry brick and UHPC precast panels. Wall construction comprises of 3 5/8ths thick brick veneer with Stainless Steel Adjustable Truss Seismic Interlock System with a cavity wall, 2 1/8" thick XPS rigid insulation (min R-12), continuous air and moisture barrier, and 5/8" glass mat sheathing on the exterior. 5/8" G.W.B on the interior side, 6" 16-gauge metal studs 16" O.C with R-19 Batt Insulation. There are also UHPC precast panels at certain locations on the façade. Wall Construction at these locations will consist of UHPC Panels with masonry anchors with sealing washers over a 1" cavity, 2 1/8" thick XPS rigid insulation (min R-12), continuous air and moisture barrier, 5/8" dense board sheathing, 6" 16-gauge metal studs with R19 Batt Insulation on the exterior side and on the interior with 5/8" gypsum board. 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-11 Batt Insulation, 7 5/8" CMU or Dur-O-Wal 32" o.c and #5 rebar, continuous air and moisture barrier (seal all penetrations) with 3" CI Min R-15 rated Rigid Insulation. Expansion Joint assembly with bellows and flashing with expand-o-flash joint cover will be installed to cover the gap between the buildings. The front exterior wall above the 7th floor is decorative metal panels construction from Aluminum finished with 3-coat fluoropolymer. The rear exterior wall is finished with EIFS. At the bulkhead level, there is a combination of Aluminum Panel and EIFS exterior wall finishes.. The north side exposed wall is Aluminum panel wall. The south side exposed wall above the neighboring building is aluminum panels and EIFS finish.

The adjacent property to the south on Avenue of the Americas is occupied by a 6-story brick and masonry building with a basement. The adjacent property to the north on Avenue of the Americas is occupied by a 24-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 3"

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# 121204419.

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 consists of fixed and casement operable windows providing light and ventilation to the front living rooms and bedrooms. Windows are Manufactured by KM AL380 Flat Insulated System. Window Glazing is by WHTB Glass and shall be triple pane system comprised of the following: WHTB 6mm Extraclear Float Glass (ZD48 #2 FT): Gap: ½" Warm Edge, 10% air, 90% argon; 4mm Clear Float Glass: Gap: ½" Warm Edge, 10% air, 90% argon: 6mm Extraclear Float Glass. Total Unit is 1 5/8" in width and has a U-value of 0.19, SHGC of 0.26, OITC Rating of 35.

(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 KM AL380 Flat Thermally Broken Side Hinge Door System 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 Glazing is by WHTB Glass: WHTB 6mm Extraclear Float Glass (ZD48 #2 FT); Gap: ½" Warm Edge; 10% Air, 90% Argon; 4mm Clear Float Glass; Gap: ½" Warm Edge, 1-% Air, 90% Argon, 6mm Extraclear Float Glass. Total Unit is 1 5/8" inch width and has a U-value of 0.19, SHGC of 0.26, OITC Rating of 35. Doors will have the following:

i. Door Hinges: CMECH Adjustable Flush Fit Hinges Four (4)

ii. Door Handles: CMECH Double Berlin Handle (interior and exterior)

iii. Latch Set:CMECH Active Multi-Point Lock Oval Thumb Turn Brass Cylinder. O/C 4A elektostriker in black color Cylinder with Key ISEO silver color Door Closer G-U, OTS736 Black Color

(e) Window grade and class shall comply with requirements of "AAMA" Grade and Performance Class AW – PG60. U factor for fixed windows and operable windows to be 0.19. No window screens will be provided. Thermal break system is provided:

(f) Window warranty: installation is guaranteed by the contractor for a maximum of one year. Window materials are warrantied 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.

There are Lot Line windows on the South elevation and constitute less than 10% of the area of the wall on the 7th- 27th 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 842 6th Avenue 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. There are two (2) separate lot line windows on the South Elevation. The lot line windows measure 3'9" x 8' 10", The windows comprise 45 sf which is less than 10% of the wall area on the south elevation. 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 75' or the 6th floor as required.

4. Parapets and copings: The parapets at the 7th floor front terraces are constructed from face brick backed with 8" cast-in-place concrete wall with EIFS finish on the inside and metal coping on top. The parapet on the roof are constructed from Aluminum panel backed with 8" cast-in-place concrete wall with EIFS finish on the inside and metal coping on top. The parapet at the 1st and 2nd floor rear terraced are constructed from 8" concrete block with EIFS finish on the inside and metal coping on top.

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 thru M-305.

6. Balconies and terraces:

(i) There are private balconies on the 3rd – 6th and on the 7th – 26th floor. 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, and a traffic coating. On the east elevation the finish of the balconies will be base ply and finished ply roofing with a traffic coating. This roofing 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 1st and 7th floors and on the main roof. One (1) private terrace on the main roof is allocated to Unit PHA and is separated from the building amenity terrace by a 6' high red wood fence. The other private terrace is allocated to unit PHB. Each private terrace will have one (1) BBQ and one (1) sink. There is an area

on the main roof residential common terrace measures 604.23 sf and has occupancy for 4 people. The deck finish of all roof terraces will be the following: base ply and finished ply roofing, ½" drainage mat, 6" Min Cl R-33 rigid insulation and concrete 2'x2' set on pedestals This roofing and paver system is suitable for daily foot traffic acceptable by manufacturers to maintain roofing warranty. The common roof terrace will be listed as accessory to residential in the schedule A. The common roof terrace will have one (1) electric BBQ, one (1) sink, seating area for residents, and will have planters. 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 lineal force of 50 lbs/ft. and a concentrated load of 200 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 or approved equal. 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: Metal coping will be installed on main roof terrace parapets. Copings will have corrosion resistant anchors..

(v) Soffits: The underside of the soffit will be constructed from EIFS 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) Terraces located on the 1st, 7th, 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.

(vii) Doors to balconies and terraces:

See Section 3-D

(a) Exterior metals are corrosion-resistant (stainless steel / Galvanized Steel / Aluminum).

(b) 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 Avenue of the Americas. 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 matt black 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 canopy above the front entrance constructed by steel structure attached to the main building structure with Stainless Steel bolts and anchors. Steel canopy frame will be wrapped by decorative metal panel

(v) Service Entrances: There is one service entrance for the building located on Avenue of the Americas adjacent to the main building entrance. Service entry doors will measure 8'10" x 3' 4 ¾" for one leaf and 3' 5 ¼" for the second leaf' and will be constructed from Reynaers Aluminum N.V CS 77 Pivot Double 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 604.23 sf and has an allowable occupancy of 4 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 are two private terraces located on the main roof of the building for unit PHA and PHB. Each will have, sink, electric BBQ, Separation of private roof terrace from recreation terrace for tenants is by 6' high wood fence. Rooftop terrace is finished with concrete pavers 2'x2''2" thick set on adjustable pedestals.

(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.

(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 1st, 7th, 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 two skylights located on the bulkhead roof of the building. Skylight will be manufactured by GlassOne Group and consists of 1 ½" IG (1/2" laminated exterior, 5/8" air space, 3/8" Laminated Interior) glazing with U factor of 0.25, a SHGC Factor of 0.35, and an OITC rating of 37. Skylight will measure 9' x 6.5' and will consist of an aluminum panel frame with aluminum cover, snap on cover pressure bar, and aluminum mullion and will sit on top of a concrete curb.

(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 604.23 sf with a maximum occupancy of 4 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.

(xvi) The building has a sustainable roofing exemption due to having recreation area and mechanical equipment located on the roof.

8. Yards and Courts:

(i) There is no inner court. There is a partial outer court located at the rear of the building.

(ii) Drainage: There is a drain located at the outer court. 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. 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. The perimeter of the outer court is poured in place concrete building foundation wall.

(v) Fence: There is no fencing at the outer court area.

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

(i) Entry & Exit Stair: There is a commercial entry and exit stair "Stair E" located at the rear of the commercial space and is intended for the commercial store only. 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

(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 consist of 1 5/8" diameter schedule 40 steel pipe mounted on each wall of the two stairs.

(vii) There are convenience stairs (Stair C and Stair D) that are located in Unit PHA and PHB that serve as access to the private terrace rooftop accessory to residential for these units. These stairs are not egress stairs; they are solely intended for use to access the private terrace. They are made of wood stringers 2"x10" bolted to the concrete floor as required with a SS Wall mounted handrail with a ½" tempered glass guardrail set in a aluminum shoe. Stairs are finished with hardwood finished flooring. Stairs do not contain winders treads.

10. Interior doors and frames:

(i) Unit entrance: Wood Fireproof door with fireproof door core with an HPL fireproof adhesive strip. Door frame is also fireproof rated Wood Color Manufactured by Qi'an Door Industry Co. or approved equal. Door hardware includes Door to be 1.5 hr fire rated.

4	Hinge (spring)	SS039A
1	Lockset	SF105MC7438-32DLH
1	Threshold	as per architect detail
1	Sweep	FQ-E-006-A
1	Door Guard	DG001 Stainless Steel
1	Door viewer	Model 62.601.001 Stainless Steel
1	Protection Plate	605SMS

(ii) Doors to bedrooms/bathrooms: Will be painted wood frame around plywood painted wood doors

(iii) Corridor and Stair Hall doors and frames: Hollow metal door and frame constructed from 1.2mm galvanized steel plate, door leaf is 0.8mm galvanized steel plate and door leaf is fireproof door core. Door is manufactured by: "Qi'an Door Industry Co." or approved equal. Doors to be 1.5 hr fire rated.

4	Hinge	SS Spring Hinge Model

		SS039A"
1	Lockset	ML2067-NSA Mortise Lock
1	Passage Set	ML2010 Mortise Passage
1	Doorstop	DH015
1	Threshold	as per architect detail

(iv) Roof doors and frames. Hollow metal door and frame constructed from 1.2mm galvanized steel plate, door leaf is 0.8mm galvanized steel plate and door leaf is fireproof door core. Door is manufactured by: "Qi'an Door Industry Co." or approved equal. Doors to be 1.5 hr fire rated.

(v) (vi) Hollow metal door and frame constructed from 1.2mm galvanized steel plate, door leaf is 0.8mm galvanized steel plate and door leaf is fireproof door core. Door is manufactured by: "Qi'an Door Industry Co." or approved equal. Doors to be 1.5 hr fire rated.

(v) .

(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 S&Q Elevator Inc. The elevators are gearless traction elevator with a capacity of 3,500 lbs and a 700 FPM speed. The elevator will service 28 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	700 fpm

Stops	28
Floors Served (Front)	Cellar, 1-27, Roof
Machine Type	Gearless Traction
Machine Location	Machine Above
Travel	311’0”
Car Inside Dimensions	5' -3/4” X 6'-8 3/4"
Hoist way Dimensions	8’ 8” X 7' 10”
Overhead	18' 4”
Pit Depth	5' 6”
Machine Room Height1	7'-4"
Compensation	Not Required
CWT Safeties	Not Required
Cab Height	9'-0"
Cab Fixture	Recessed light & light strip reflection
Cab Ceiling	Ivory White Paint & Champagne gold sandblasted stainless steel frame
Cab Handrails	Champagne gold sandblasted Stainless Steel
Cab Door Panels	Bronze
Cab Wall Panels	Silk Glass & Wood Veneer
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	320V/101 Amps/68.8 HP/115.6 RPM
Line Voltage	160
Heat Release	1290 Btu per hour

Designation	PE2
Number of Cars	1
Car Use	Passenger/Service
Capacity	3500 lbs
Tripping Speed	700 fpm
Stops	28
Floors Served (Front)	Cellar, 1-27, Roof
Machine Type	Gearless Traction
Machine Location	Machine Above
Travel	311’0”
Car Inside Dimensions	5' -3/4” X 6'-8 3/4"
Hoist way Dimensions	8’ 8” X 7' 10”

Overhead	18' 4”
Pit Depth	5' 6”
Machine Room Height1	7'-4"
Compensation	Not Required
CWT Safeties	Not Required
Cab Height	9'-6"
Cab Fixture	Recessed light & light strip reflection
Cab Ceiling	Ivory White paint & Champagne gold sandblasted stainless steel frame
Cab Handrails	Champagne gold sandblasted Stainless Steel
Cab Door Panels	Bronze
Cab Wall Panels	Silk Glass & Wood Veneer
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	320V/101 Amps/68.8 HP/115.6 RPM
Line Voltage	160
Heat Release	1290 Btu per hour

(ii) The management company will establish elevator maintenance contract.

(iii) Lighting: recessed light & light strip reflection

(iv) 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

(v) 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 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. Commercial refuse storage is separate from the residential refuse storage and the pickup for the commercial refuse will be done by a private carting service.

2. Laundry: Each unit has a washer/dryer (vent-less). The unit washers are manufactured by Samsung 24" Front Load Washer – White model number: WW25B6900AW. Matching Samsung ventless dryer "heat pump" White model number: DV25B6900HW. Dryers are electric. Dryer and Washer will be stacked and are 24".

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 approximately 135 sf and has a maximum occupancy of 1 person. There are five (5) individual storage units. Four (4) of these storage units measure approximately 4'6" x 3' with metal mesh doors that close off each unit. One (1) storage unit measure 3'11" x 8'6". 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 wall. 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. Bike Storage: There is bike storage provided in the cellar. Bike storage room has an approximate area of 630 sf and is an irregular shaped room. Maximum occupancy of three (3) people. The bike storage room is located off the building corridor and will have a 1.5 hr. fire rated self-closing door that will be accessed via key fob. The bike storage room exterior walls are constructed from 12" thick poured in place concrete on two sides and a 2-hr. fire rated wall partition comprising of 2 layers of 5/8" fire code C gypsum board on either side with 2" sound insulation in-between fastened to 3 ½" 16-gauge metal studs 16" o.c. The bike storage room will have a vertical bike rack system for securing 33 bicycles.

5. Pet Spa: There is a pet spa center located in the cellar that has an approximate area of 70 sf and has a maximum occupancy

of 1 person. The pet spa room is accessed from the cellar lounge vestibule via a common corridor and has a 1.5 hr. fire rated self-closing door. The pet spa room exterior walls are constructed from 12" thick poured in place concrete on two sides and a 2-hr. fire rated wall partition comprising of 2 layers of 5/8" fire code C gypsum board on either side with 2" sound insulation in-between fastened to 3 ½" 16-gauge metal studs 16" o.c.

6. Co-working Room

There is a co-working room in the cellar which has an approximate area of 542 sf with a maximum occupancy of 11 people. Co-working room is accessible through the common corridor.

7. Residents Lounge:

There is a resident lounge/amenities room has two levels; a portion of the resident lounge/amenities is located in the cellar with an approximately area of 818 sf. The resident lounge is accessed from the common corridor and has a maximum occupancy of 17 people and will be finished with seating. Adjacent to the lounge are two separate powder rooms that are located off the corridor and will have 1.5 hr. fire rated self-closing door. The walls of the resident lounge/amenities room are comprised of 12" poured in place concrete foundation wall on one side, aluminum and glass partition on another side with access to the resident lawn, and 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. on the other side separating the powder rooms from the lounge area. A portion of the resident lounge/amenities room is located on the 1st floor which is accessible from the main building corridor. This portion of the resident lounge/amenities room is 696.85 sf and has a maximum occupancy of 14 people. There is a convenience stair located in this space for the residents to go between the upper level on the 1st floor and the lower level in the cellar. This convenience stair is a spiral staircase and is constructed from metal with vertical metal posts 30x50mm extending from the cellar floor to the upper level. There will be a wooden handrail attached to the vertical metal balustrades. There is a decorative spiral rail that is connected to the 3" wide outer metal ring beam. Within the amenities lounge in the cellar area, there is a pantry kitchen for the residents' use. The pantry kitchen will include a, dishwasher, wine cooler and water dispenser.

8. Conference Room: There is a conference room located in the cellar of the building. The conference room has an area of 293.43 sf and has a maximum occupancy of 6 people. The conference room will have a conference table and chairs for residents use. The exterior walls of the conference room are poured in place concrete 12" thick and will have a 1.5 hr. fire rated self-closing door. The conference room will be accessed from the coworking area and the residents' lounge

9. Garden: There is a garden located at the rear of the building which is accessible from the residents' lounge. This rear garden has an area of 674.49 sf and has a maximum occupancy of 14 people. The rear garden will be comprised of consist of Eco Roofs Eco Standard Trays green roofing system 12" x 24" 3.5" deep which will contain soil and grass. There will also be concrete pavers on pedestals to serve as a walkway through the garden with benches built in and seating on either side. The perimeter walls of the garden are 12" poured in place concrete foundation walls of the building.

10. Gym: There is a gym located on the 2nd floor with an area of 1,500 sf with a maximum occupancy of 30 people. The gym is located in the front of the building and is accessible from the common corridor and through a 1.5 hr. fire-rated self-closing door. A list of gym equipment and finishes are located in the unit information portion of the report.

11. Co-ed Spa: There is a spa located on the 2nd floor that consists of a steam room, a sauna room, a cold plunge, changing rooms, lockers, showers, and toilets for men and women. The spa is accessed through a glass door from the common corridor. The total size of the rooms comprising the spa is approximately 900 sf with a maximum occupancy of 9 people. The exterior walls of the Spa area are constructed from 12" thick poured in place concrete on two sides and a 2-hr. fire rated wall partition comprising of 2 layers of 5/8" fire code C gypsum board on either side with 2" sound insulation in-between fastened to 3 ½" 16-gauge metal studs 16" o.c.

12. Relaxation /Yoga/ Room

There is a relaxation room located on the 2nd floor with an area of 300 sf with a maximum occupancy of 7 people. The relaxation room is accessed through common corridor and through a 1.5 hr fire-rated self-closing door.

The yoga/mediation room is 257 sq with a maximum occupancy of 6 people and will be separated from the relaxation room by a glass panel door.

13. Outdoor Lounge: There is an outdoor lounge located on the 2nd floor of the building. The outdoor lounge has an area of 690 sf and a maximum occupancy of 14 people. The outdoor lounge is adjacent to the yoga and relaxation room and is accessible through the main corridor or through two doors from the yoga and relaxation room. The outdoor lounge is separated from the mechanical area by a 6' tall wood fence. There will be concrete pavers 2'x2' set on pedestals over waterproofing. There is one (1) roof drain located in the outdoor lounge that is connected to the building sewer system. There is a small green roof area comprised of consist of Eco Roofs Eco Standard Trays green roofing system 12" x 24" 3.5" deep which will contain soil and grass.

14. Terrace: There is a terrace located on the 2nd floor of the building. The terrace has an area of 240 SF and has a maximum occupancy of 5 people. The terrace is located adjacent to the party room and is accessible through a 4'6" gate through the outdoor lounge area. This gate will be open and accessible to residents. There will be concrete pavers 2'x2' set on pedestals over waterproofing. There is one (1) roof drain located in the outdoor lounge that is connected to the building sewer system.

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. Package Alcove: There is a package room located adjacent to the lobby approximately 8'1" deep by 9' 3" wide. Package room

has a 1.5 hr fire rated self-closing door and is accessed via the building attendant.

17. Mail Room: There is a mail room located adjacent to the lobby approximately 14'7" x 10' 5". Mailboxes are manufactured by Salsbury Model #: 3710D – 10AFU in black finish or approved equal.

J. Plumbing and Drainage:

1. Water Supply:
   a) There will be (2) two DEP approved water services. One (1) 3-inch domestic water service & one (1) 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 to meet or exceed Building Code requirements. Cover all hot water pipe and all cold-water pipe with Manville micro-lok AP-T plus fiberglass insulation or equal. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers or equal. Thickness of insulation shall meet or exceed Energy Code requirements 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, all common spaces, and below grade spaces are to be fully protected (with area exemptions as allowed by code).

   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 Heads: UL approved quick response, pendant, upright and sidewall sprinkler heads provided in mechanical spaces and amenity spaces. UL approved residential style pendant and sidewall sprinkler heads provided in all dwelling units and corridors connecting dwelling units.
Location: Provided throughout the Building. Entire Building is protected by sprinklers, except in areas not required to be sprinklered by Code.

d) Fire department connections: Located as per NYC Building Department requirements at the 1st floor facade. The finish to be Polished Bronze or Brass with caps painted green. Two connections are provided as required by NYC Building Code for high rise buildings.

f) Fire Pump: 500 GPM, working pressure 190 PSI, Horsepower 100 HP, Manufacturer & Model number: Peerless, model 4AER12A UL listed vertical inline fire pump or equal.
Warranty: standard warranty extends for twelve months from date of shipment.

g) Jockey Pump: 10 GPM, working pressure 205 PSI, Horsepower 3.0 HP, Manufacturer & Model number – Peerless model CR3-17 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 a triplex constant pressure booster system to feed the building's three zones of water supply for entire building. The booster pumps system will be a lead/lag triplex water booster pumps each pump at 120 GPM, 338 ft. head, 22.5 HP as manufactured by Syncroflo Model #80VMS140BP-FWB-GAF pump or an alternate acceptable manufacturer. Master PRV stations are located at the upper floors of the building to split the residential portion of the building into three zones.

Warranty: standard warranty extends for twelve months from date of shipment.

b) The Hydrant flow test provided by NYC DEP dated 05/05/2025 indicates a static pressure of 44 PSI with a residual pressure of 43 PSI with 500 GPM flowing.

c) Hose bibs and trap primers in the common areas of the cellar level will operate on street pressure.

d) The domestic static water pressure within the apartments will be maintained by the booster pump systems between approximately 80 PSI max at the lowest floor in a zone and 40 PSI min at the highest floor within a zone.

e) Maximum pressure at any fixture will be 85 PSI as required by NYC code.

f) All domestic water piping including cold and hot water return shall be copper, insulated and sized as required by Code. Cover all hot water pipe and all cold-water

pipe with Manville micro-lok AP-T plus fiberglass insulation or equal with thickness as specified on contract drawings. Fittings and valves shall be insulated with Manville Zeston 2000 PVC insulated fitting covers or equal.

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 10-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 Magnus with pump model # TMP-1/2HP-GAF or equal, at 50 GPM, 21 ft. head, 1hp.
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 Application#SCM-1980/25. Approved on 9/30/25.

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 8/12/25, approval # 25103996.

7. Storm drainage system:

a) Detention tank.
Concrete detention tank area of 97.5 sq.ft (12'-7"x.7'-9"), located in the cellar, drained by duplex submersible storm pump system to 8" storm main within the building. Active storage depth is 11, total capacity – 1,072 cu.ft or 8,019 gal.

Detention Tank Pump: Duplex with each pump rated at 22.3 GPM, 15.9 ft. head, Model Number: S-1.25R-.25-2-1A (Federal Pumps), .25 HP.
The material of the 8" storm main is EHCI, to be connected to a new 10" combined sewer main to city sewer at 6th Avenue with a slope of 1%.

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) All areas above grade will flow by gravity.

d) All leaders will be cast iron with No-hub fittings.

e) The storm drainage from areas under Cellar level will be pumped by Sump Pump to the building storm drainage system. A simplex storm water sump pump will be manufactured by Stancor with pump model # SV-40-GAF, at 25 GPM, 16 ft. head, 8/10hp. or an alternate acceptable manufacturer.

Warranty: standard warranty extends for twelve months from date of shipment.

f) Elevator pits Sump Pump: 50 GPM, 20 ft. head, Model Number: SE50 (STANCOR), ½ HP, 3,600 RPM with oil minder controls.
Warranty: standard warranty extends for twelve months from date of shipment.

K. Heating Systems:

1. HEATING SYSTEM
    a. The heating system within the units will be forced air heat pump/recovery systems and will be designed to maintain an indoor temperature of 70 deg. F. when the outdoor temperature is 13 deg. F.DB within the normal conditions as per ASHRAE standards (99 %).

2. BOILERS
    a. There are no boilers planned for the project.

3. MANUFACTURER OF HEATING SYSTEM
    a. The specified air conditioning system will be VRF heat pump/heat recovery systems, as manufactured by Mitsubishi. Condensing unit capacities, areas that are served by each system (i.e. – Residential, Common areas, Amenity Spaces) are scheduled in sheet M-601. VRF condensing units are provided with a 1 year parts warranty and 7 year compressor warranty.

4. Air handlers within residential units will be ducted ceiling mounted horizontal type and will be equipped with wall mounted room thermostats.

5. Heating will be created through the heat pump refrigeration cycle by extracting heat from the refrigeration lines. Dedicated Variable Refrigerant Volume heat recovery systems are provided for each residential floor. A separate heat pump system is provided for the 1st floor unit.

6. Air duct insulation –Supply-and return air ducts and plenum insulation shall be one of the following:

    a. Glass-Fiber Blanket: Minimum R-6.
    b. Glass-Fiber Board: Minimum R-6.
    c. Flexible Elastomeric: Minimum R-6.

7. Pipe insulation –Refrigerant piping insulation shall be one of the following:

    a. Foamed Cellulose: Minimum 1” thickness.
    b. Flexible Elastomeric: Minimum 1” thickness.

8. Domestic hot water for all apartments shall be provided by a Daikin Mega-Q Split Type Air Source Heat Pump (ASHP) Domestic Hot Water System or approved equal.

The system shall consist of four (4) indoor cascade heat pump units arranged in a stacked 2x2 configuration with factory-installed primary circulation pumps, one (1) double-wall brazed plate heat exchanger (NSF 61 rated), and two (2) 250-gallon glass-lined, NSF-rated potable water storage tanks (500 gallons total storage) maintained at 155°F. System performance shall provide up to 6,990 GPD at 110°F supply temperature and satisfy 1,062 GPH peak demand for 120 minutes (17.71 GPM at 110°F for two hours).

System shall include two (2) NSF-rated DHW recirculation pumps (N+1 redundancy), one (1) HEAT-TIMER ETV Platinum Plus automatic mixing valve (3/4" or approved equal), one (1) 100-gallon buffer tank, expansion tank, air separator, valves, instrumentation, sensors, flow switches, and associated controls

a. Warranty:

A. 5 Year Parts Warranty.

9. 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 water recirculation will be reheated by an instant hot water heater, EEMAX model PRO24240, 24 kW; energy efficiency rating 0.98 EF, 208V, 3 PH, 6GPM @ 20 degree delta.
    a. Hot water Heater for fitness area: will be provided by an Storage tank, electric water heaters made by AO. SMITH, model #DEN-80, 12 kW;, level 1 Mez floor MEP room .
        i. Warranty is provided by AO. SMITH:
            1. 3-Repairs or replacements for defects in the tank during the first three years.

    b. Hot water for two (2) bathrooms cellar level will be provided with 20GAL Hot Water Heater made by AO. SMITH, Model # DEL-20, 1.5kW, located at gen. closet C-012 @ cellar level
    c. .
        i. Warranty is provided by AO. Smith:
            1. Repairs or replacements for defects in the tank during the first three years.
10. Heating of Public Space:

    a. Public and Amenity spaces shall be served by a dedicated/common VRF heat recovery condensing unit, which feeds the individual air handlers in each zone.

b. The building lobby will be provided with a ceiling concealed ducted air handler that will provide forced hot air. A dedicated electric fan coil unit is provided for the vestibule.

c. The Mail Room, Ground Floor Elevator Lobby, Amenity Fitness, Spa and Cellar/Ground/2nd Floor Lounge Areas will be provided with ceiling concealed ducted air handlers that will provide forced hot air.

d. The ground floor Package room and Cellar Pet Spa will be provided with a ductless ceiling cassettes that will provide forced hot air.

2) Electric unit heaters shall be provided for the Back of House cellar spaces, secondary entrances, mechanical spaces and stairwells.

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 4" in size shall be Schedule 40 ASTM, A53A black steel with screwed malleable iron fittings. All gas piping larger than 4" in size shall utilize welded fittings.

M. Air Conditioning:

1) TYPE OF SYSTEM
The cooling system for the Unit interiors will be forced air heat pump/recovery systems and will be designed to maintain an indoor temperature of 75 deg. F. when the outdoor temperature is 92 deg. F.DB within the normal conditions as per ASHRAE standards (0.4 %).

2) MANUFACTURER OF COOLING SYSTEM
The specified air conditioning system will be VRF heat pump/heat recovery system as manufactured by Mitsubishi. Condensing unit capacities, areas that are served by each system (i.e. – Residential, Base Building, Amenity Spaces) are scheduled in sheet M-601. VRF condensing units are provided with a 1 year parts warranty and 7 year compressor warranty.

3) CONDENSERS
The building will be provided with thirty-two (32) condensing units, all of which shall be located on the 2nd floor setback roof, main roof and bulkhead roof. The electricity consumed for Heating and Cooling of the residential units will be allocated directly to each condo owner, through the use of Mitsubishi Energy Apportionment software and dedicated watt hour meters. Sub-metered data is billed to respective condo owners. Schedule Listed Below:

UNIT NO.	LOCATION	SYSTEM	COOLING CAPACITY (MBH)	HEATING CAPACITY (MBH)	EFFICIENCY			SOUND DATA (DBA)	MODEL
					EER/IEER	SEER2/ EER2	SCHE		
ACCU-C-1	2ND FL ROOF	HEAT RECOVERY	96	108	11.8/22.2	-	25.9	76	TURYE0963AN41AN
ACCU-1-1	2ND FL ROOF	HEAT RECOVERY	96	108	11.8/22.2	-	25.9	76	TURYE0963AN41AN
ACCU-1-2	2ND FL ROOF	HEAT PUMP	36	42	-	18.5/12	-	49	MXZ-SM36NL
ACCU-2-1	2ND FL ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1203AN41AN
ACCU-IT	2ND FL ROOF	HEAT PUMP	12	13.6	-	26.3/13.8	-	49	PUY-AK12NL
ACCU-3-1	2ND FL ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1443AN41AN
ACCU-4-1	2ND FL ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1443AN41AN
ACCU-5-1	2ND FL ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1443AN41AN
ACCU-6-1	2ND FL ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1443AN41AN
ACCU-7-1	2ND FL ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1203AN41AN
ACCU-8-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-9-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN

ACCU-10-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-11-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-12-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-13-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-14-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-15-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-16-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-17-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-18-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-19-1	ROOF	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-20-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-21-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-22-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-23-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-24-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-25-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-26-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN
ACCU-27-1	BULKHEAD	HEAT RECOVERY	120	135	12.6/-	-	25.3	80	TURYE1204AN41AN

ACCU-EMR	BULKHEAD ROOF	HEAT PUMP	48	54	-	16/10.5	-	-	NTXMSH48A182BA

4) AIR HANDLERS
All air handlers, as described in Section K, provide cooling to their respective spaces. Schedule Listed Below:

UNIT NO.	QUANTITY	LOCATION	UNIT TYPE	TOTAL COOLING (MBH)	TOTAL HEATING (MBH)	SOUND DATA (DBA)			EVAPORATOR MODEL
						HI	MID	LO	
AHU-A	SEE PLAN	RESIDENTIAL	CEILING CONCEALED	18	20	39	35	31	TPEFYP018MA145A
AHU-B	SEE PLAN	RESIDENTIAL	CEILING CONCEALED	15	17	34	31	27	TPEFYP015MA144A
AHU-C	SEE PLAN	RESIDENTIAL	CEILING CONCEALED	12	13.5	34	30	26	TPEFYP012MA144A
AHU-D	SEE PLAN	RESIDENTIAL	CEILING CONCEALED	8	9	30	28	24	TPEFYP008MA144A
AHU-C-1	1	AMENITIES	CEILING CONCEALED	30	34	43	39	35	TPEFYP030MA144A
AHU-C-2	1	COWORKING AREA	CEILING CONCEALED	18	20	39	35	31	TPEFYP018MA145A
AHU-C-3	1	CONFERENCE ROOM	CEILING CONCEALED	18	20	39	35	31	TPEFYP018MA145A
AHU-C-4	1	PET SPA	CEILING CASSETTE	8	9	-	-	-	PLFY-L08NFMU-A
AHU-1-1	1	ELEVATOR LOBBY	CEILING CONCEALED	8	9	30	28	24	TPEFYP008MA144A
AHU-1-2	1	LOBBY	CEILING CONCEALED	24	26	34	31	27	TPEFYP024MA144A
AHU-1-3	1	MAIN LOBBY	CEILING CONCEALED	36	40	43	39	35	TPEFYP036MA144A
AHU-1-4	1	FRONT DESK	CEILING CASSETTE	5	5.6	30	28	26	TPLFYP005FM140B

AHU-1-5	1	TRASH ROOM	CEILING CASSETTE	5	5.6	30	28	26	TPLFYP005FM140B
AHU-2-1	1	GYM	CEILING CONCEALED	36	40	43	39	35	TPEFYP036MA144A
AHU-2-2	1	GYM	CEILING CONCEALED	36	40	43	39	35	TPEFYP036MA144A
AHU-2-3	1	WOMEN'S CHANGING RM	CEILING CONCEALED	6	6.7	30	28	24	TPEFYP006MA144A
AHU-2-4	1	COED SPA	CEILING CONCEALED	8	9	30	28	24	TPEFYP008MA144A
AHU-2-5	1	YOGA/MEDITATION	CEILING CONCEALED	18	20	39	35	31	TPEFYP018MA145A
AHU-2-6	1	RELAXATION ROOM	CEILING CONCEALED	18	20	39	35	31	TPEFYP018MA145A
AHU-2-7	1	RELAXATION ROOM	CEILING CONCEALED	6	6.7	30	28	24	TPEFYP006MA144A
AHU-IT	1	TELECOM ROOM	WALL MOUNTED	12	13.6	31	26	21	NTXWPH12B112AA
AHU-EMR	2	BULKHEAD	WALL MOUNT	24	27	49	-	39	PKFY-P24NKMU-E2

5) The Elevator Machine Room located at the bulkhead roof level shall be provided with heating and cooling via a dedicated Mitsubishi split system, with ductless wall mount air handlers.

6) All rooftop equipment will be provided with vibration isolation required as per specification

7) All exterior metals, including fasteners shall be corrosion resistant.

8) All rooftop piping will be insulated as required by the specification and NYC Energy Code (by application of Appendix CA Modified ASHRAE 90.1-2016).

9) Warranty
   a. VRF City-Multi Standard Warranty is 1 year parts, 7 year compressor from the time of startup. VRF City-Multi Extended 10-Year Parts/Compressor and 1 year Labor Warranty will be applied if the following requirements are met:
   b. Installing Contractor completes a certified Trane-Mitsubishi 3-day City-Multi Installation/Service Course, and documents attendees and date of completion.

c. The system is designed by a certified Diamond Designer using Diamond System Builder™
d. The contractor generates a complete and approved METUS Extended Warranty Process Report from the Diamond System Builder software.
e. Installing Contractor is responsible for completion of Diamond System Builder warranty filing and final submission to METUS Extended Warranty Department.

10) Nv&P Series Standard Warranty is 5 year parts, 7 year compressor from the time of startup. Nv&P Series Extended 10-Year Parts/Compressor Warranty will be applied if the product is installed in a residential application and registered within 90 days of installation. See Nv-Series and P-Series Limited Warranty Policies for details

N. Ventilation:

1) Mechanical ventilation shall be provided for all residential units, common spaces and amenity spaces via Energy Recovery Ventilators, to comply with the 2022 New York City Building Code. The building is equipped with multiple Energy Recovery Ventilator (ERV) units that provide balanced ventilation while recovering heating and cooling energy from exhaust air. The ERV systems include RenewAire, Addison, and Blauberg models ranging from 125 to 2,400 CFM. Units ERV-C-1 and ERV-2-1 (RenewAire) are ceiling-hung and serve the cellar and second-floor amenity spaces, respectively. Roof-mounted ERV-R-1, ERV-R-2, and ERV-R-3 (RenewAire) serve apartment toilet and kitchen exhaust and provide tempered outdoor air to habitable spaces. A roof-mounted Addison ERV-R-4 unit serves corridor and base building ventilation, while a ceiling-mounted Blauberg ERV-1-1 provides apartment ventilation on the first floor. ERV-R-4 condenser fans have a total of DBA of 86.1
    a. Warranty
        a. RenewAire –
            1. 2-year parts warranty for whole unit
            2. Additional 8-years (10 total) parts warranty for the energy core
        b. Addison –
            1. 1-year parts warranty for whole unit
            2. Additional 4-years (5 total) parts warranty for the compressors

2) Kitchens in units on floors 23-27 will be provided with a vented hood, with integral fan, connecting to a central exhaust system with variable speed, pressure-controlled, fan (Enervex MBES355x) located on the roof. There will be a matching variable speed, pressure-controlled, fan of the same type. Each apartment make-up air tap will be provided with a dedicated Neptronic make up air unit providing heated make up air, interlocked with the operation of the range hood.

3) All other residential kitchen hoods are recirculating type.

4) Clothes dryers in all units will be ventless heat pump type.

O. Electrical System:

5) The electric power distribution system shall include all the elements necessary to conduct electricity in an approved, safe manner to all lighting fixtures, air conditioning equipment, sanitary equipment, kitchen equipment, elevators, appliance outlets, and signal and communication equipment. The electric power distribution system shall:

a. Be suitable for receiving low tension power at 120/208 volt, 3-phase, 4-wire directly from Con Edison. In the Main Electrical Room, from the Service End Box with Copper Detail, power is distributed to: Fire Alarm System, ARCS, Fire Pump Controller, common base building loads, and Residential Loads. The Common House loads, Fire Alarm, ARCS, and the Fire Pump are metered by Con Edison meters. The Residential units are separately metered via utility meter banks on the 2nd floor.

b. The Fire Alarm System will be fed by a 120/208 volt, 3-phase, 4-wire, 60 Amp fused disconnect switch fused at 60 Amps.

c. The Fire Pump will be fed by a 120/208 volt, 3-phase, 4-wire, 1200 Amp fused disconnect switch fused at 1000 Amps.

Service to the Building:

a. Voltage: 208Y/120V
b. Phases: Three Phase, Four Wire
c. Material: Copper
d. Protective Equipment:
    1. Switch SS-1: 1600AS/1600AF (House Service)
    2. Switch SS-2: 2500AS/2500AF (House Service)
    3. Switch SS-3: 2500AS/2500AF (Residential Service)

d. The common base building loads will be fed by 120/208 volt, 3-phase, 4-wire, 1600 Amp and 2500 Amp service switches. These feed house panels throughout the building. The house panels provide power for all common area receptacles, lighting, HVAC equipment, elevators, and plumbing equipment.

e. The Residential Meter Banks will be fed by a 120/208 volt, 3-phase, 4-wire, 2500 distribution board on the 2nd floor. Each unit will be fed by either a 120/208 volt, 1-phase, 3-wire, 100 Amp or 125 Amp, 2-pole, branch circuit breakers. Each apartment circuit breaker will be metered by a Con Edison utility meter.

6. Common Areas:
Power and lighting panels will be provided to distribute electricity to the loads in all common areas. Individual branch circuit protection will be sized and rated based on the connected loads and requirements of the code, which will include lighting, receptacles, air conditioning and heating, elevators, etc.

7. Fire Detection Alarm Systems:

a. One-way voice communication, 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.

a. Auxiliary radio communication system (ARCS) is provided for FDNY communication within the building.

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:

e. Power comes from Switch SS-3 through (4) meter banks:

1. Apartments with 100A Service: 1st to 21st Floor (selected units)
2. Apartments with 125A Service: 1st Floor (selected units), 22nd to 27th Floor (all units)

f. Meter Banks Location: 2nd floor

g. Metering: Utility meters for each individual apartment

h. Voltage: 208V single phase
Panel Rating: 30 poles

i. Lighting and Fixtures: Shall be in accordance with Architectural reflected ceiling plan and lighting fixture schedule. Switches for lighting fixtures will be provided in bedrooms, bathrooms, living/dining rooms, walk-in closets, foyers, and kitchens or as specified by the Architect.

j. Outdoor Condensers: Shall be fed by dedicated condenser panels that are sub-metered.

k. Convenience and Appliance Outlets:

1. All Residential Units are provided with wall (or floor) receptacles, appliance receptacles, etc. as required per NYCEC.

2. 20 Amps, 120V circuit are provided to handle lighting and general-purpose receptacles.

3. 15 Amp and 20 Amp, 120V circuit are provided in the kitchen area for 120V kitchen appliances.

4. All 15 Amp and 20 Amp outlets in bathroom and kitchen shall be Ground Fault Interrupter (“GFI”) type.

5. 20 Amp, 120V single phase circuits are provided for washers.

6. 20 Amp, 120V single phase circuits are provided for heat pump dryers.

7. 15 Amp, 208V single phase circuits are provided for air handling units.

8. 35 Amp, 208V single phase circuits are provided for wall oven.

9. 40 Amp, 208V single phase circuits are provided for induction stove.

10. All 120V, 15 Amp and 20 Amp branch circuits supplying outlets in dwelling unit bedrooms, recreation spaces, hallways, closets or similar rooms or areas will be provided and protected by a listed Arc-Fault Circuit Interrupter.

11. All receptacle outlets in Residential Units will be provided with listed tamper-resistant type receptacles.

12. All exterior receptacles will be weatherproof type and will be provided with Ground Fault Interrupter protection.

9. Emergency Power:
    a. There will be a 300kW emergency standby natural gas generator in the building. This will feed all the life safety and emergency standby loads in the building, including fire alarm, ARCS, emergency lighting, elevators, etc.
    b. Generator Manufacturer Information
        a. Manufacturer: Gillette Generators, Inc.
        b. Model Number: SP-3000P-3-2
        c. Warranty: 24 months from date of start-up or 1,000 hours use, whichever occurs first
    c. Electrical Ratings
        a. Standby Rating: 300 kW / 375 kVA
        b. Voltage: 208Y/120V (L-L: 208V, L-N: 120V)
        c. Phase: Three Phase
        d. Frequency: 60 Hz
        e. Power Factor: 0.8
    d.

P. Telephones, Intercom and Security Systems:

1. Telephone services will enter the building from 6th 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.

1. High speed internet service will be available for all Units provided by Spectrum, Optimum or Verizon FIOS.

Q. Public Area Lighting:

1. Common areas:

(i) Residential Storage: Linear Integral LED

(ii) Residential Bike Room: Linear Integral LED

(iii) Service Corridors: Recessed downlight

(iv) Amenity Corridor: Recessed downlight with LED accent light

(v) Fitness Center: Recessed downlight with LED light trough at vaulted ceiling and LED light strip accent lighting.

(vi) Pet Spa: Recessed downlight and LED light cove at ceiling

(vii) ~~Studio & Yoga~~:

(viii) Spa: Recessed downlight and LED light strip accent lighting.

(ix) Lobby: Recessed adjustable warm-dim downlight, light cove, LED light strip accent lighting. and custom pendant light fixtures at entrance vestibule and decorative spiral staircase.

(x) Mailroom: Recessed downlight and light cove

(xi) Relaxation Room: recessed warm dim downlight and custom pendant light fixtures

(xii) Lounge: Recessed adjustable warm-dim downlight, light cove, with accent strip lights at bookshelves.

2. Exterior lighting:

Exterior lighting fixtures in public areas will include the following: Lumenfacade Nano White and Static Colors Linear LED, Lumenbeam Small Spot light, LED strip by Line Voltage, and wall mounted LED by Ipro Wall.

Basis of Design: Fixtures are indicative only. Developer/GC reserves the right to substitute with approved equals that meet or exceed design intent and performance criteria.

R. Garages and Parking Areas: There is no parking garage.

S. Swimming Pools: There are one dry saunas and one steam rooms located on the 2nd floor of the building. The sauna measure 12'8" x 7'4" and the steam room measures 9'2" x 7'5". The manufacturer of the spa and sauna is Sunlighten. Adjacent to the spa and sauna room, there will be open shower areas. There will be two (2) changing rooms, showers, lockers for residents, and two ADA bathrooms. Access to the sauna will be from the building corridor.

T. Tennis courts, playgrounds and recreation facilities: There is a fitness center located on the 2nd floor of the building and has an area of 1500 sf and has a maximum occupancy of 30 people. The fitness room is accessed from the fitness center vestibule via a common corridor. The fitness center will have clear glass and mirrored, will have rubber flooring. There is a built-in filtered refrigerated water dispenser by Elkay, or approved equal. A List of Gym equipment is provided below:

Treadmills	3	Precor	PRE-BP-TRM531P31/120
Stair climber	1	Precor	PRE-BP-SCL835P31
Elliptical	1	Precor	PRE-BP-EFX535P31
BIKE	2	PELOTON	PRE-PCB-PRO
ROWER	1	CONCEPT 2	CONCEPT-IIDPM5/B
Leg Press	1	Precor	PRE-C010BP
Pulldown/Row	1	Precor	PRE-C026BP
FTS Glide	1	Precor	PRE-FTS
Resolute Multi Single Tower	1	Precor	PRE-RMS901-BP
Assisted Chin/Dip		Precor	PRE-RMS320-BP-BLK
Half Rack	1	Precor	PRE-DBR611-BP
3 Tier Hex DB Rack (10 Pr)	1	Precor	PRE-VBR6804
Utility Bench	3	Precor	PRE-VBR6117
Rubber Hex DB Set 5-50lb (10prs)	1	York	YORK-34090
Weight Plate – 45lb	4	York	YORK-29025
Weight Plate – 25lb	4	York	YORK-29023
Weight Plate – 10lb	4	York	YORK-29022

Weight Plate – 5lb	2	York	YORK-29021
Weight Plate – 2.5lb	2	York	YORK-29020
Black Zinc Bar	1	ASF	HM-20KGOLYBLK
RACK	1	Escape	ESC-RACK5
Steadyball	1	Escape	ESC-SBP65
Roller	2	Escape	ESC-EST/RRC
Balance Trainer	1	Bosu Pro	HED-BOSUPRO
Kettlebell – 4 lbs	1	Escape	ESC-AVKB04
Kettlebell – 8 lbs	1	Escape	ESC-AVKB08
Kettlebell – 12 lbs	1	Escape	ESC-AVKB12
Kettlebell – 16 lbs	1	Escape	ESC-AVKB16
Kettlebell – 20 lbs	1	Escape	ESC-AVKB20
Kettlebell – 24 lbs	1	Escape	ESC-AVKB24
Kettlebell – 28 lbs	1	Escape	ESC-AVKB28
Kettlebell – 32 lbs	1	Escape	ESC-AVKB32

U. Permits and Certificates:

i. Permits:

Permit #:	Status:	Type	Issued Date:	Expiration Date:
M08055355-I1-FN	Issued	Const. Fence	10/17/2025	11/09/2025
121204419-I1-GC	Issued	Gen Construct.	10/17/2025	12/31/2025
121204419-I1-EN	Issued	Energy	10/17/2025	07/29/2025
M01284533-I1-EL	Issued	Electrical	9/10/2025	06/18/2026
M01207937-I1-SH	Issued	Sidewalk Shed	05/13/2025	04/01/2026
M01113142-I1-SF	Issued	Scaffold	09/19/2024	09/19/2025
M01284533-I1-EL	Issued	Elevator	09/10/2025	06/08/2026
M00888954-I1-FD	Issued	Full Demolition	11/20/2024	07/01/2025
M01266595-I1-NB	Issued	New Building	03/25/2025	03/25/2026
M01159814-I1-EW-SP	Issued	Sprinklers	10/02/2025	04/01/2026
M01159814-I1-EW-SD	Issued	Standpipe	10/02/2025	04/01/2026

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 & ARCS every year**
iv. **Fire doors require annual inspection per NFPA 80**
v. **RPZ inspection required annually.**
vi. **FISP to be conducted every 5 years. First cycle will be 5 years from date of first TCO.**

i. **Violations:** As of October 20, 2025, there are no open DOB ECB violation. Sponsor will cure any open violations on the project.

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, color specified by interior designer or approved equal
ii. Crown, Cornice, Walls, Trim Base – Paint specified by interior designer, or approved equal
iii. Backsplash & Countertop – Engineered Quartz Stone specified by interior designer, or approved equal
iv. Metal Hood – Stainless steel ventilation hood by Miele
v. Island Countertop – Engineered Quartz Stone specified by interior designer, or approved equal
vi. Island Millwork – By Homers Building comprised of 18mm plywood carcasses finished with double-sided melamine and 30mm MDF door panels with a matte lacquer finish in a slim shaker profile. The kitchen island has a feature exposed panel in 25mm MDF, finished with natural oak veneer in a wave-pattern texture.
vii. Floor – Engineered Wood Flooring by Vandyck - White Oak

viii. Upper & Lower Cabinets – – By Homers Building comprised of 18mm plywood carcasses finished with double-sided melamine and 30mm MDF door panels with a matte lacquer finish in a slim shaker profile.

Typical Tub Bathroom:

i. Ceiling, Crown – Paint, color specified by interior designer or approved equal
ii. Doors – White wood doors by Maolong Wood Door
iii. Walls – Porcelain wall tiles by Ragno or approved equal.
iv. Built in Shelving – Metal by HEGII in nickel color, or approved equal
v. Medicine cabinet & mirror – 18mm plywood with melamine finish carcass, 16mm MDF panels with natural oak veneer finish, paired with a 4mm mirror, with integrated back LED strip lighting
vi. Vanity Cabinet - 18mm plywood with double-sided melamine finish carcass and 30mm MDF panels finished with natural wood veneer in a slim shaker profile doors
vii. Vanity Countertop – Engineered Quartz Stone specified by interior designer, or approved equal
viii. Floor – Porcelain tiles by Ragno or approved equal.

Typical Shower Bathroom:

i. Ceiling – Paint, color specified by interior designer or approved equal
ii. Doors – White wood doors by Maolong Wood Door
ix. Walls – Porcelain wall tiles by Ragno or approved equal.
x. Built in Shelving – Metal by HEGII in nickel color, or approved equal
iii. Medicine cabinet & mirror – 18mm plywood with melamine finish carcass, 16mm MDF panels with natural oak veneer finish, paired with a 4mm mirror, with integrated back LED strip lighting
iv. Vanity Cabinet –18mm plywood with double-sided melamine finish carcass and 30mm MDF panels finished with natural wood veneer in a slim shaker profile doors
xi. Vanity Countertop – Engineered Quartz Stone specified by interior designer, or approved equal
xii. Floor – Porcelain tiles by Ragno or approved equal.

Typical Powder Room:

i. Ceiling & Walls – Paint, color specified by interior designer or approved equal
ii. Wainscot, casing, bathtub niche, bathtub apron – Porcelain wall tiles by Ragno
iii. Mirror – Capsule framed mirror with back LED lighting by homer building, or approved equal
iv. Vanity - Engineered Quartz Stone specified by interior designer, or approved equal
v. Floor – Ivory Wood White Tile by Navigation Ceramics or approved equal

Living Room & Bedrooms:

i. Ceiling – Paint, color specified by interior designer or approved equal
ii. Crown/Cornice/Walls – Paint, color specified by interior designer or approved equal
iii. Floor – Engineered Wood Flooring by Vandyck - White Oak

Kitchen Appliances:

Typical Units Floors 1st-26th

i. Refrigerator – 2BR units: Miele KFNF9959iDE 36" French Door Refrigerator - Custom Panel Ready. 1BR units: Miele PerfectCool fridge-freezer 30"- KFN 9859 iDE
ii. Microwave – Miele M 7240 TC AM Clean Touch Steel
iii. Oven – Miele H 2880 BP Clean Touch Steel
iv. Cooktop – Miele KM 7735 FL
v. Dishwasher – Miele 24” ready panel G 5051 SCVi
vi. Range – Miele KM 7735 FL 30-inch induction cooktop
vii. Hood – Miele DAS 7420 Stainless steel
viii. Laundry – Washer: Samsung Model #: WW25B6900AW. Dryer: Samsung Model #: DV25B6900HW

Units on 27th Floor:

i. Refrigerator – Miele 36” MasterCool French Door KFMC 3642 FD
ii. Wine Storage – Miele KWT 6322 UG Obsidian Black glass
iii. Microwave – Miele 30" compact speed oven H 7270BM
iv. Cooktop – Miele KM 7745 FL
v. Dishwasher – Miele 24" Dishwasher G 7266 SCVi Stainless Steel.
vi. Range – Miele 30” Convection Oven H 7280BP
vii. Hood – Miele ventilation hood DAS 2390 Stainless steel
ix. Laundry – Samsung Model #: WW25B6900AW. Dryer: Samsung Model #: DV25B6900HW

Unit 1A Super's Apartment

i. Refrigerator –Miele PerfectCool fridge-freezer 30"- KFN 9859 iDE
ii. Microwave – Miele M 7240 TC AM Clean Touch Steel
iii. Oven – Miele H 2880 BP Clean Touch Steel
iv. Cooktop – Miele KM 7735 FL
v. Dishwasher – Miele 24” ready panel G 5051 SCVi
vi. Range – Miele KM 7735 FL 30-inch induction cooktop
vii. Hood – Miele DAS 7420 Stainless steel
viii. Laundry – Washer: Samsung Model #: WW25B6900AW. Dryer: Samsung Model #: DV25B6900HW

Amenities/Coworking Room:

i. Dishwasher – Miele G 5051 SCVi
ii. Wine Storage – Miele KWT 6322 UG Obsidian

Roof Terrace:

i. Electric Outdoor Grill – Fire Magic

Plumbing Fixtures:

Typical Unit Kitchen:

i. Faucet – Waterworks Bond Solo series One Hole Gooseneck integrated Pull Spray Kitchen Faucet with two-piece straight lever handle.
ii. Undermount Sink – Foshan Hengjiayi Home Furnishing & Building Materials. Model #: HM2318 - SS

Typical Unit Tub Bathroom:

i. Sink Faucet, Low Spout, Lever Handles – Waterworks Flyte Lavatory Faucet with Lever Handles in Burnished Nickel
ii. Undermount Sink – Foshan Hengjiayi Home Furnishing & Building Materials. Model #: BL1814K in Glazed White Finish
iii. Toilet – Toto Neorest AS Dual Flush Toilet – 1.0 GPF & 0.8 GPF
iv. Bathtub – Kohler ~~Archer~~ 30”x60” or 30”x66” drop-in bath, or approved equal
v. Shower Head with Arm – Waterworks Universal Modern 8” Showerhead with Arm in Burnished Nickel
vi. Shower Controls – Waterworks Flyte Pressure Balance Control Valve and Diverter Trim with Lever Handle in Burnished Nickel & Flyte Three Way Diverter Valve Trim for Pressure Balance with Modern Dots and Lever Handle
vii. Hand shower – Waterworks Flyte Hand shower on Hook in Burnished Nickel
viii. Medicine Cabinet: by Homers Buildings, or approved equal

Typical Units Shower Bathroom

i. Sink Faucet, Low Spout, Lever Handles – Waterworks Flyte Lavatory Faucet with Lever Handles in Burnished Nickel
ix. Undermount Sink – Foshan Hengjiayi Home Furnishing & Building Materials. Model #: BL1814K in Glazed White Finish
ii. Toilet - Toto Neorest AS Dual Flush Toilet – 1.0 GPF & 0.8 GPF
x. Showerhead with Arm: - Waterworks Universal Modern 8” Showerhead with Arm in Burnished Nickel
iii. Shower Controls – Waterworks Flyte Pressure Balance with Diverter Trim with Lever Handle in Burnished Nickel
iv. Hand shower – Waterworks Flyte Hand shower on Hook in Polished Nickel Finish

xi. Medicine Cabinet – by Homers Buildings, or approved equal

Typical Unit Powder Room:

i. Sink:
- Countertop version: Kohler VOX 16.5" round vessel bathroom sink K-14800-0 in White Finish or approved equal
- Undermounted version: Foshan Hengjiayi Home Furnishing & Building Materials. Model #: BL1814K in Glazed White Finish

ii. Faucet – Waterworks Bond solo series One Hole Lavatory faucet with straight lever handle

iii. Toilet - Toto Neorest AS Dual Flush Toilet – 1.0 GPF & 0.8 GPF

2. Finish Schedule for Spaces other than units:

a) Gym:
i. Ceiling – Paint, color specified by interior designer or approved equal
ii. Walls – Aluminum Honeycomb wall panel in wood prints color by Foshan Tanlong Building Materials Co., Ltd. (Nanbeiwang Aluminum), or approved equal
iii. Trim, Base, Casing: medium bronze anodized base
iv. Doors: Clear glass door with metal frame in medium bronze anodized finish
v. Floor: Rubber flooring

b) Cellar Corridor & Elevator Lobby
i. Ceiling – Paint, color specified by interior designer or approved equal
ii. Walls –Porcelain wall tile 3D Cross Bianco by Ragno and paint specified by interior designer, or approved equal
iii. Floor – Ivory Wood White Tile by Navigation Ceramics or approved equal
iv. Doors – paint specified by interior designer, or approved equal

c) Lobby:
i. Ceiling, Ceiling Cove – Paint, color specified by interior designer or approved equal
ii. Wall & Wall Paneling – Paint, color specified by interior designer or approved equal, Aluminum Honeycomb wall panel in wood prints color by Foshan Tanlong Building Materials Co., Ltd. (Nanbeiwang Aluminum), or approved equal
iii. Trim, Base, Casing: medium bronze anodized base
iv. Niches – Milk Glass panel or approved equal

d) Mailroom:

i. Ceiling, Ceiling Cove – paint, color specified by interior designer or approved equal
ii. Walls –Wallcovering Dash-ing/Slick Black by Wolf Gordon, and Aluminum Honeycomb wall panel in wood prints color by Foshan Tanlong Building Materials Co., Ltd. (Nanbeiwang Aluminum), or approved equal
iii. Wall Base - Medium bronze anodized base
iv. Floor – Porcelain Tile by Ragno

e) Elevator Lobby & Cab:
i. Ceiling – paint, color specified by interior designer or approved equal
ii. Wall Base, Floor – medium bronze anodized base, and Porcelain Tile by Ragno
iii. Wall Paneling – Aluminum Honeycomb wall panel in wood prints color by Foshan Tanlong Building Materials Co., Ltd. (Nanbeiwang Aluminum), or approved equal
iv. Elevator Door & Controls – medium bronze anodized
v. Handrail – Champagne gold sandblasted Stainless Steel
vi. Elevator Cab Paneling – Combination of bronze stainless steel & silk glass & wood veneer

f) Lounge:
i. Ceiling – paint, color specified by interior designer or approved equal
ii. Cornice & Wall Paneling – paint, color specified by interior designer or approved equal; Aluminum Honeycomb wall panel in wood prints color by Foshan Tanlong Building Materials Co., Ltd. (Nanbeiwang Aluminum), or approved equal
iii. Base – medium bronze anodized base
iv. Floor – Porcelain Tile by Ragno
v. Fireplace Surround – Porcelain Tile by Navigation Ceramics
vi. Terrace Doors – La Forge Metal Medium Bronze in Oil Rubbed Finish or approved equal

g) Yoga & Relaxation room
i. Ceiling & Wall – Paint, color specified by interior designer or approved equal
ii. Floor - Engineered Wood Flooring by Vandyck - White Oak

h) Spa
i. Ceiling & Wall – Paint, color specified by interior designer or approved equal, Porcelain Tile by Navigation Ceramics or approved equal
ii. Floor - Porcelain Tile by Navigation Ceramics or approved equal

3. Floor to floor 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	11’0”
1st Floor to Mezzanine	9’8”
Mezzanine to 2nd Floor	10’
2nd Floor to Stair Transfer	10’
Stair Transfer to 3rd Floor	8’8”
3rd Floor to 4th Floor	10’
4th Floor to 5th Floor	10’
5th Floor to 6th Floor	10’
6th Floor to 7th Floor	10’10”
7th Floor to 8th Floor	10’4”
8th Floor to 9th Floor	10’4”
9th Floor to 10th Floor	10’4”
10th Floor to 11th Floor	10’4”
11th Floor to 12th Floor	10’4”
12th Floor to 13th Floor	10’4”
13th Floor to 14th Floor	10’4”
14th Floor to 15th Floor	10’4”
15th Floor to 16th Floor	10’4”
16th Floor to 17th Floor	10’4”
17th Floor to 18th Floor	10’4”
18th Floor to 19th Floor	10’4”
19th Floor to 20th Floor	10’4”
20th Floor to 21st Floor	10’4”
21st Floor to 22nd Floor	10’4”
22nd Floor to 23rd Floor	10’4”
23rd Floor to 24th Floor	10’10”
24th Floor to 25th Floor	10’10”
25th Floor to 26th Floor	10’10”

26th Floor to 27th Floor	10'10"
27th Floor to Roof	10'10"
Roof to Stair Bulkhead	19' 10"
Stair bulkhead roof to Elevator bulkhead	8' 10"

Note: Typical floor to ceiling heights within units 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 will be the floor-to-floor heights stated above minus 8" which is the thickness of the concrete slab.

4. There are Lot Line windows on the South elevation and constitute less than 10% of the area of the wall on the 7th- 27th 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 842 6th Avenue 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. There are two (2) separate lot line windows on the South Elevation. One window measure 3'5" x 8' 9", one measure 1' 8 ½" x 8' 9". The windows comprise 45 sf which is less than 10% of the wall area on the south elevation. 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 lot line window may be blocked by future adjacent construction.

5 Home offices are in the following units. This room is accessory use only and may not be used for habitable use, for sleeping or as a bedroom due to inadequate size and no window for natural light and ventilation.

Units: 3A, 3B, 3C, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 6C, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B, 15B, 16B, 17B, 18A, 19A, 20A, 21A, 22A.

6. Commercial Unit is located on 1st floor of the building adjacent to the service corridor. There is also storage dedicated to the commercial unit in the cellar of the building which is separate from the residential amenities and residential storage. Access to this storage is from a separate stair located at the rear of the commercial unit which leads down to the cellar. The commercial area is 2m328.01 sf and commercial use group 6 is allowable as of right. Maximum number of occupants is 78 people.

7. All units are designed with ADA accessibility requirements. This includes door openings, bathrooms, kitchens, and clearances for accessibility. In bathrooms and kitchens there are adaptable vanities and workstations for compliance.

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), 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.

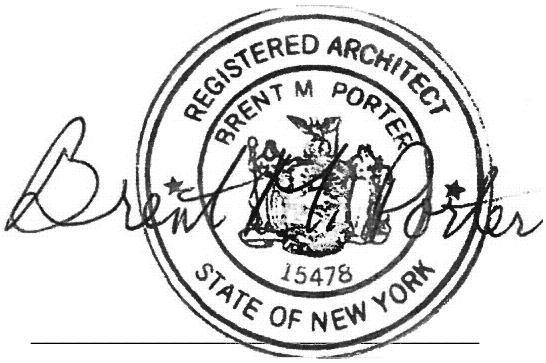
The approximate exterior private balcony, terrace, or yard areas are measured from the exterior face of the Unit wall to the exterior side of the walls, railings, or fencing delineating such areas, as may be applicable

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



Brent M. Porter, R.A

SECTION A

842 6TH AVE CONDOMINIUM

842 EDENVIEW, LLC

535 DEKALB AVENUE, SUITE 1A BROOKLYN, NY 11205

DESCRIPTION OF UNITS

FLOOR	GROSS AREA	RESIDENTIAL COMMON ELEMENT - INTERIOR	RESIDENTIAL COMMON ELEMENT -EXTERIOR	COMMERCIAL ELEMENT - INTERIOR	APARTMENT	APARTMENT AREA	HOME OFFICE	BEDROOMS	BATHROOMS	TOILET ROOM	YARD/GARDEN	YARD/GARDEN SQ. FT.	BALCONY	BALCONY SQ. FT.	TERRACE	TERRACE SQ. FT.	RESI. LIMITED COMMON AREA (LCA)
CELLAR	6,824	5601	689	1153													
1ST	6,145	2925	805	2556	1A	657		1	1		YES	96					
MEZZANINE	914	914															
2ND	4,738	4738	1430														
STAIR TRANSFER	1,028	1028															
3RD	4,944	896			3A	894	1	1	1	1					YES	72	
					3B	894	1	1	1	1					YES	72	
					3C	959	1	1	1	1					YES	90	
					3D	648		1	1						YES	159	
					3E	651		1	1						YES	161	
4TH	4,944	896			4A	894	1	1	1	1			YES	72			
					4B	894	1	1	1	1			YES	72			
					4C	959	1	1	1	1			YES	90			
					4D	648		1	1				YES	159			
					4E	651		1	1				YES	161			
5TH	4,944	896			5A	894	1	1	1	1			YES	72			
					5B	894	1	1	1	1			YES	72			
					5C	959	1	1	1	1			YES	90			
					5D	648		1	1				YES	159			
					5E	651		1	1				YES	161			
6TH	4,944	896			6A	894	1	1	1	1			YES	72			
					6B	894	1	1	1	1			YES	72			
					6C	959	1	1	1	1			YES	90			
					6D	648		1	1				YES	159			
					6E	651		1	1				YES	161			
7TH	3,919	888			7A	680		1	1						YES	556	
					7B	760	1	1	1						YES	632	
					7C	940		2	2				YES	248			
					7D	652		1	1				YES	161			
8TH	3,919	886			8A	679		1	1				YES	202			
					8B	760	1	1	1				YES	179			
					8C	940		2	2				YES	249			

842 6TH AVE, NEW YORK, NY 10001

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

CHART

					8D	654		1	1				YES	161			
9TH	3,919	879			9A	679		1	1				YES	202			
					9B	760	1	1	1				YES	179			
					9C	940		2	2				YES	249			
					9D	654		1	1				YES	161			
10TH	3,919	879			10A	679		1	1				YES	202			
					10B	760	1	1	1				YES	179			
					10C	940		2	2				YES	249			
					10D	654		1	1				YES	161			
11TH	3,919	879			11A	679		1	1				YES	202			
					11B	760	1	1	1				YES	179			
					11C	940		2	2				YES	249			
					11D	654		1	1				YES	161			
12TH	3,919	879			12A	679		1	1				YES	202			
					12B	760	1	1	1				YES	179			
					12C	940		2	2				YES	249			
					12D	654		1	1				YES	161			
13TH	3,963	879			13A	679		1	1				YES	202			
					13B	760	1	1	1				YES	179			
					13C	940		2	2				YES	249			
					13D	698		1	1				YES	117			
14TH	3,963	879			14A	679		1	1				YES	202			
					14B	760	1	1	1				YES	179			
					14C	940		2	2				YES	249			
					14D	698		1	1				YES	117			
15TH	3,963	879			15A	679		1	1				YES	202			
					15B	760	1	1	1				YES	179			
					15C	940		2	2				YES	249			
					15D	698		1	1				YES	117			
16TH	3,963	879			16A	679		1	1				YES	202			
					16B	760	1	1	1				YES	179			
					16C	940		2	2				YES	249			
					16D	698		1	1				YES	117			
17TH	3,963	879			17A	679		1	1				YES	202			
					17B	760	1	1	1				YES	179			
					17C	940		2	2				YES	249			
					17D	698		1	1				YES	117			
18TH	3,872	767			18A	780	1	1	1				YES	204			
					18B	1,205		2	2				YES	352			
					18C	1,119		2	2				YES	280			
19TH	3,872	767			19A	780	1	1	1				YES	204			
					19B	1,205		2	2				YES	352			
					19C	1,119		2	2				YES	280			

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

CHART

20TH	3,872	767			20A	780	1	1	1				YES	204			
					20B	1,205		2	2				YES	352			
					20C	1,119		2	2				YES	280			
21ST	3,872	767			21A	780	1	1	1				YES	204			
					21B	1,205		2	2				YES	352			
					21C	1,119		2	2				YES	280			
22ND	3,872	767			22A	780	1	1	1				YES	204			
					22B	1,205		2	2				YES	352			
					22C	1,119		2	2				YES	280			
23RD	3,963	782			23A	691		1	1				YES	206			
					23B	1,130		2	2				YES	236			
					23C	1,360		2	2	1			YES	276			
24TH	3,963	782			24A	691		1	1				YES	206			
					24B	1,130		2	2				YES	236			
					24C	1,360		2	2	1			YES	276			
25TH	3,963	782			25A	691		1	1				YES	206			
					25B	1,130		2	2				YES	236			
					25C	1,360		2	2	1			YES	276			
26TH	3,963	782			26A	691		1	1				YES	206			
					26B	1,130		2	2				YES	236			
					26C	1,360		2	2	1			YES	276			
27TH	3,874	757			PHA LL.	1,540		3	2	1			YES	378			
					PHB LL.	1,576		3	2	1			YES	456			
ROOF	1,294	1089	1662		PHA UL.	94									YES	551	
					PHB UL.	111									YES	685	
BULKHEAD	1,287																
TOTAL	**123,135.64**	**37,284.29**	**4,586.00**	**3,709.00**		**81,988.00**		**127.00**	**125.00**	**18.00**		**96.00**		**17647.00**		**2,978.00**	

PREPARED BY ISSAC AND STERN ARCHITECTS. P.C.

AN RA I KUUF BUILDING

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

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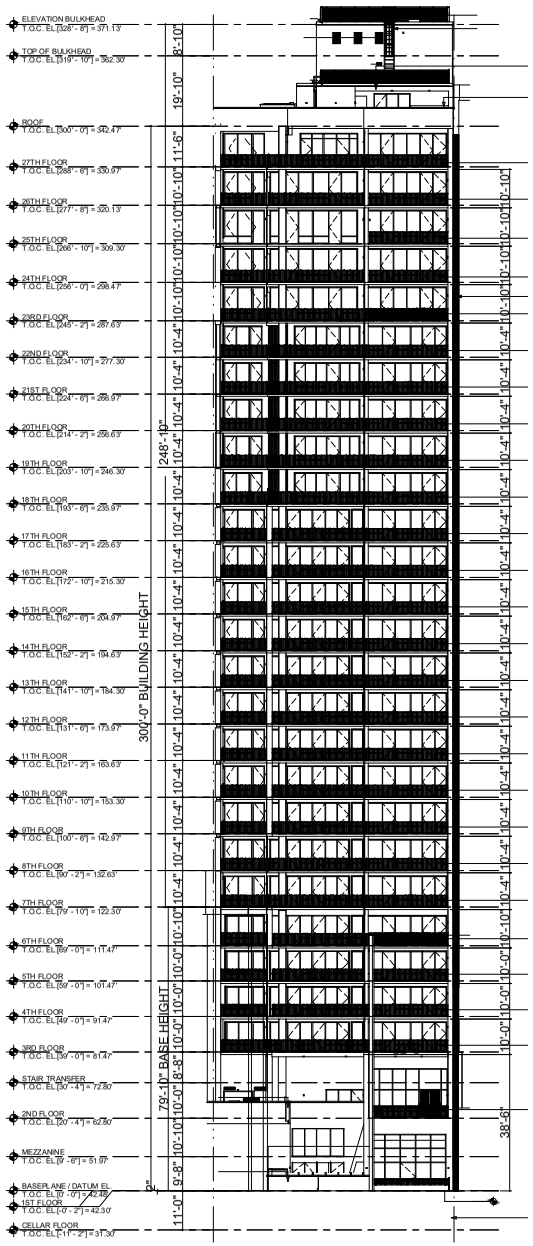
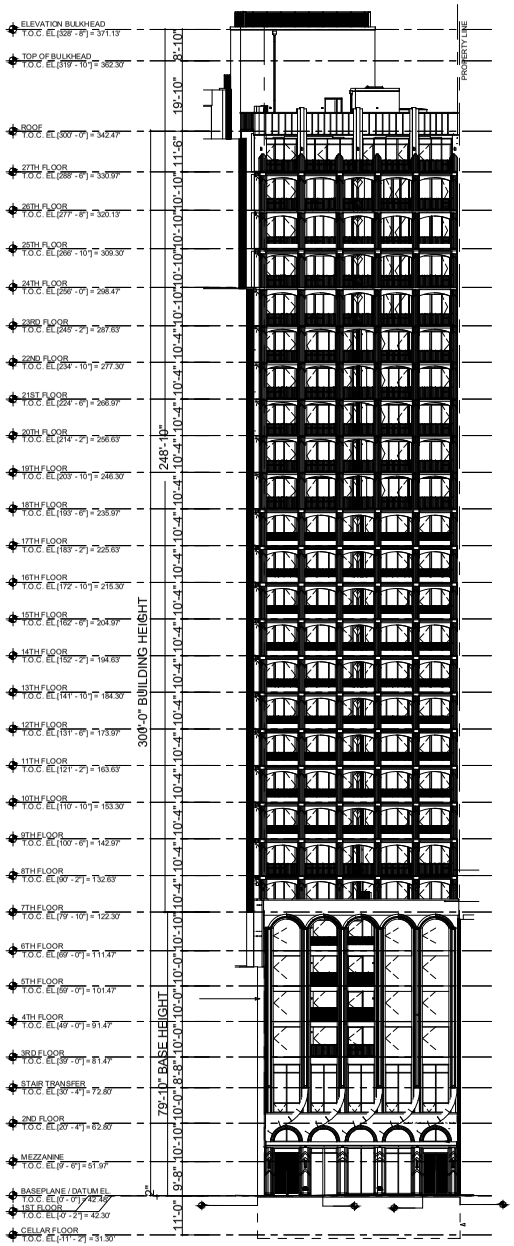




842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

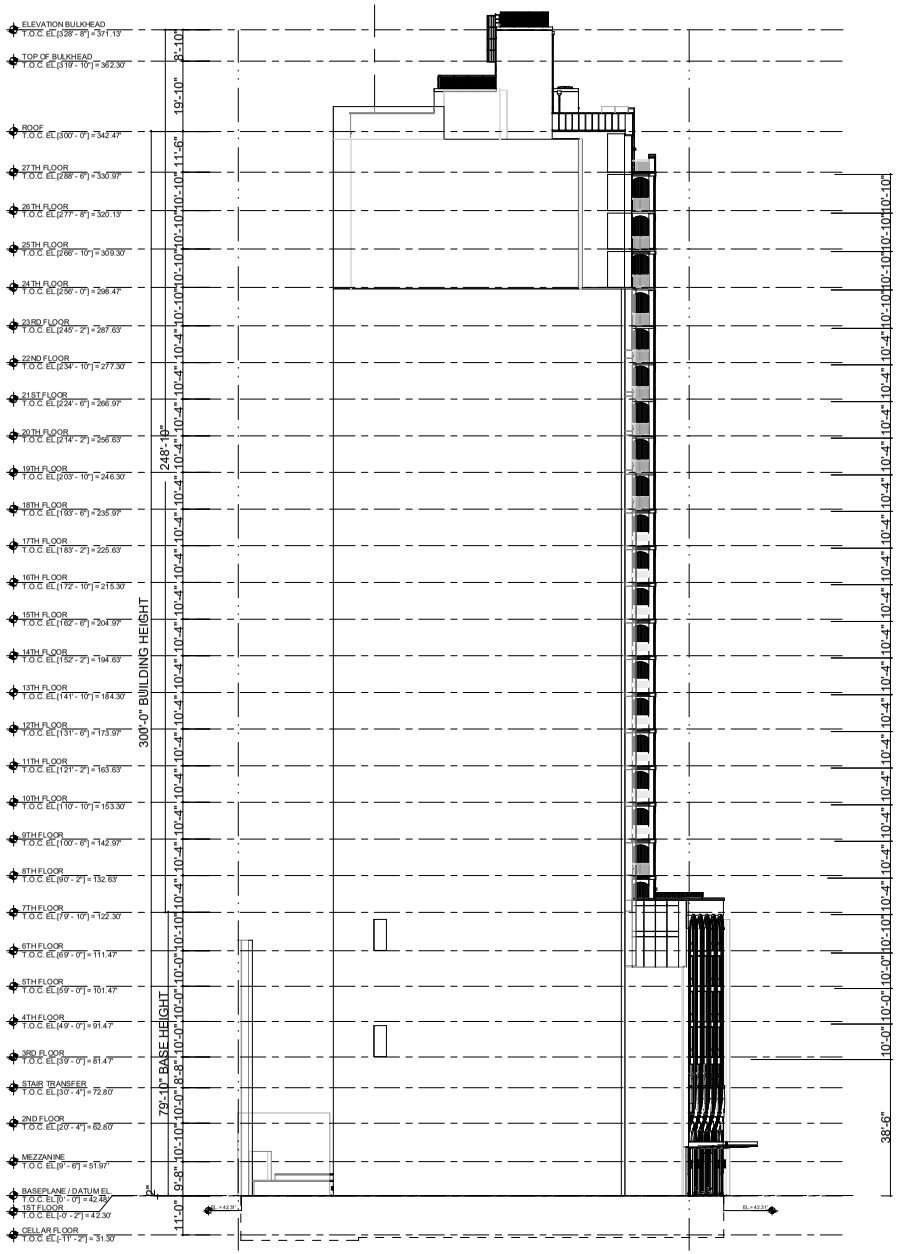
842 6TH AVENUE, NEW YORK, NY 10001

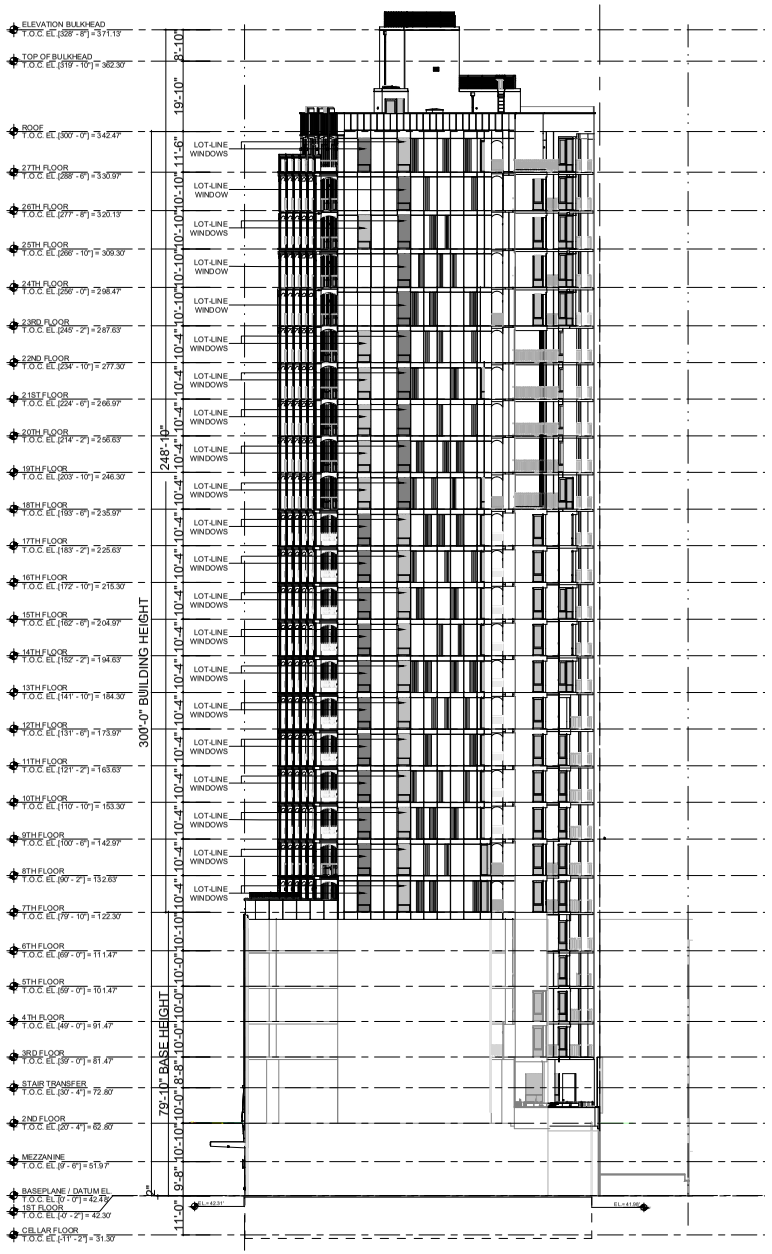
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

ELEVATIONS

NOT TO SCALE





842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

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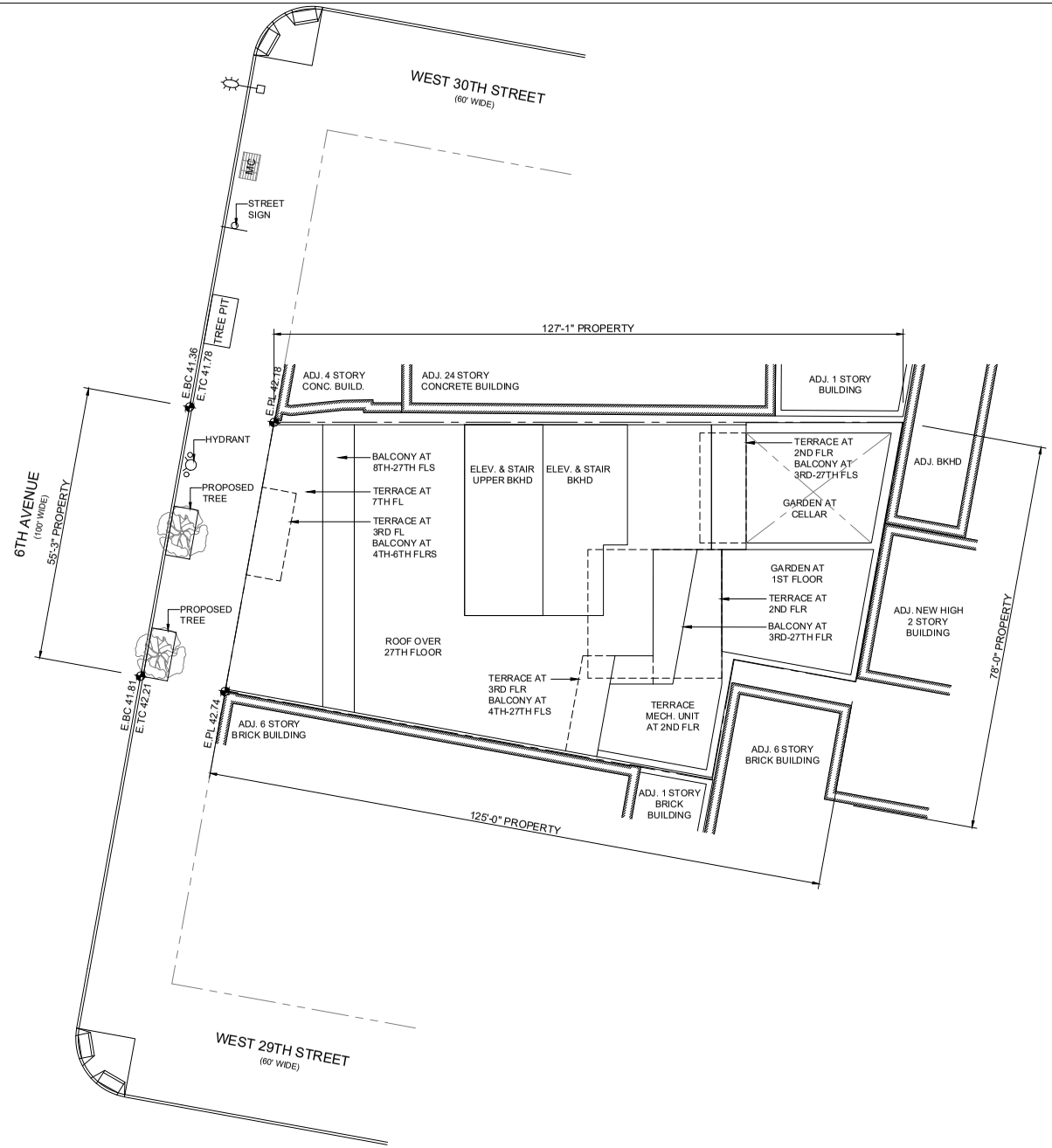
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

ELEVATIONS

NOT TO SCALE



288

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

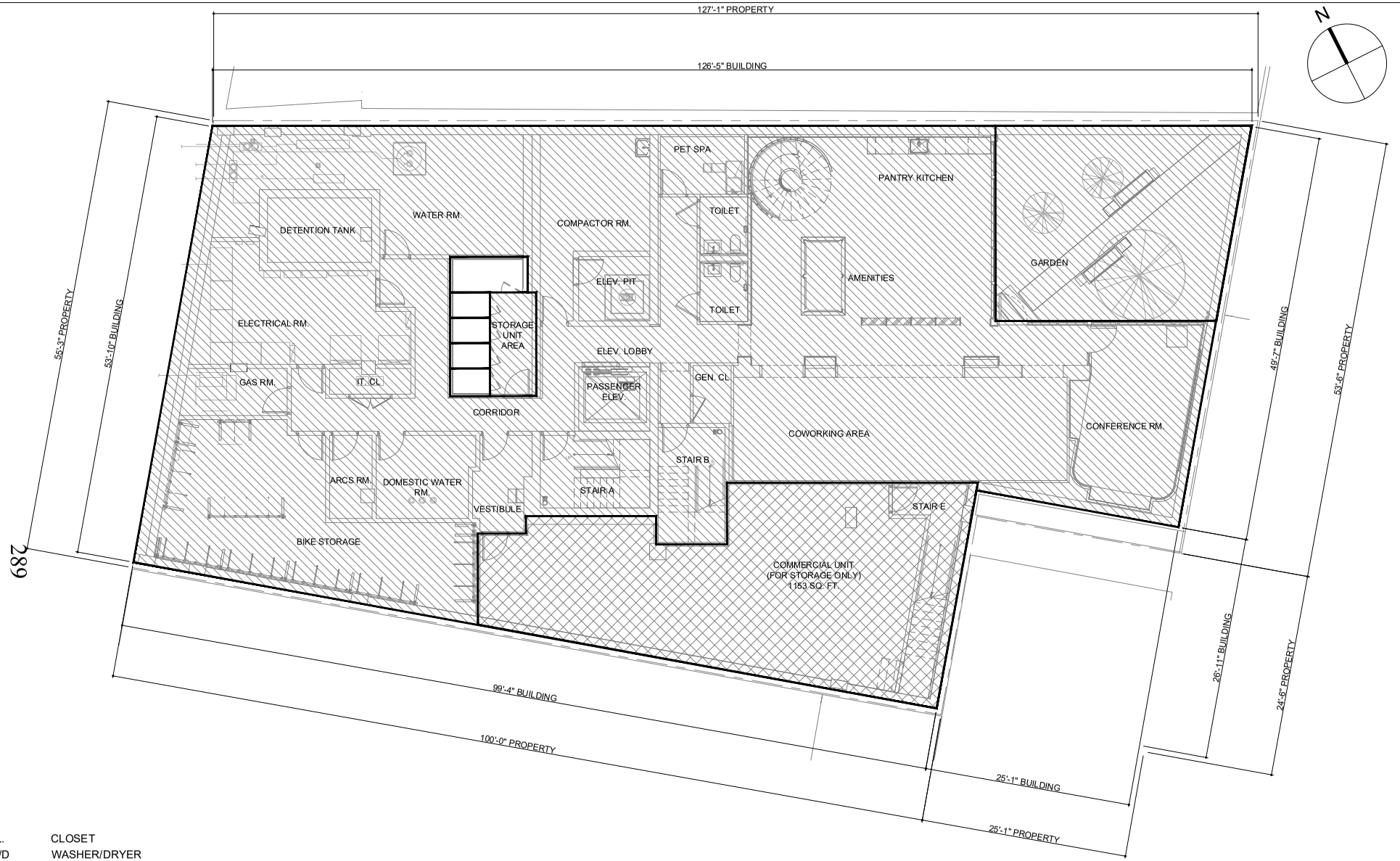
842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

SITE PLAN

SCALE: 1/32" = 1'-0"



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

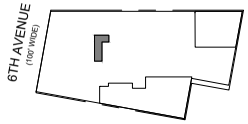
BRENT M. PORTER, ARCHITECT PLLC

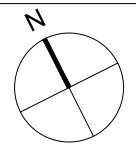
DATE: JANUARY 2026

CELLAR

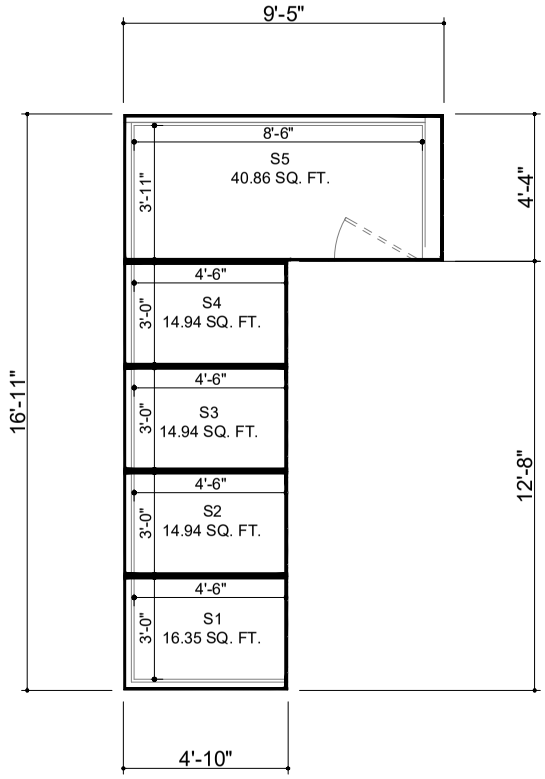
GROSS AREA = 6824 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





290



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

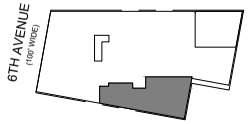
CELLAR FLOOR

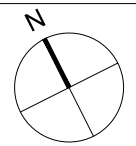
STORAGE LOCKER AREA

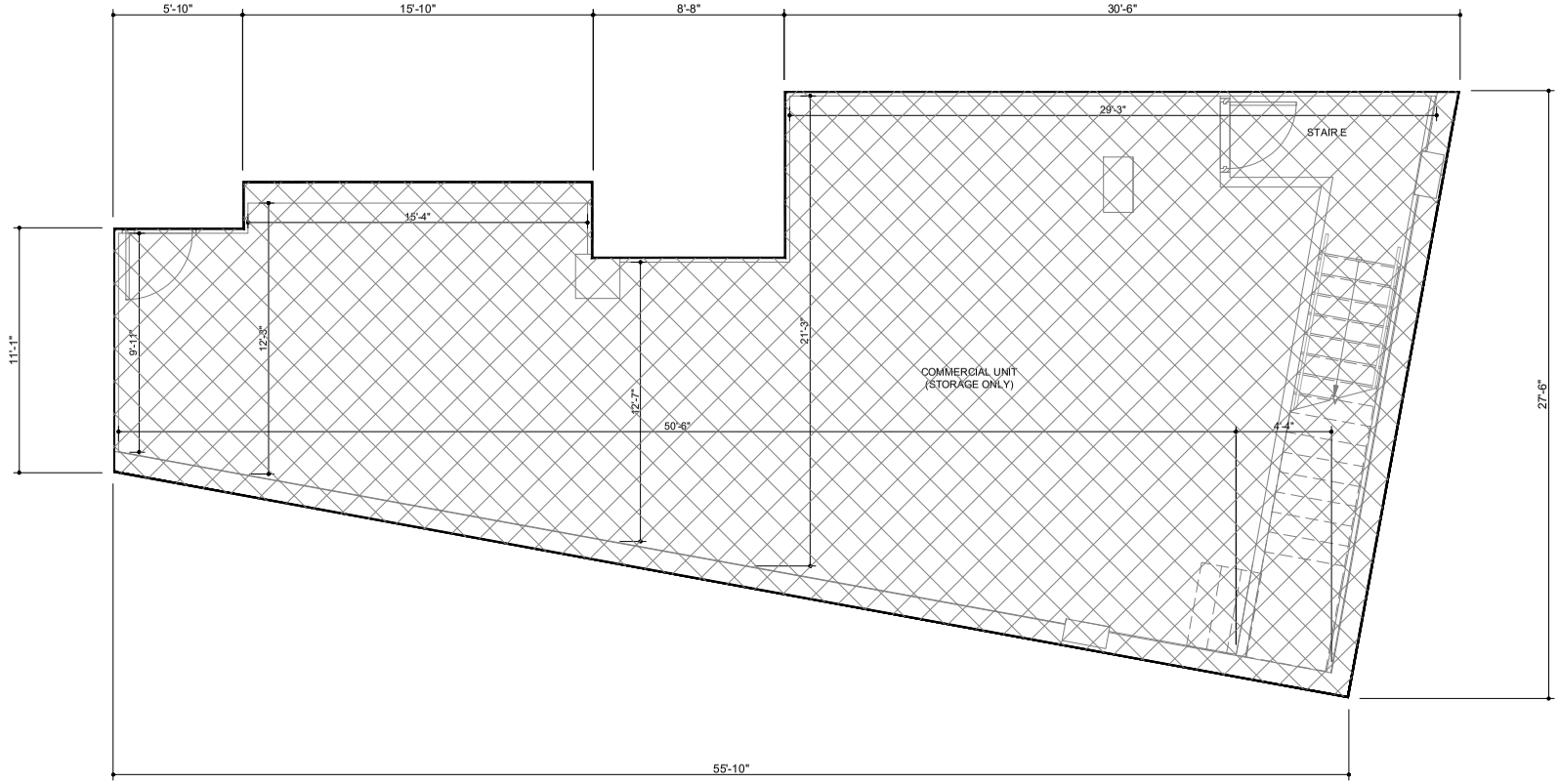
AREA = 102 S.F.

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.

SCALE: 0' 8' 16' 24'







291

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

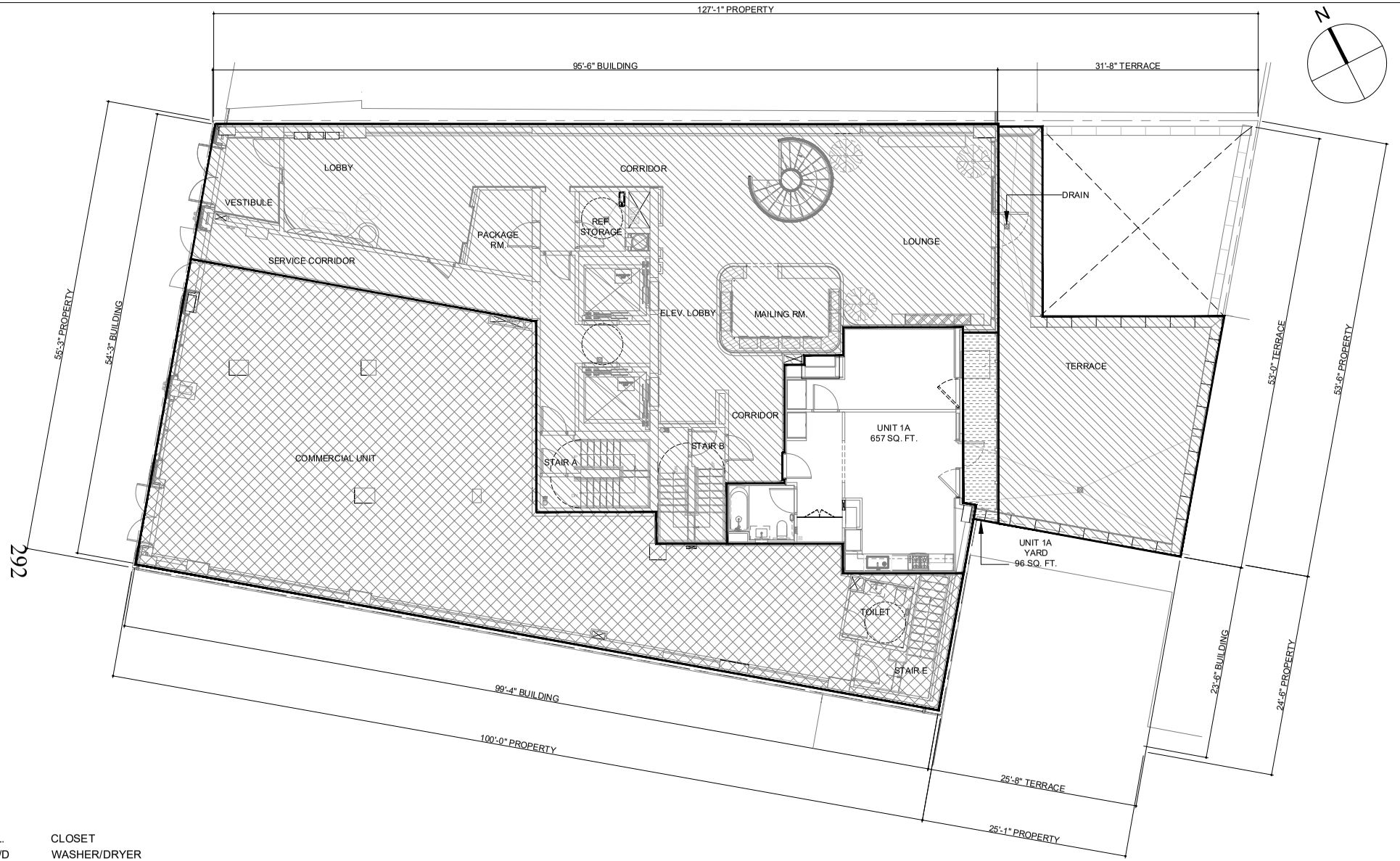
DATE: JANUARY 2026

CELLAR FLOOR
COMMERCIAL L.L.

AREA = 1153 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

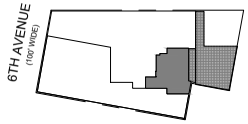
BRENT M. PORTER, ARCHITECT PLLC

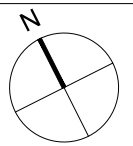
DATE: JANUARY 2026

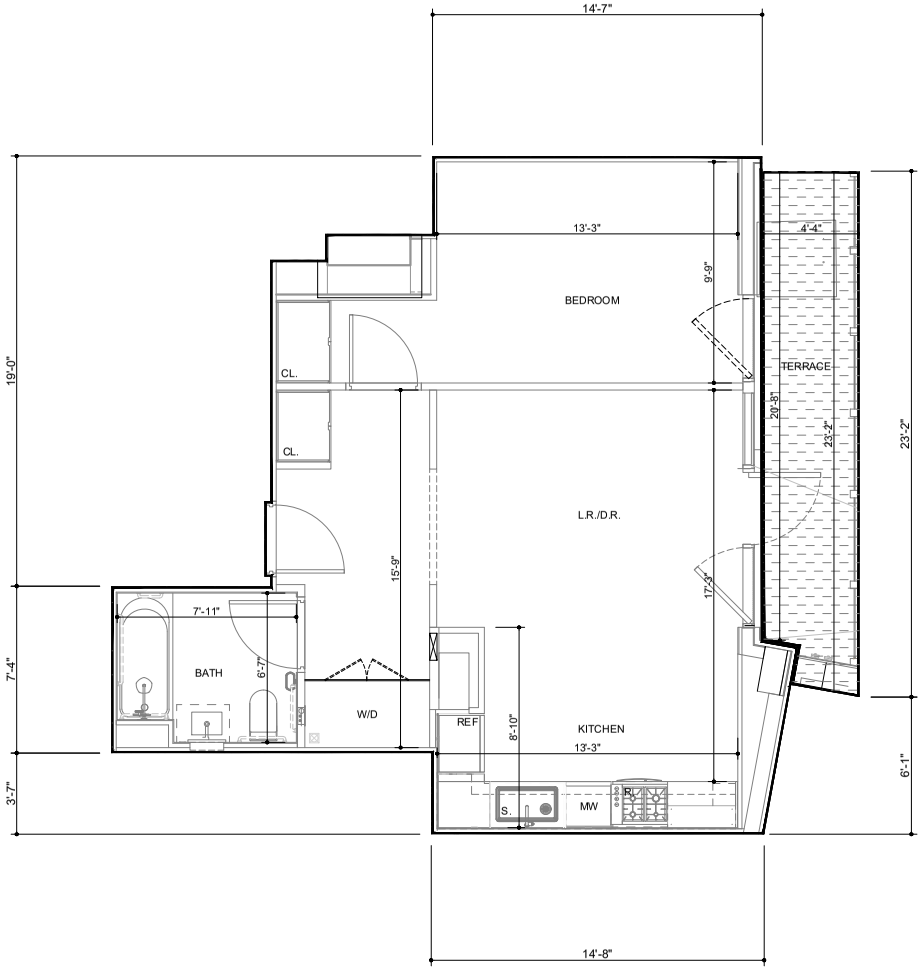
1ST FLOOR

GROSS AREA = 6145 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.







293

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

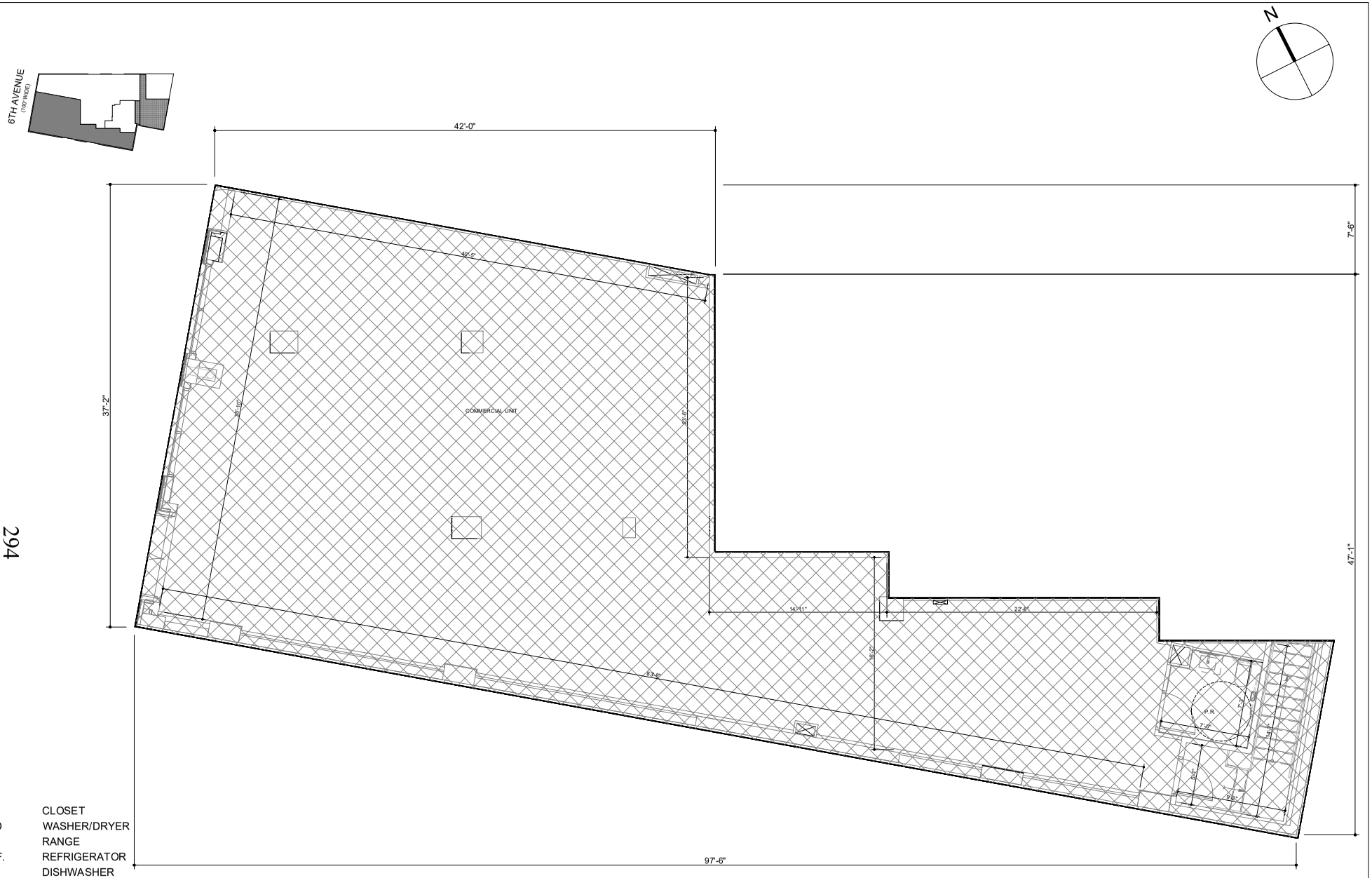
DATE: JANUARY 2026

1ST FLOOR
UNIT 1A

1 BED/1 BATH
AREA = 657 S.F.
BALCONY AREA= 96 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

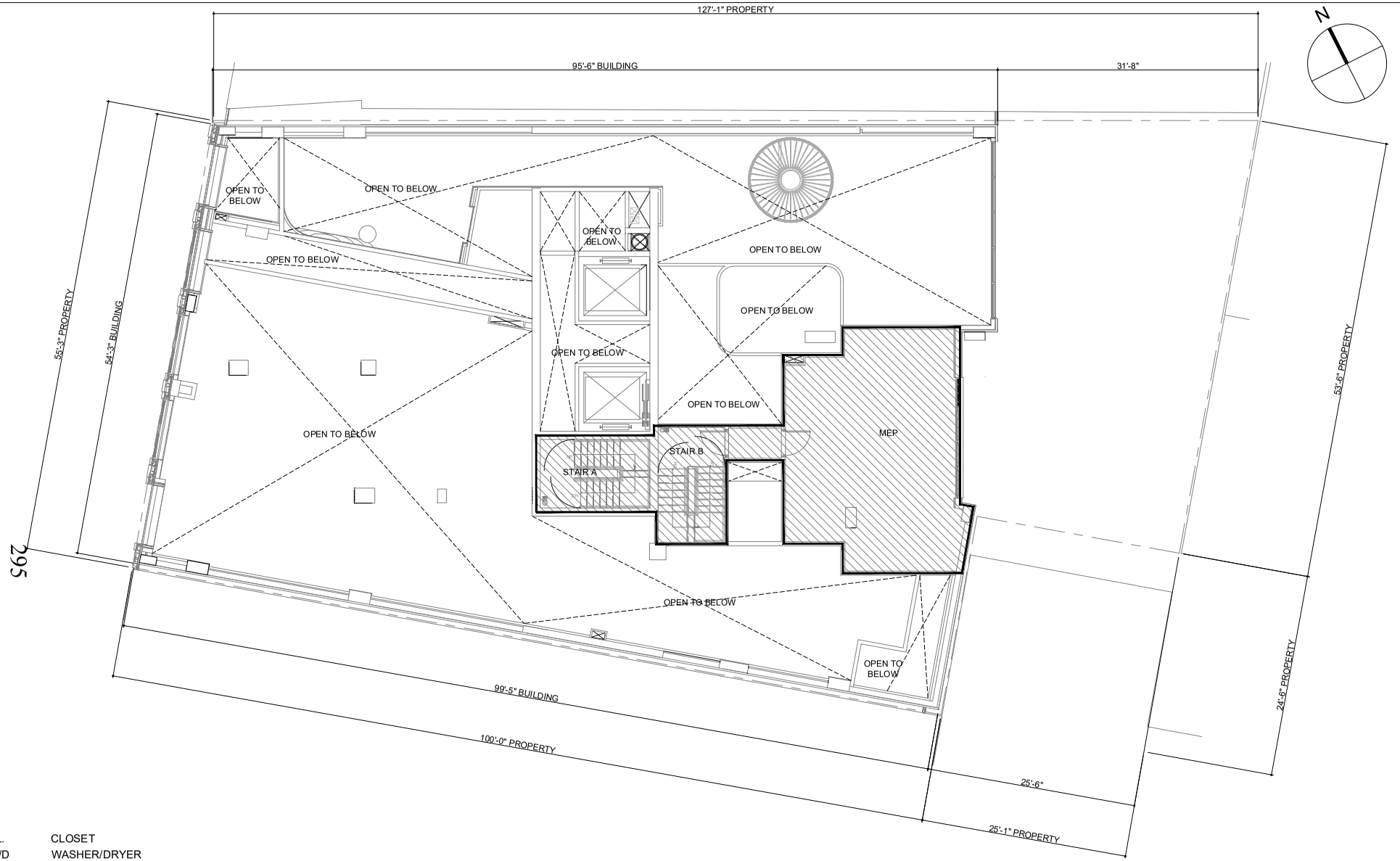
DATE: JANUARY 2026

1ST FLOOR
COMMERCIAL U.L.

AREA = 2556 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

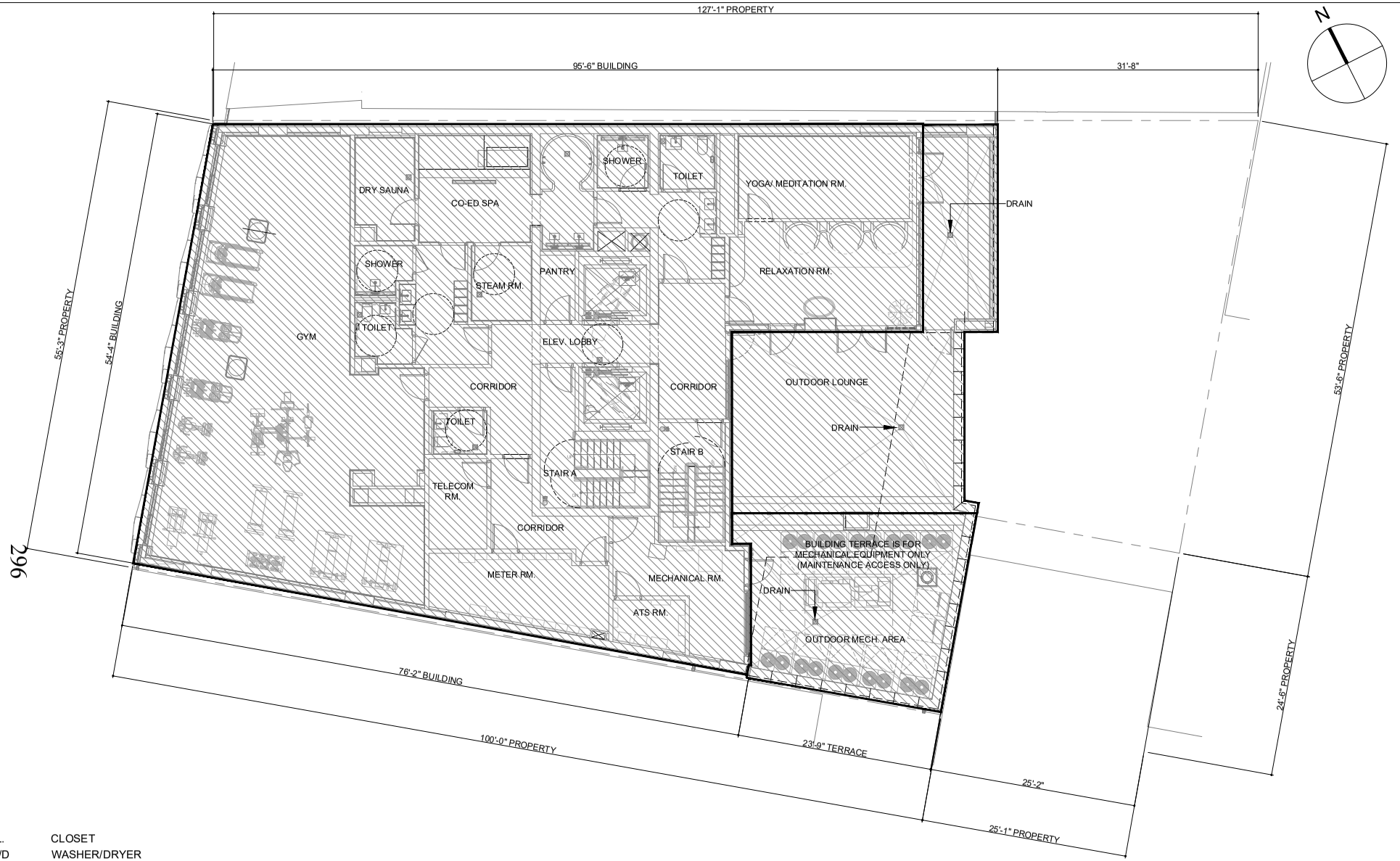
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

MEZZANINE

GROSS AREA = 914 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

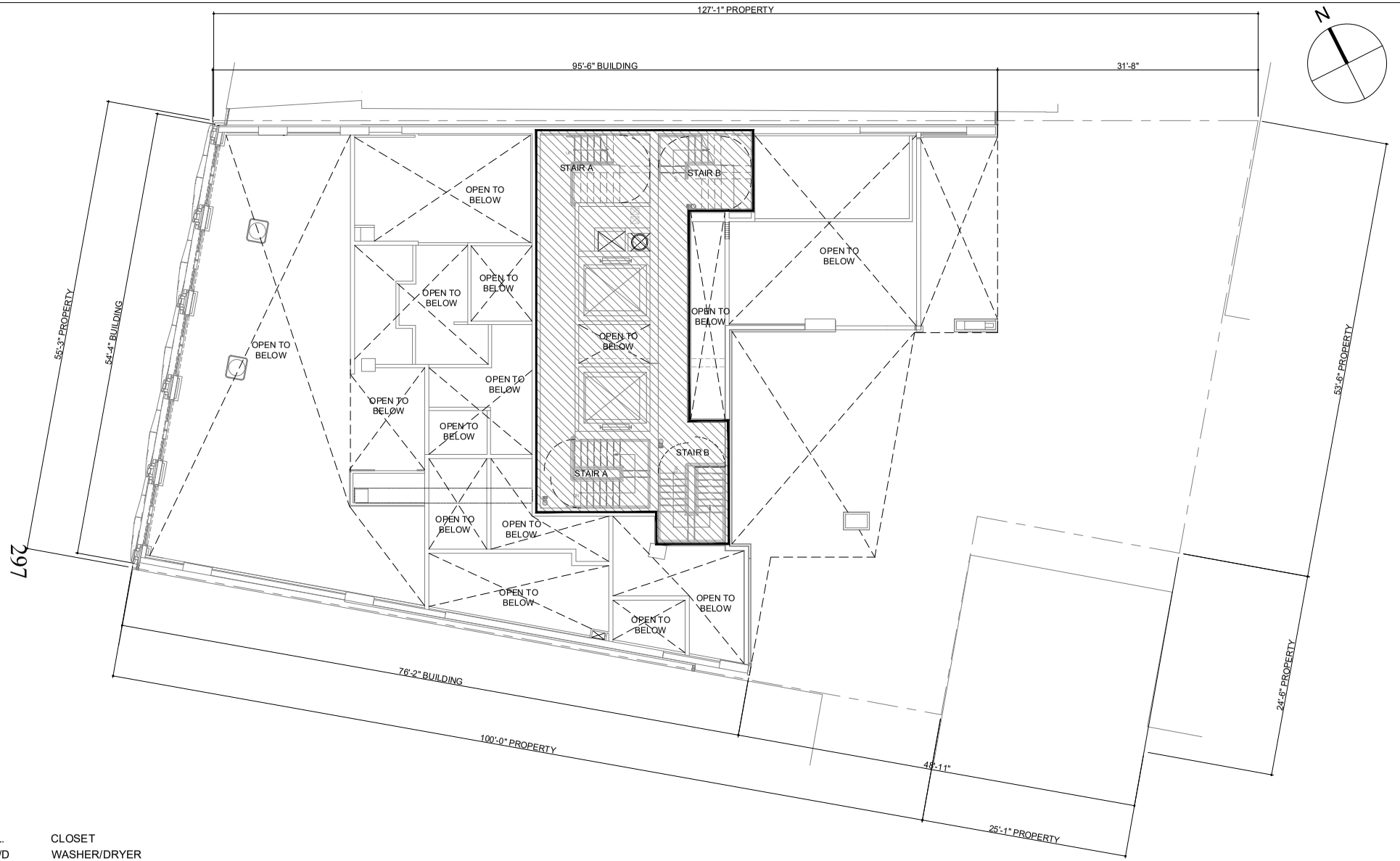
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

2ND FLOOR

GROSS AREA = 4738 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

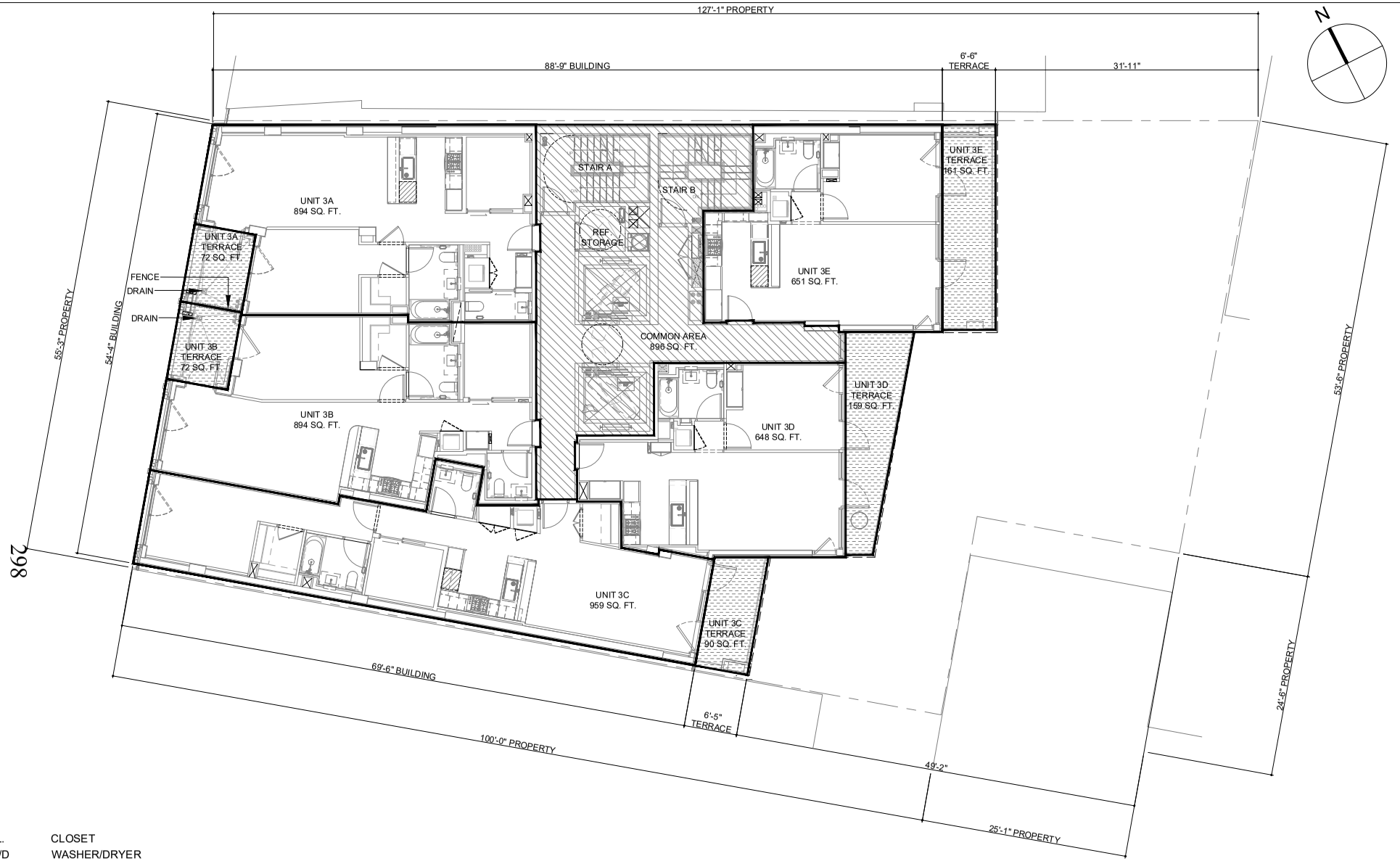
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

STAIR TRANSFER

GROSS AREA = 1028 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

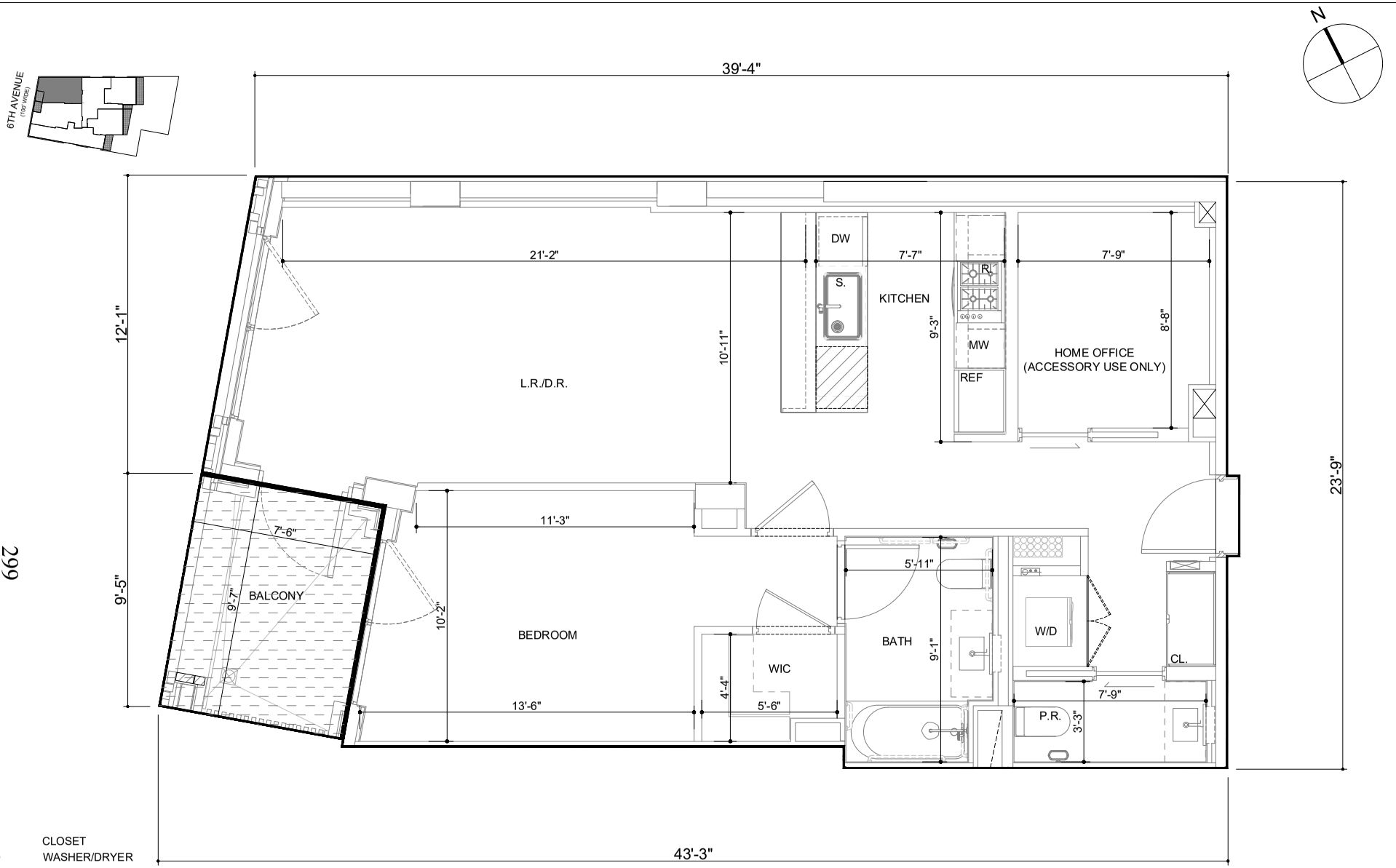
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

3RD FLOOR

GROSS AREA = 4943 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

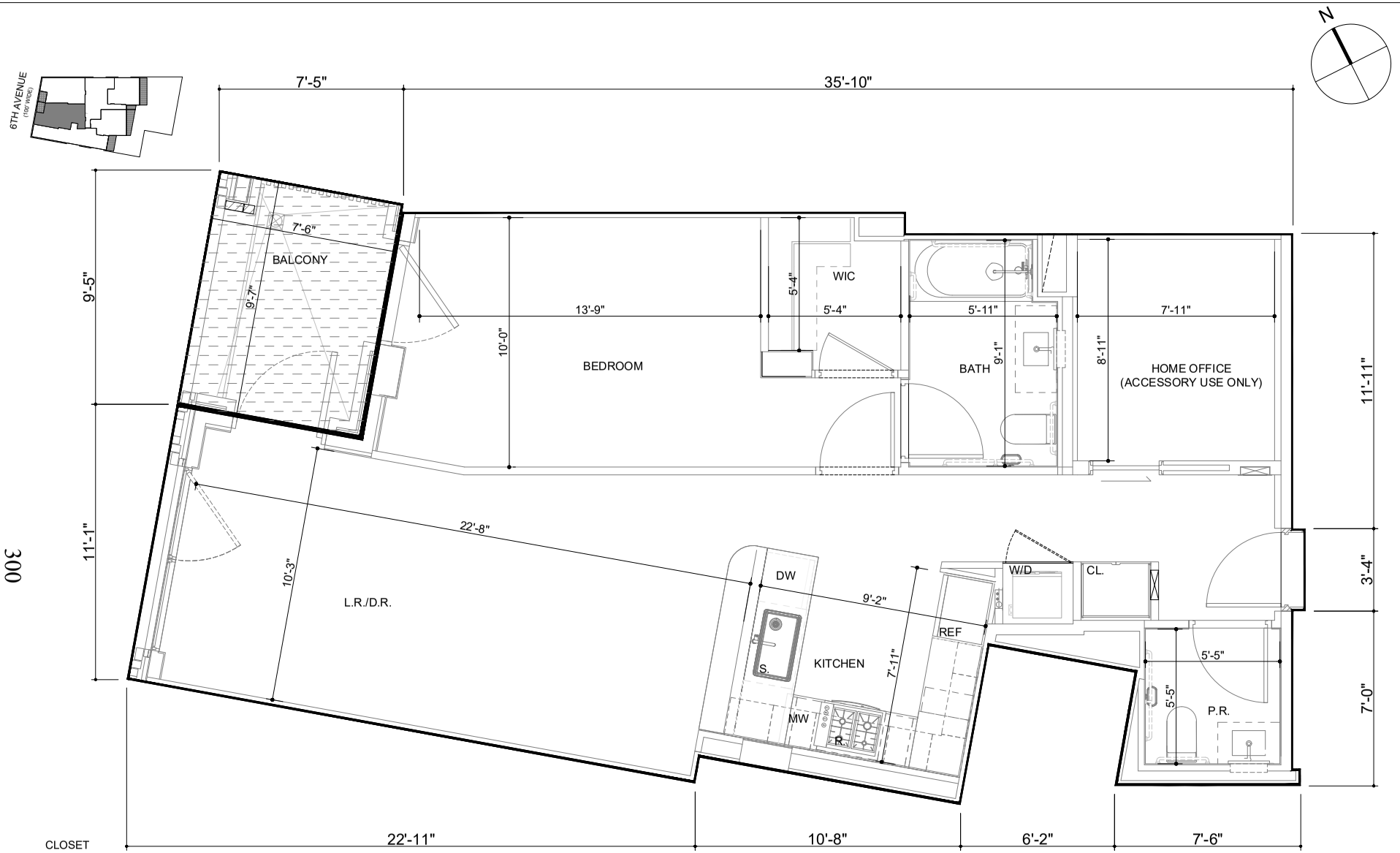
DATE: JANUARY 2026

3RD FLOOR
UNIT 3A

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

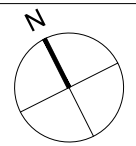
DATE: JANUARY 2026

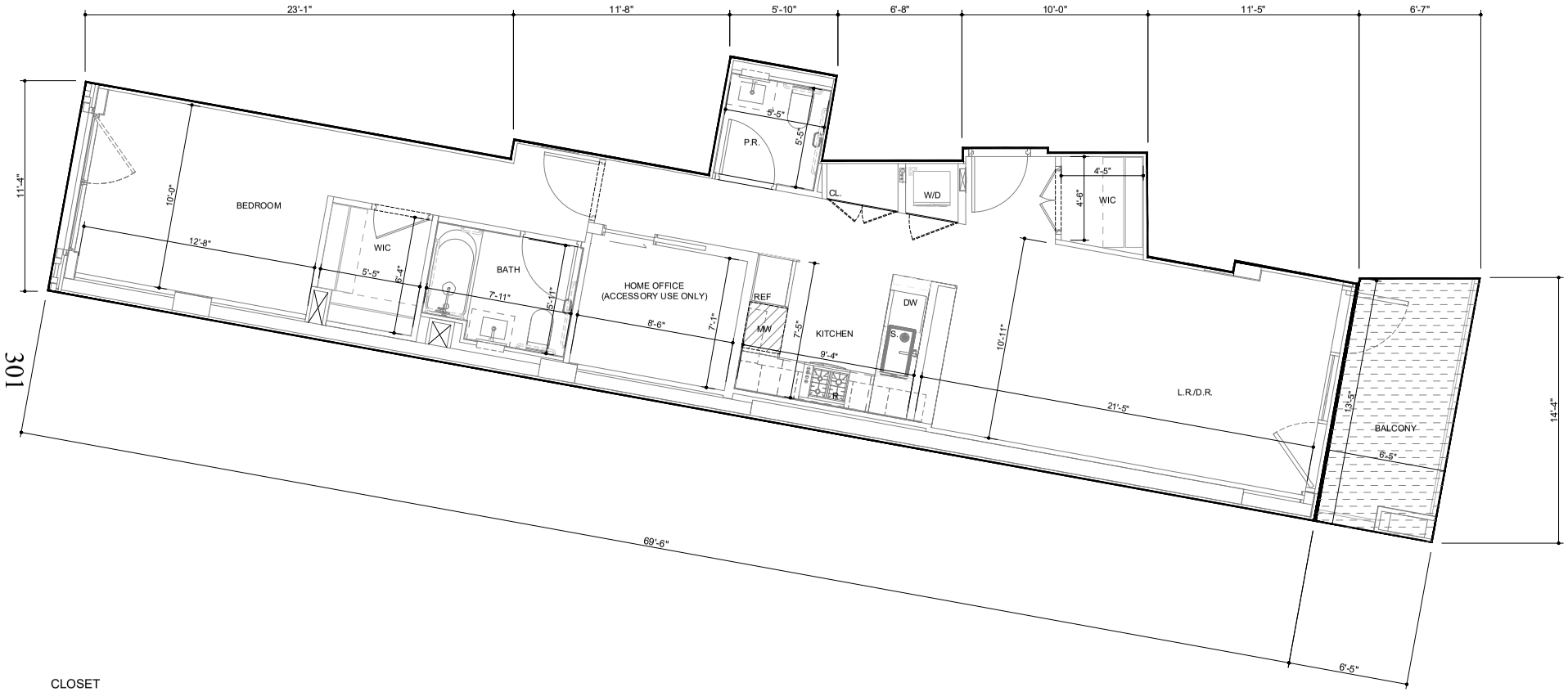
3RD FLOOR
UNIT 3B

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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.

SCALE: 0' 8' 16' 24'





CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

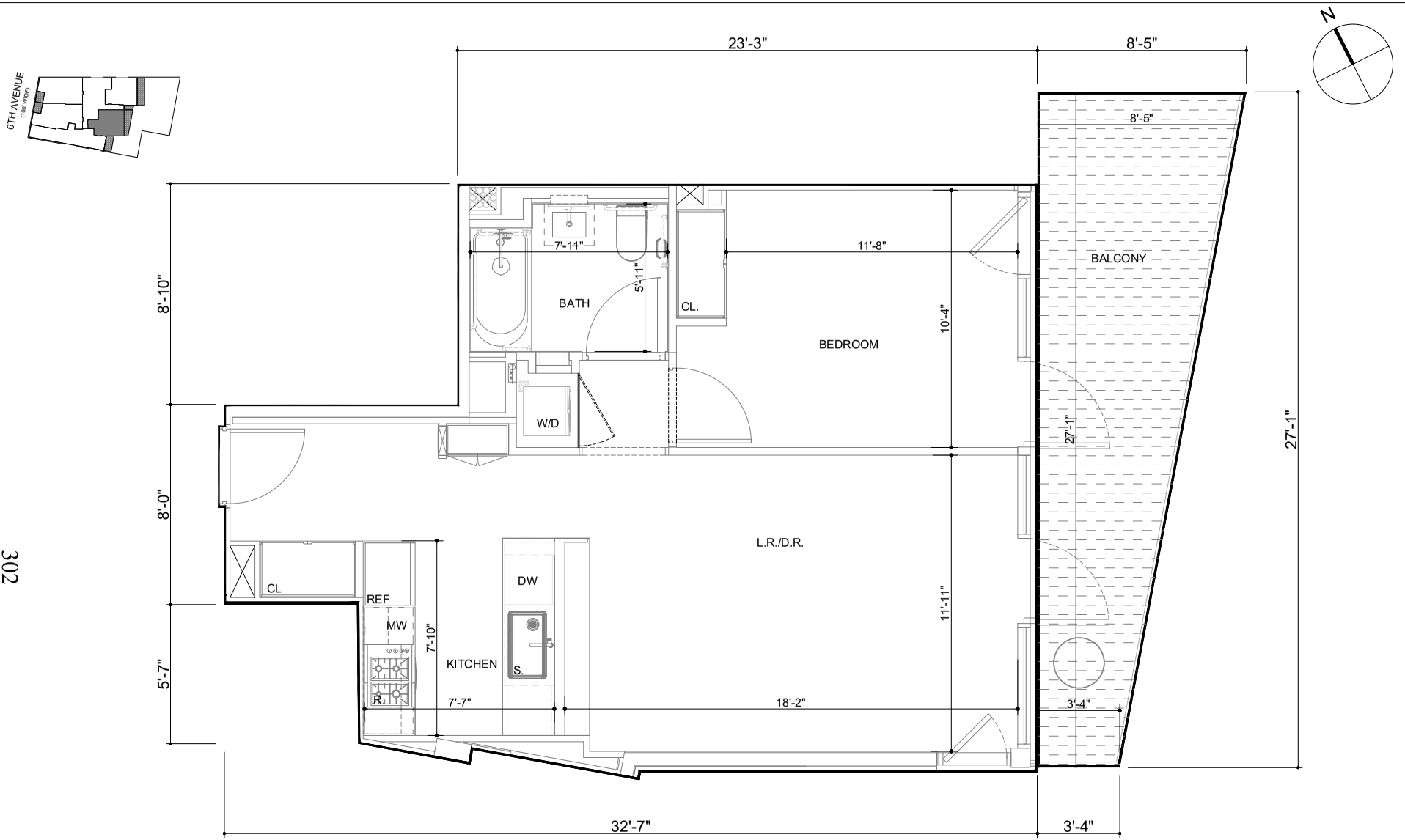
DATE: JANUARY 2026

3RD FLOOR
UNIT 3C

1 BED/ 2 BATH
AREA = 959 S.F.
BALCONY AREA= 90 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

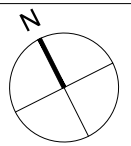
DATE: JANUARY 2026

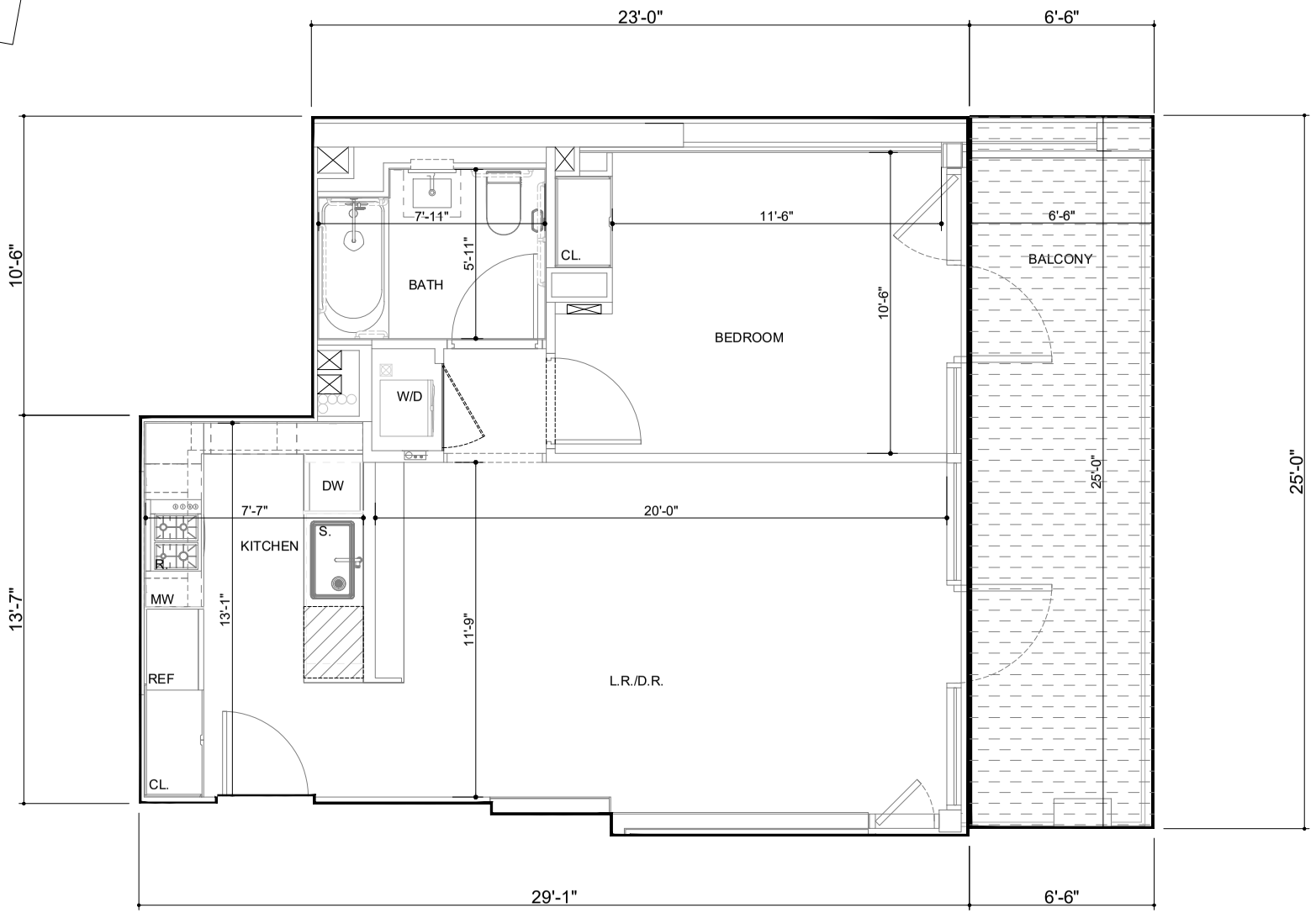
3RD FLOOR
UNIT 3D

1 BED/ 1 BATH
AREA = 648 S.F.
BALCONY AREA= 159 S.F.

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.

SCALE: 0' 8' 16' 24'





303

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

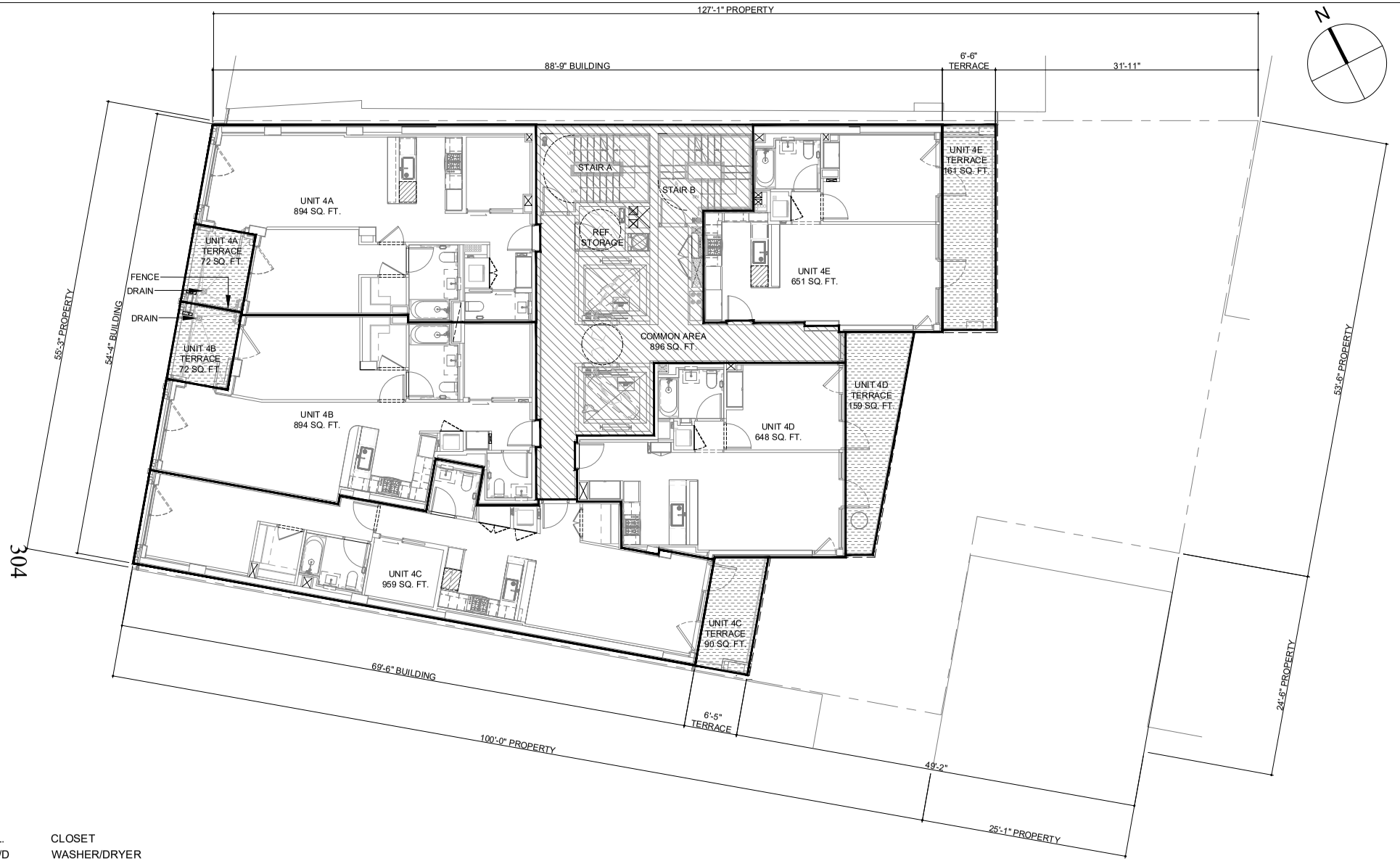
DATE: JANUARY 2026

3RD FLOOR
UNIT 3E

1 BED/ 1 BATH
AREA = 651 S.F.
BALCONY AREA= 161 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

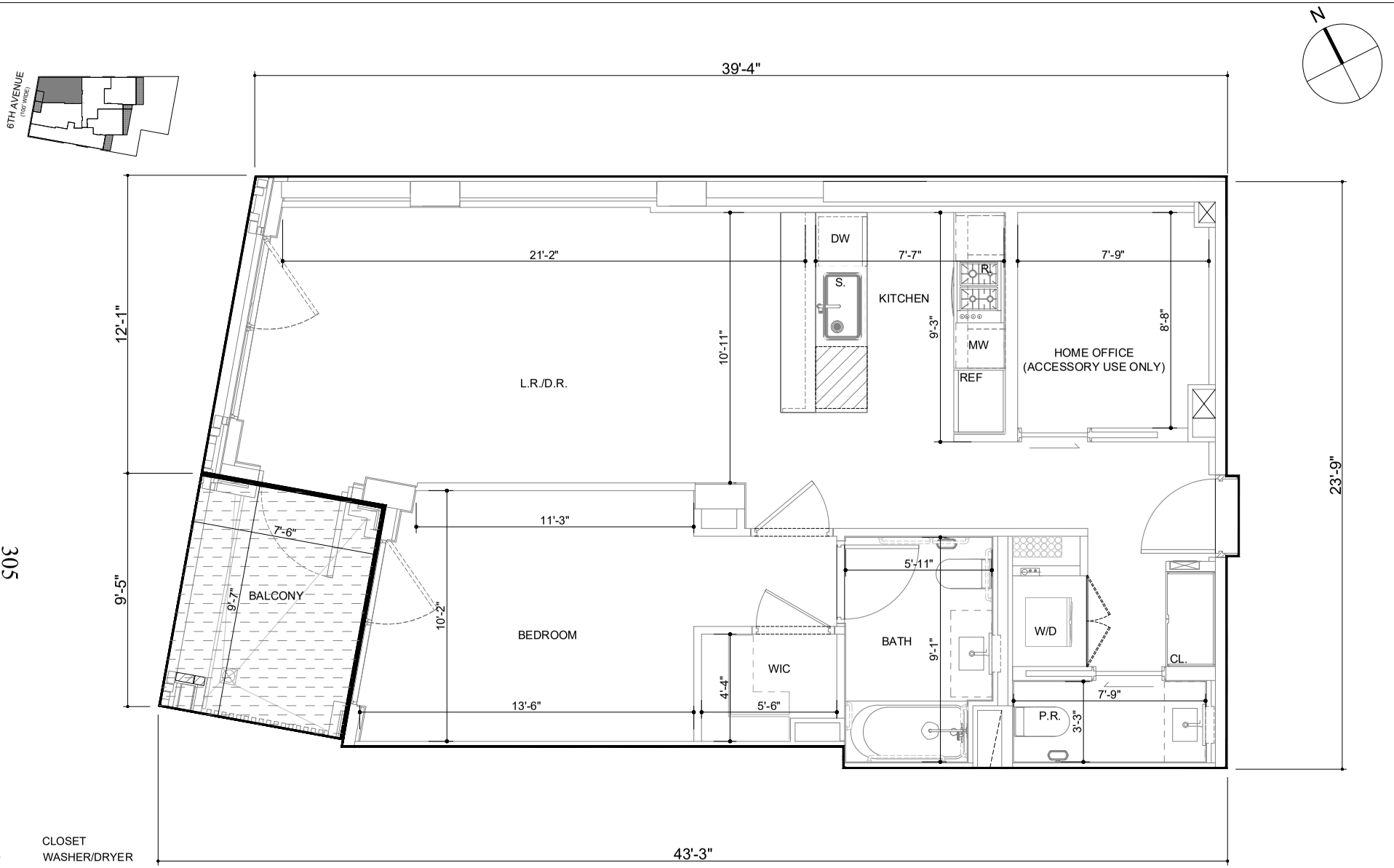
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

4TH FLOOR

GROSS AREA = 4943 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

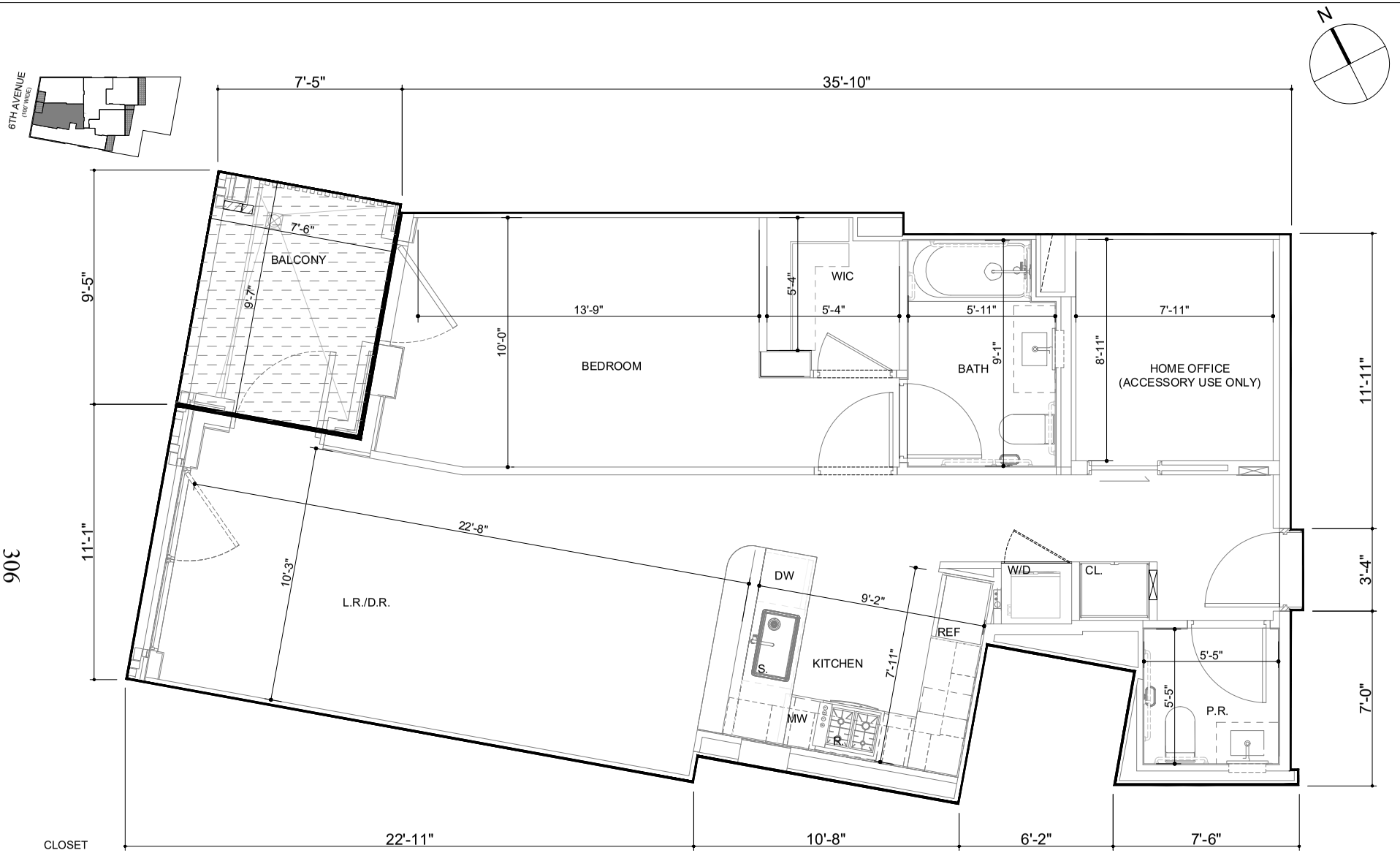
DATE: JANUARY 2026

4TH FLOOR
UNIT 4A

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

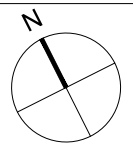
DATE: JANUARY 2026

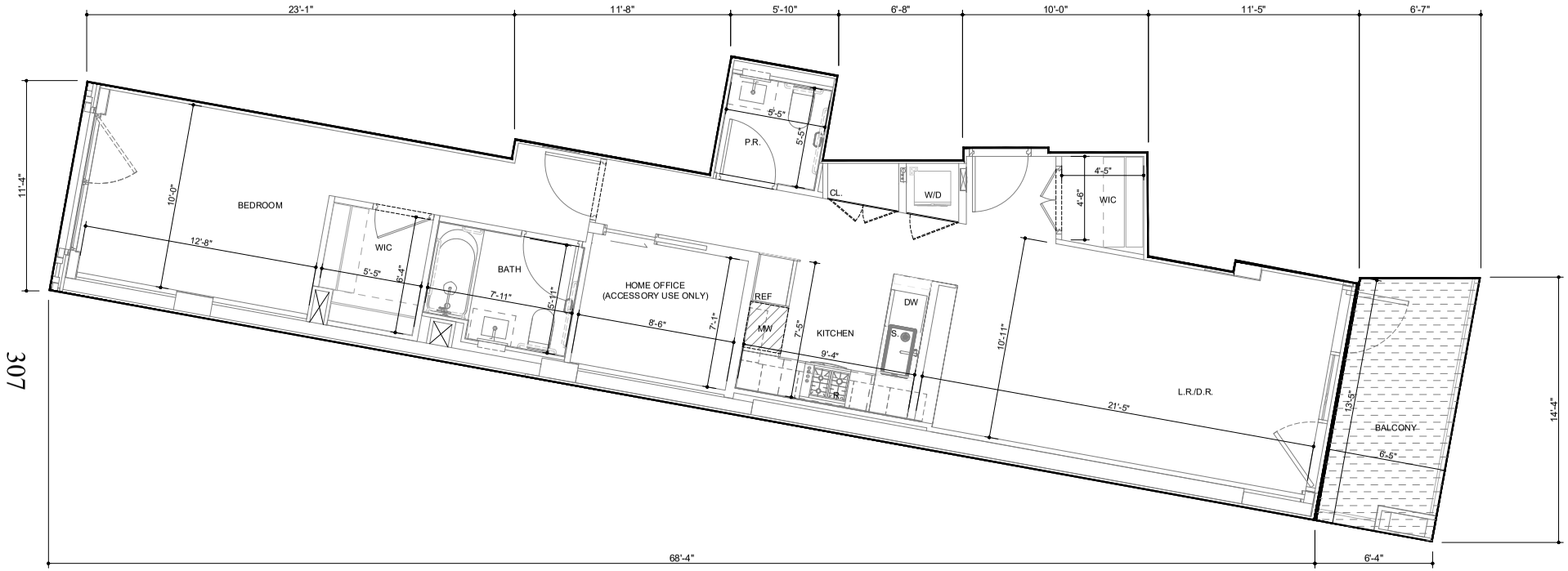
4TH FLOOR
UNIT 4B

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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.

SCALE: 0' 8' 16' 24'





CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

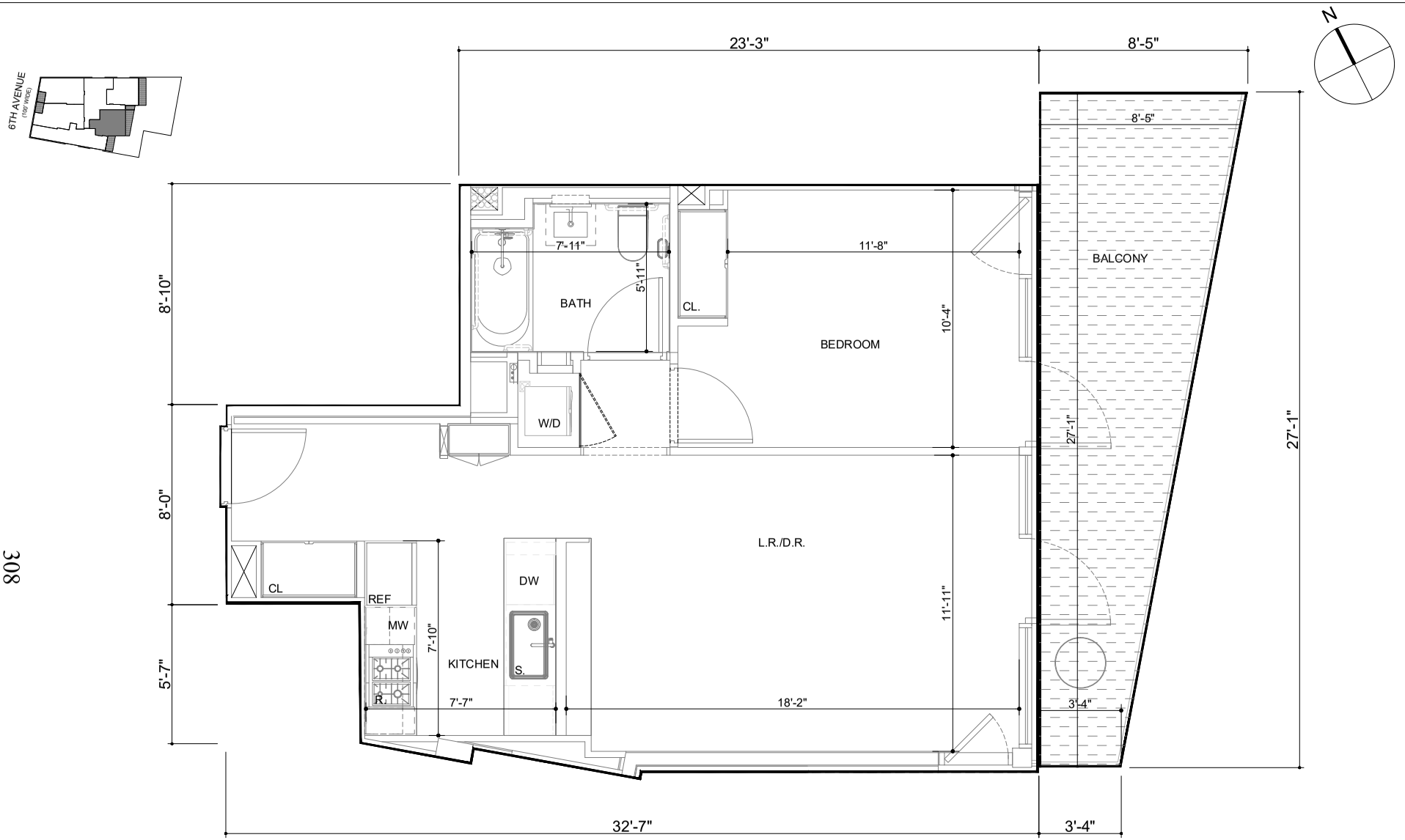
DATE: JANUARY 2026

4TH FLOOR
UNIT 4C

1 BED/ 2 BATH
AREA = 959 S.F.
BALCONY AREA= 90 S.F.

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.

SCALE: 0' 8' 16' 24'



308

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

4TH FLOOR
UNIT 4D

1 BED/ 1 BATH
AREA = 648 S.F.
BALCONY AREA= 159 S.F.

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.

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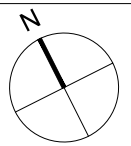

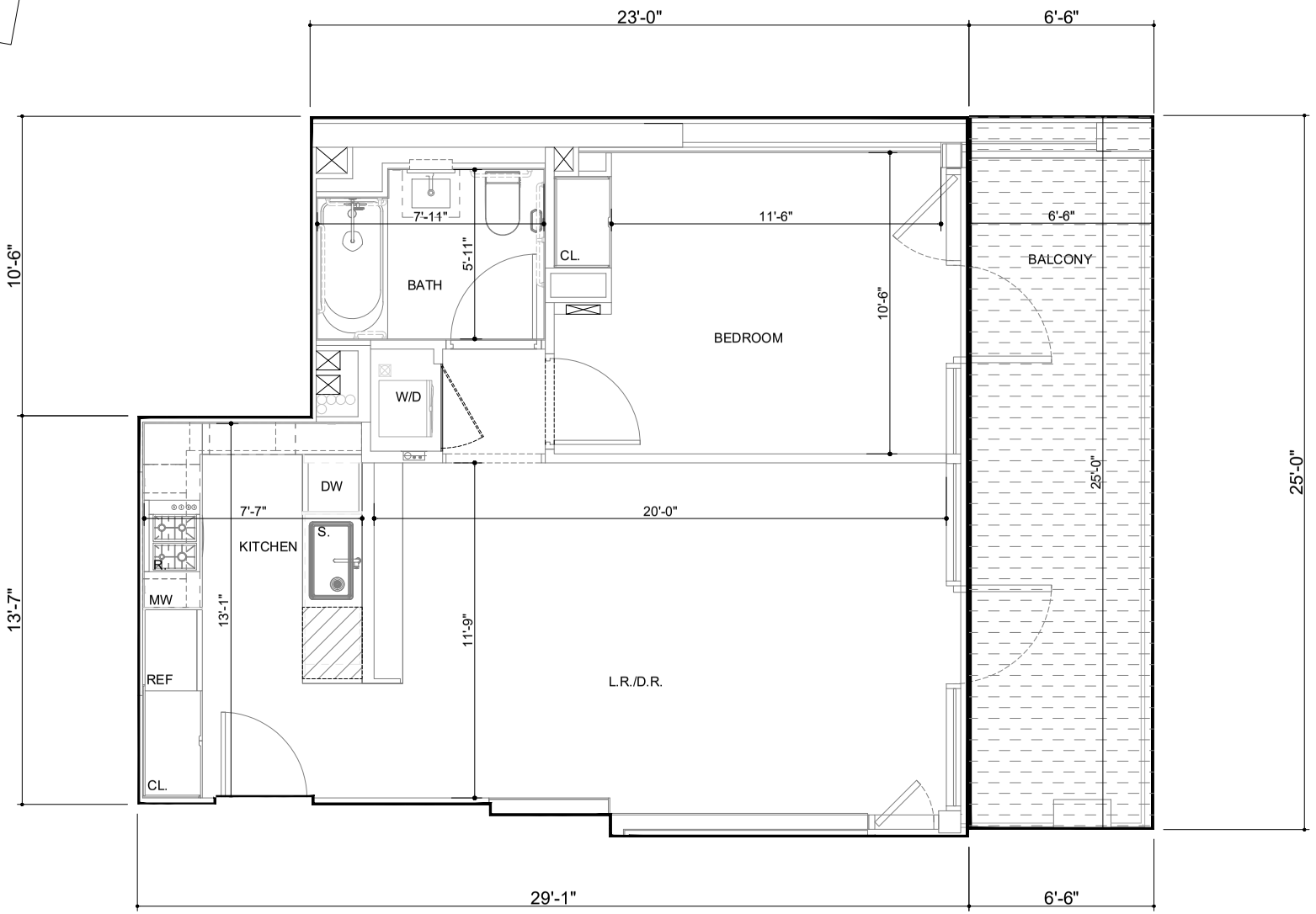

309

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

4TH FLOOR
UNIT 4E

1 BED/ 1 BATH
AREA = 651 S.F.
BALCONY AREA= 161 S.F.

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.

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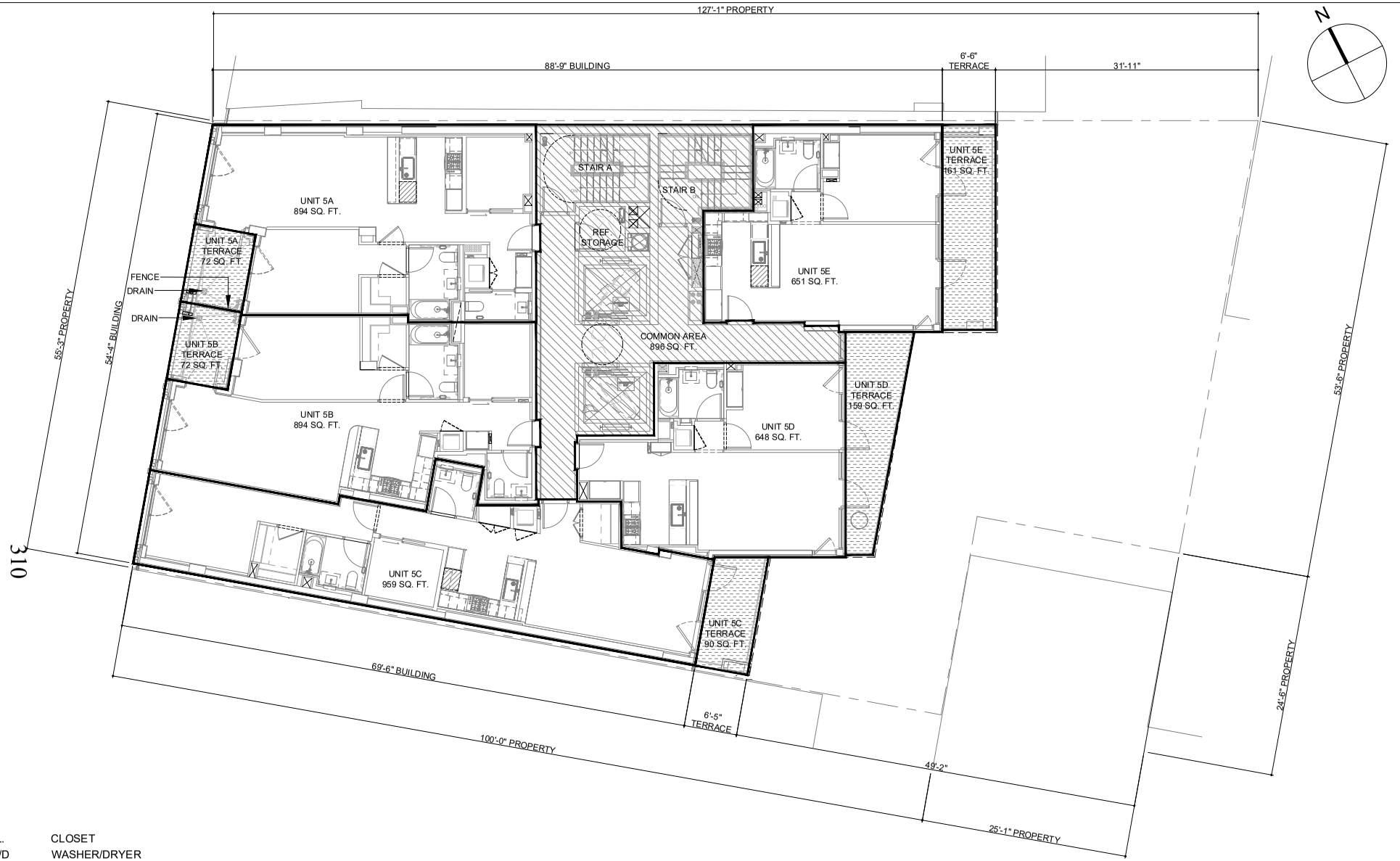


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

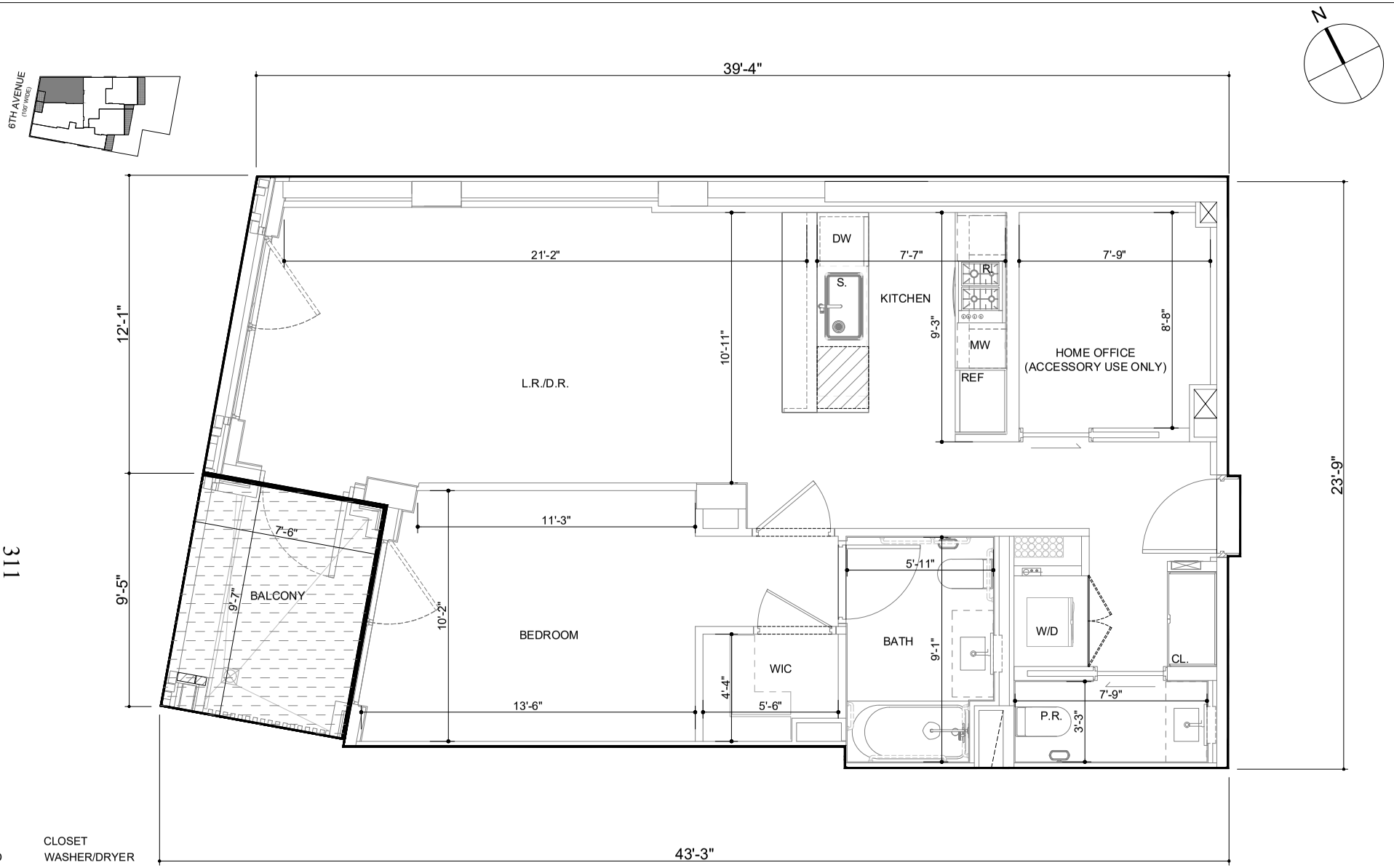
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

5TH FLOOR

GROSS AREA = 4943 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

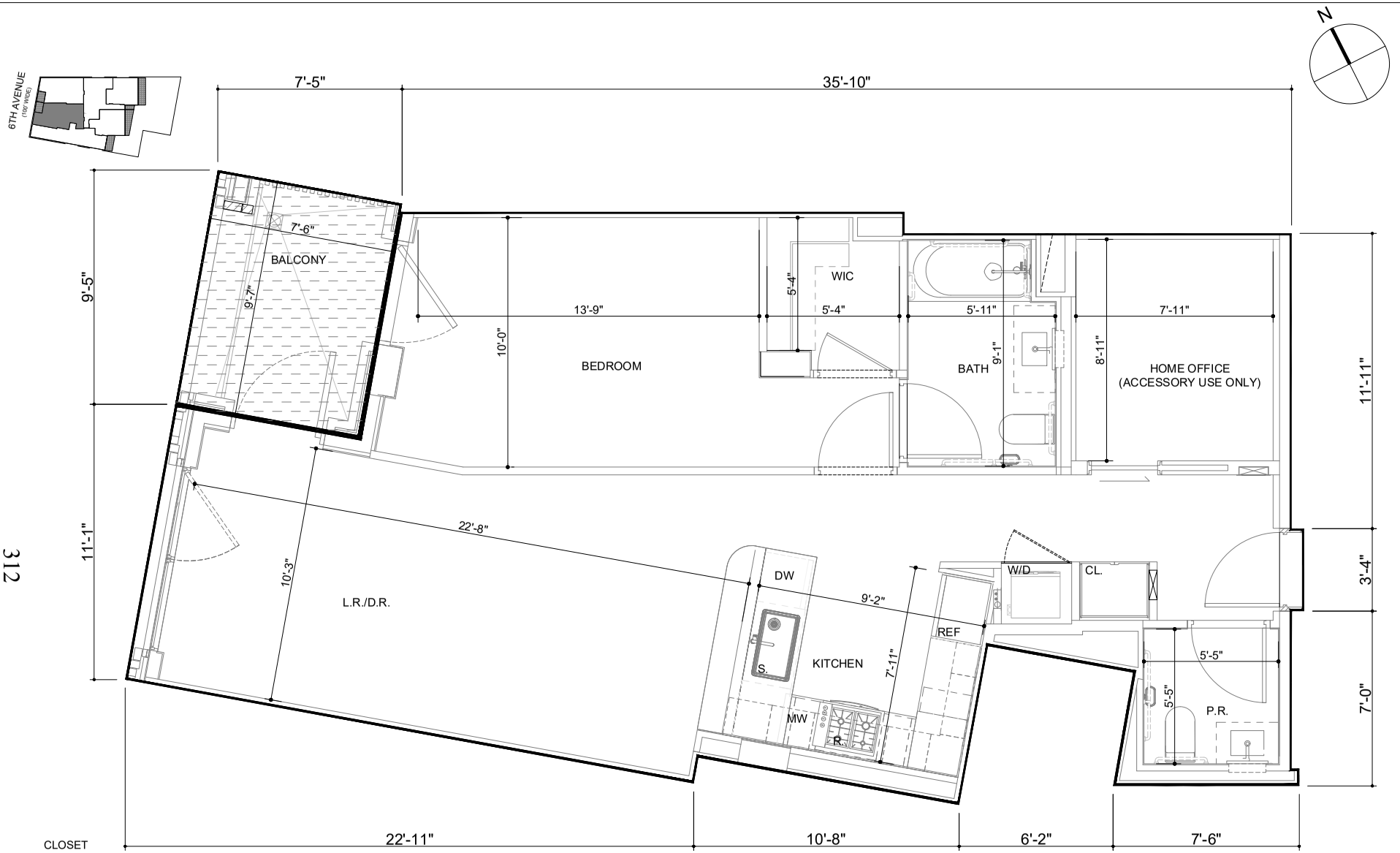
DATE: JANUARY 2026

5TH FLOOR
UNIT 5A

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

5TH FLOOR
UNIT 5B

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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.

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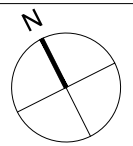

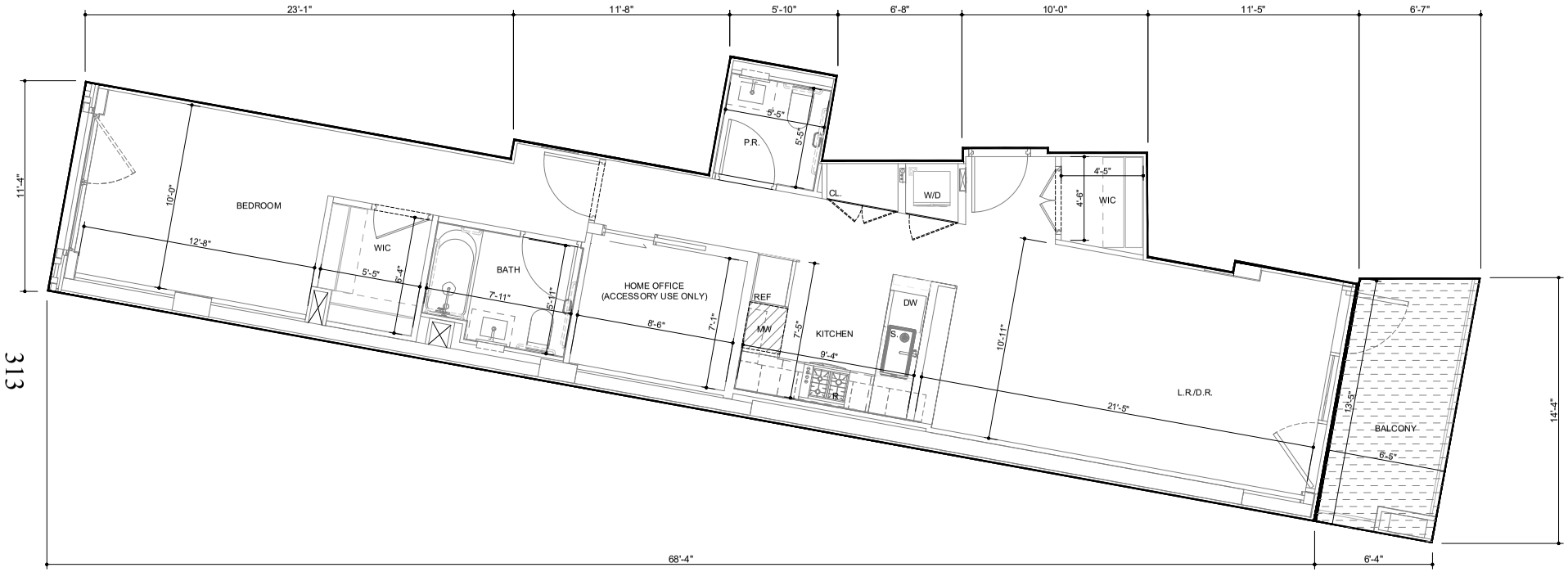

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

5TH FLOOR
UNIT 5C

1 BED/ 2 BATH
AREA = 959 S.F.
BALCONY AREA= 90 S.F.

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.

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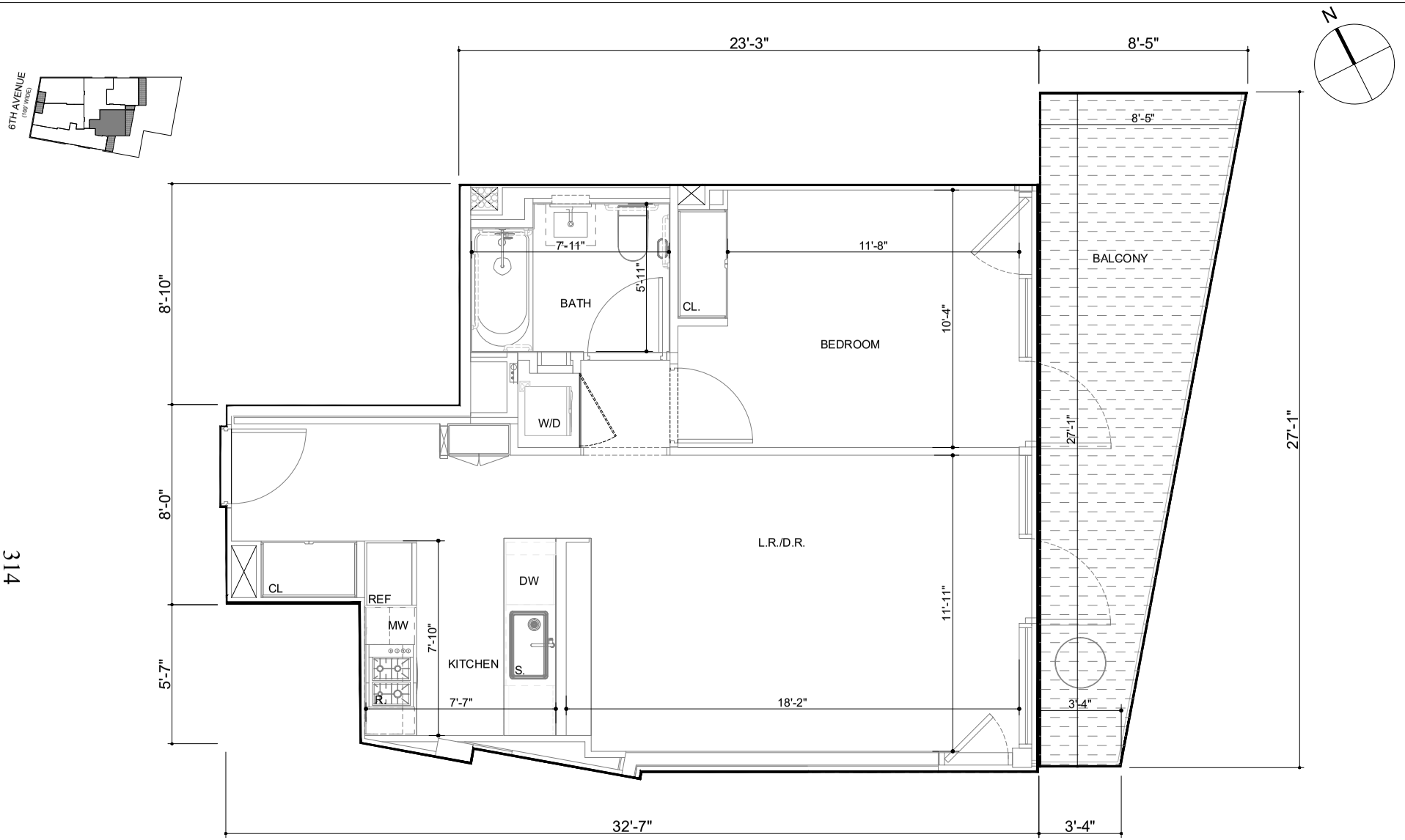

314

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

5TH FLOOR
UNIT 5D

1 BED/ 1 BATH
AREA = 648 S.F.
BALCONY AREA= 159 S.F.

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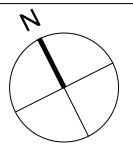

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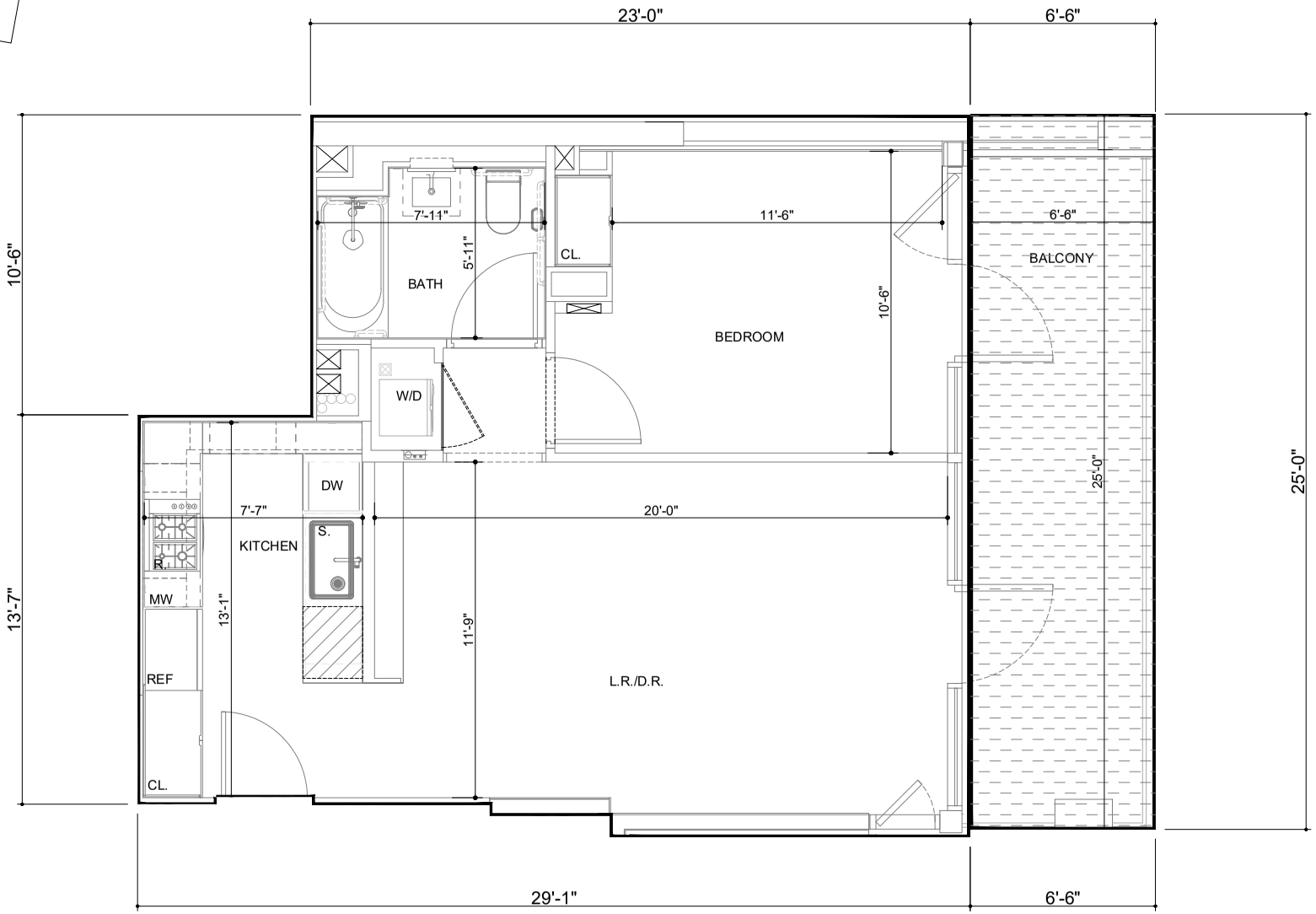

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REF.	REFRIGERATOR
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

5TH FLOOR
UNIT 5E

1 BED/ 1 BATH
AREA = 651 S.F.
BALCONY AREA= 161 S.F.

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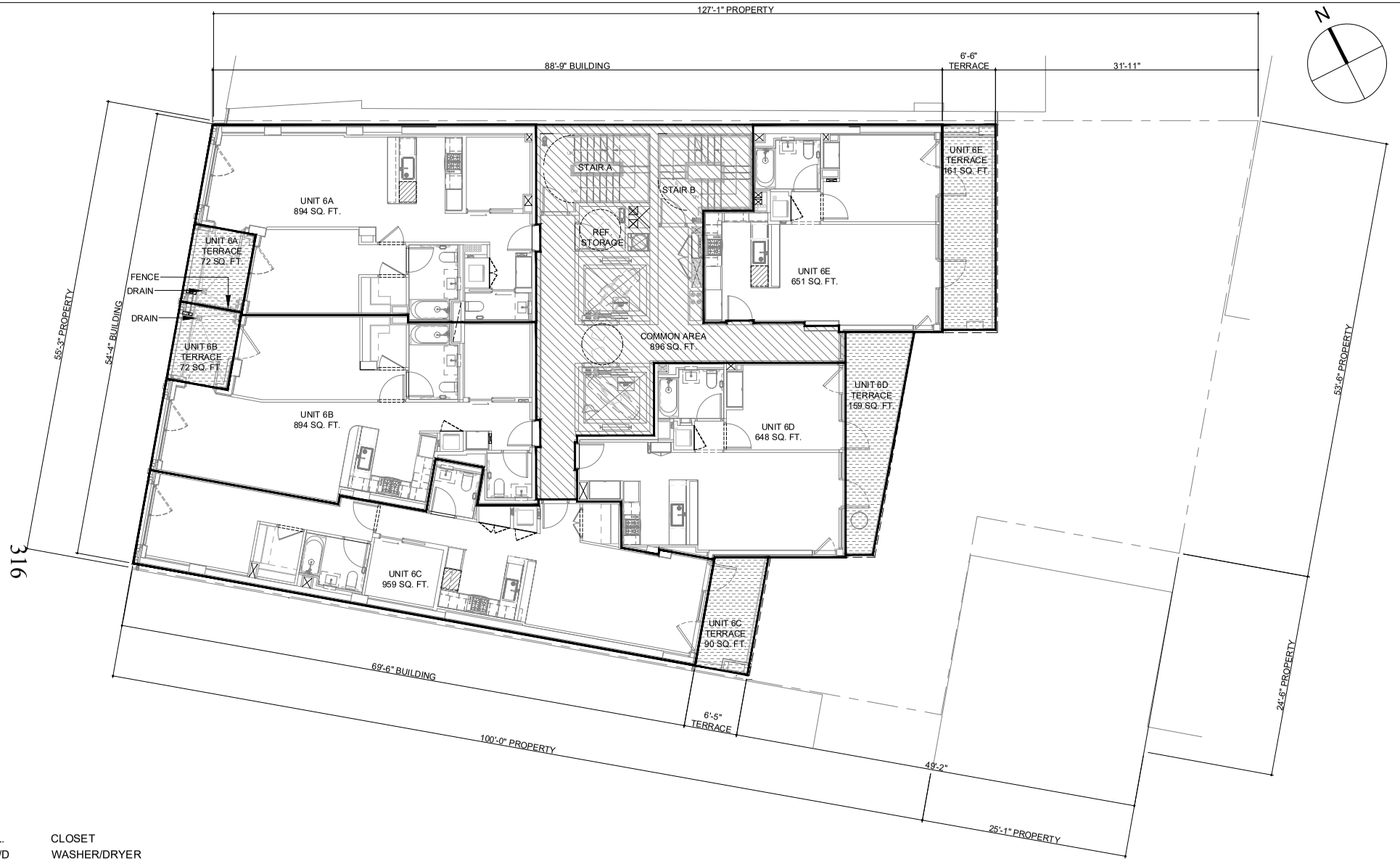

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

6TH FLOOR

GROSS AREA = 4943 SQ. FT.

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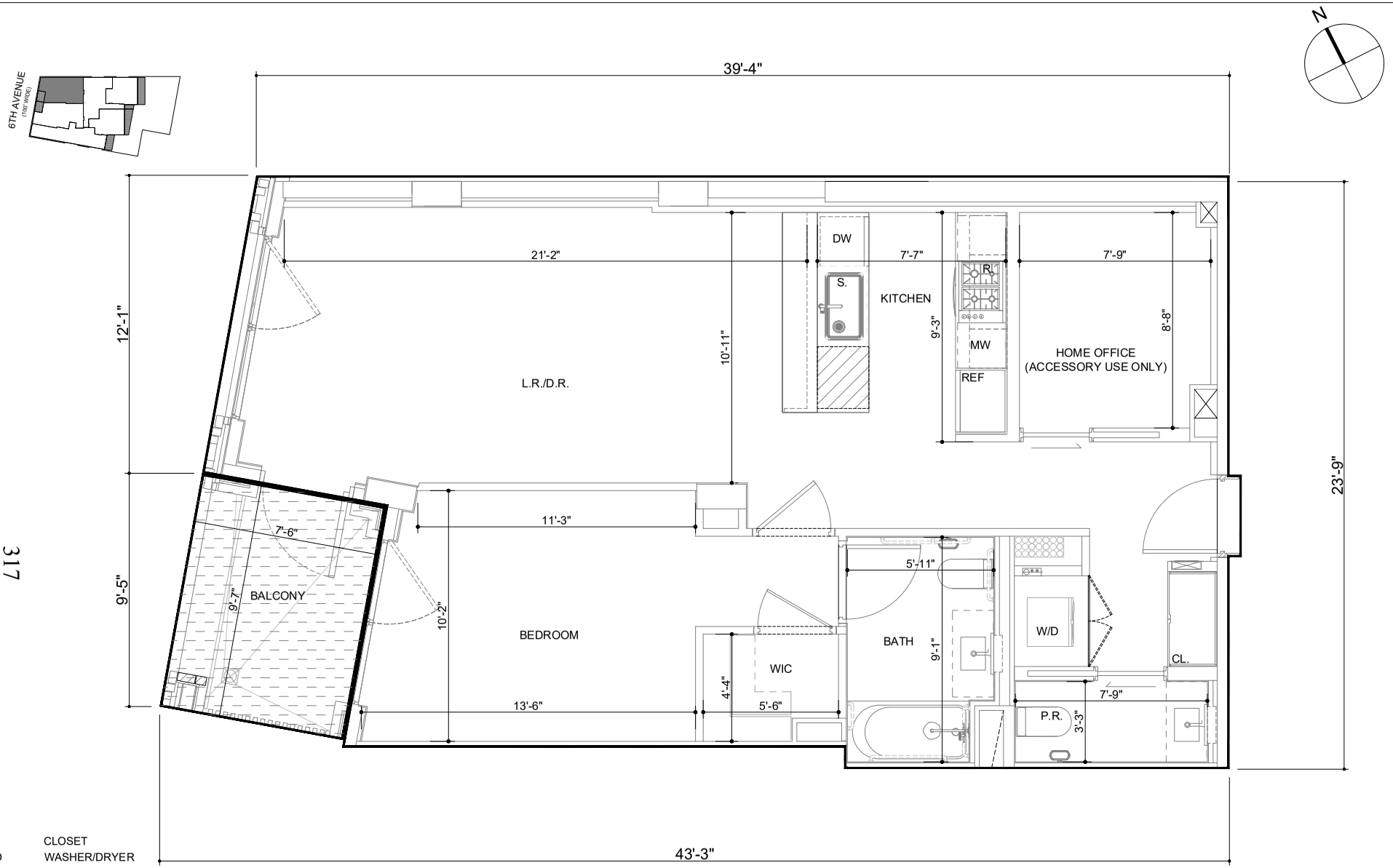

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

6TH FLOOR
UNIT 6A

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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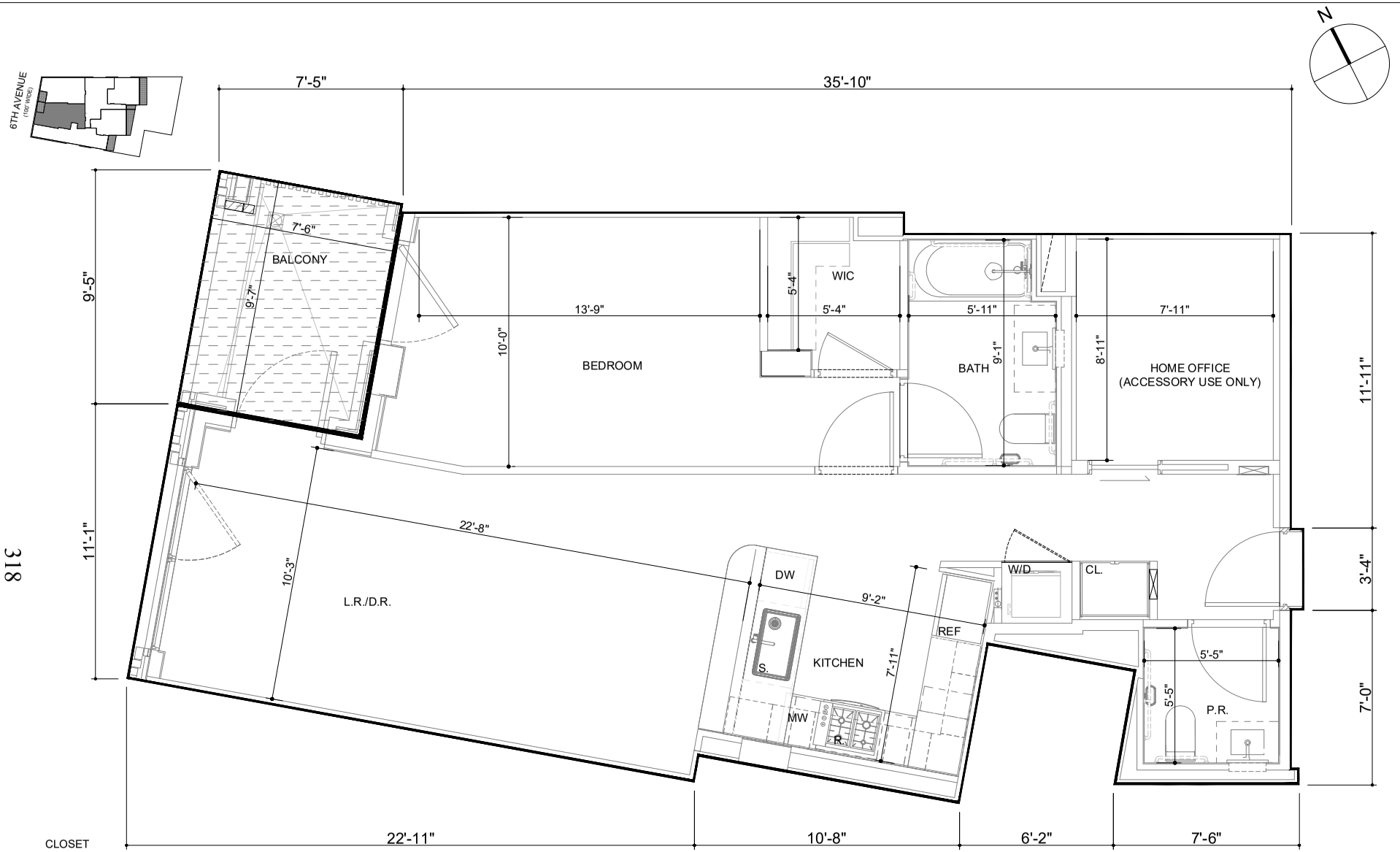
SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

6TH FLOOR
UNIT 6B

1 BED/2 BATH
AREA = 894 S.F.
BALCONY AREA= 72 S.F.

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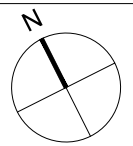

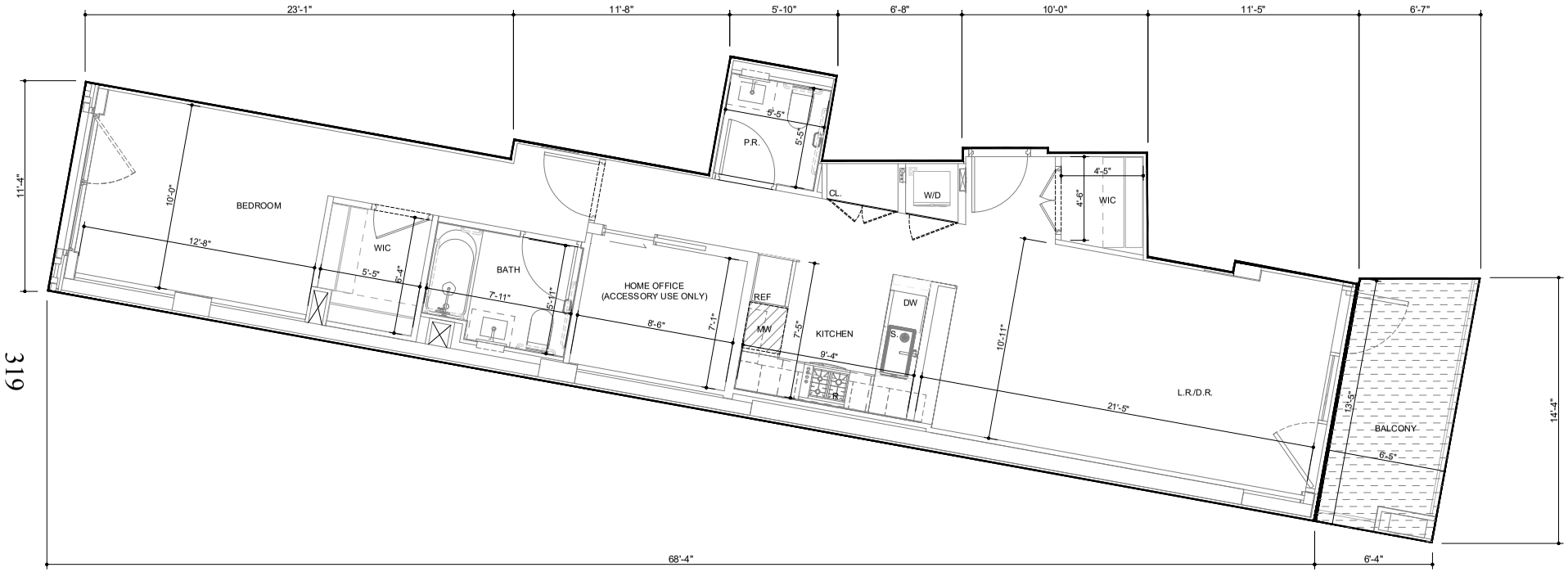

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

6TH FLOOR
UNIT 6C

1 BED/ 2 BATH
AREA = 959 S.F.
BALCONY AREA= 90 S.F.

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.

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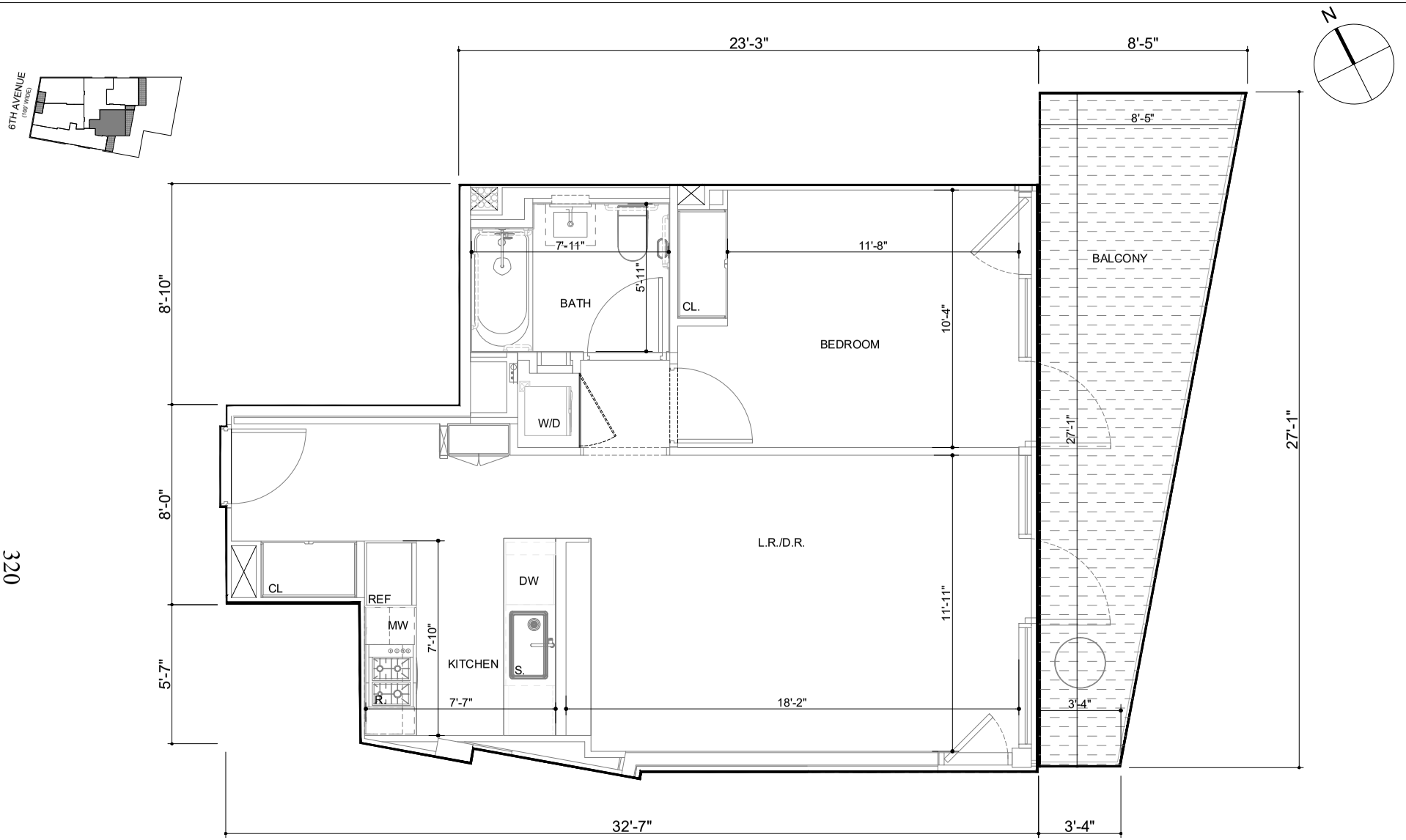

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
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842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

6TH FLOOR
UNIT 6D

1 BED/ 1 BATH
AREA = 648 S.F.
BALCONY AREA= 159 S.F.

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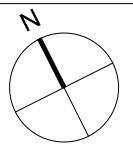

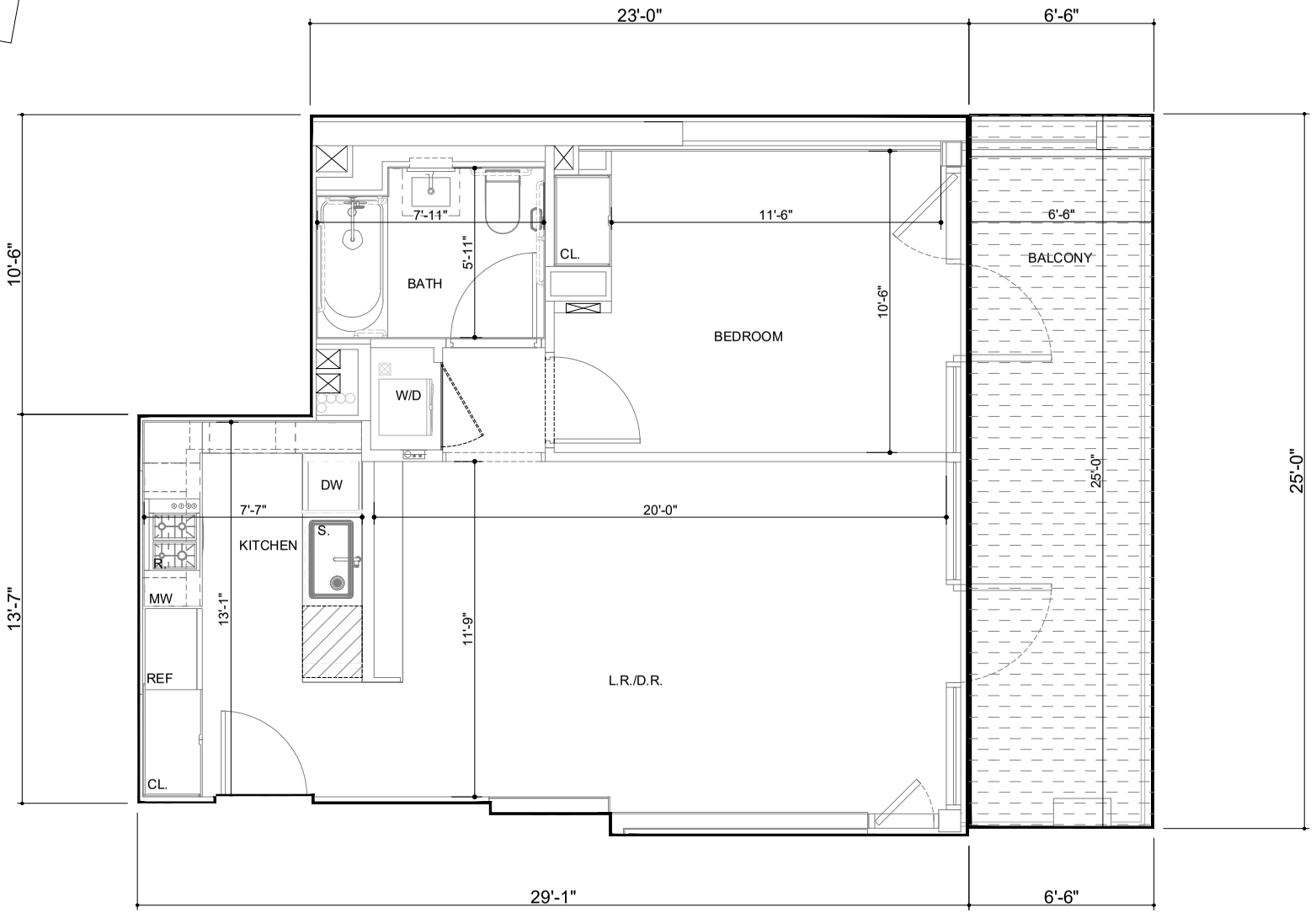

321

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
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842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

6TH FLOOR
UNIT 6E

1 BED/ 1 BATH
AREA = 651 S.F.
BALCONY AREA= 161 S.F.

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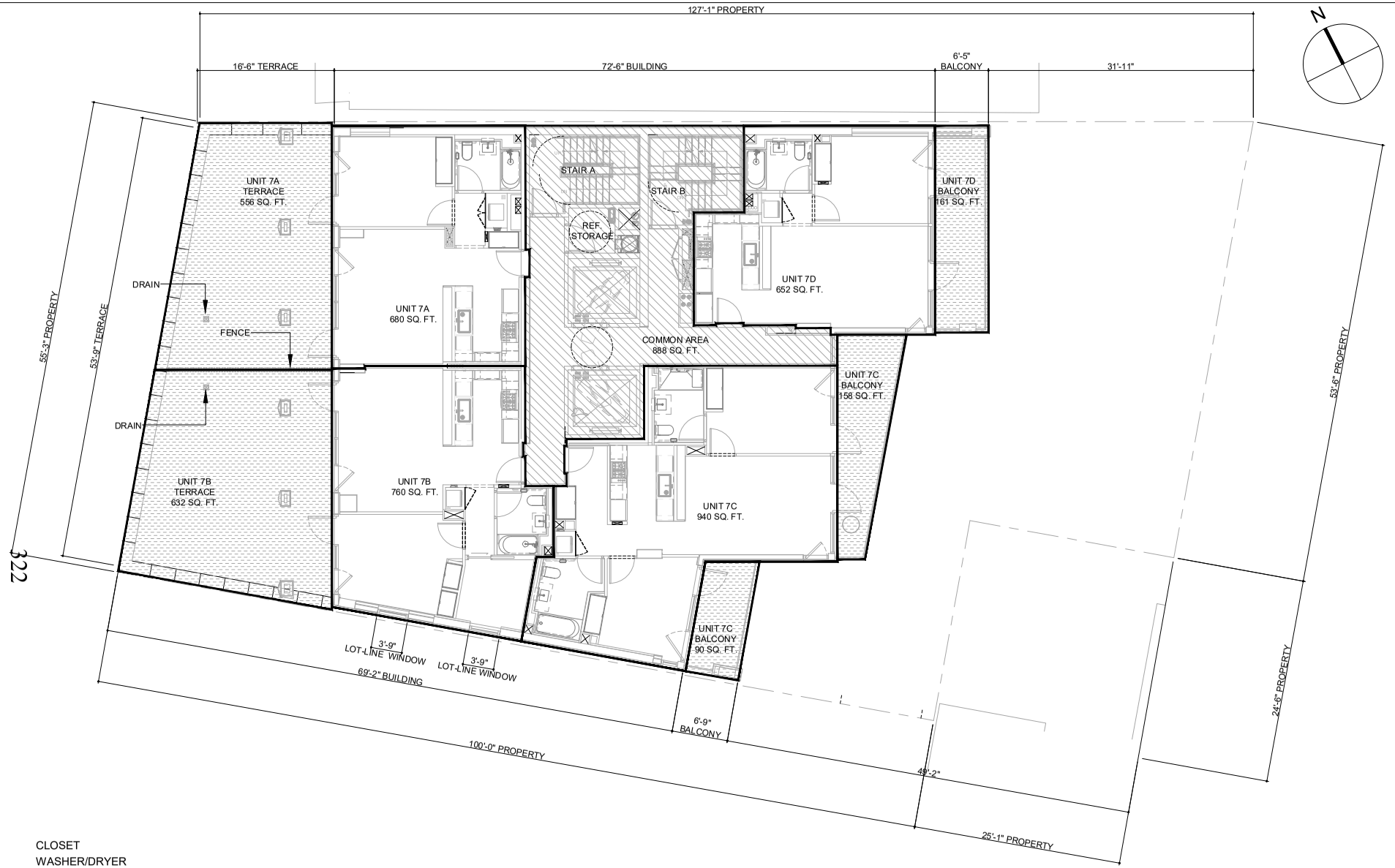

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

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842 6TH AVENUE, NEW YORK, NY 10001

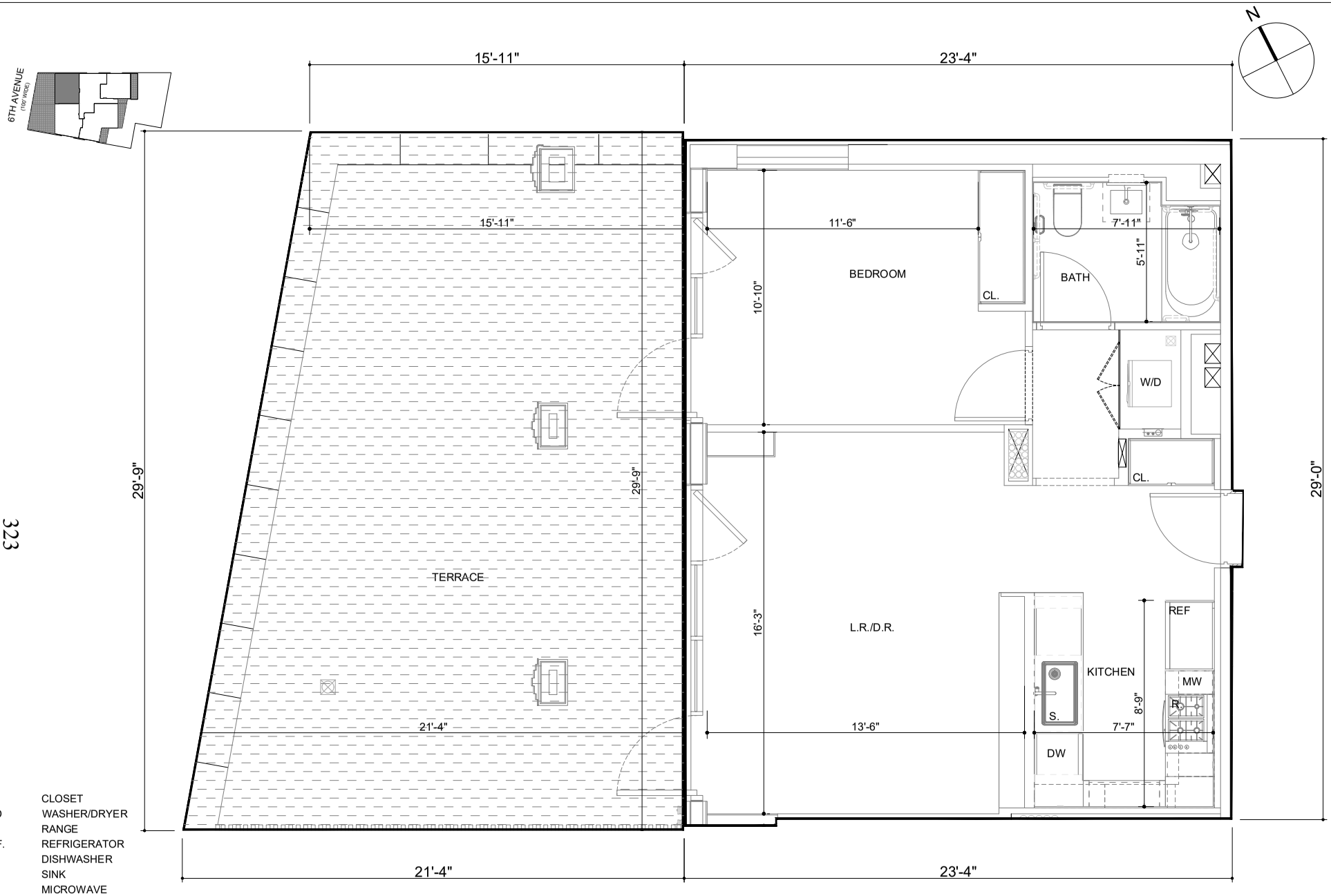
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

7TH FLOOR

GROSS AREA = 3919 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

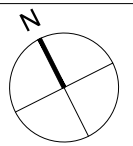
DATE: JANUARY 2026

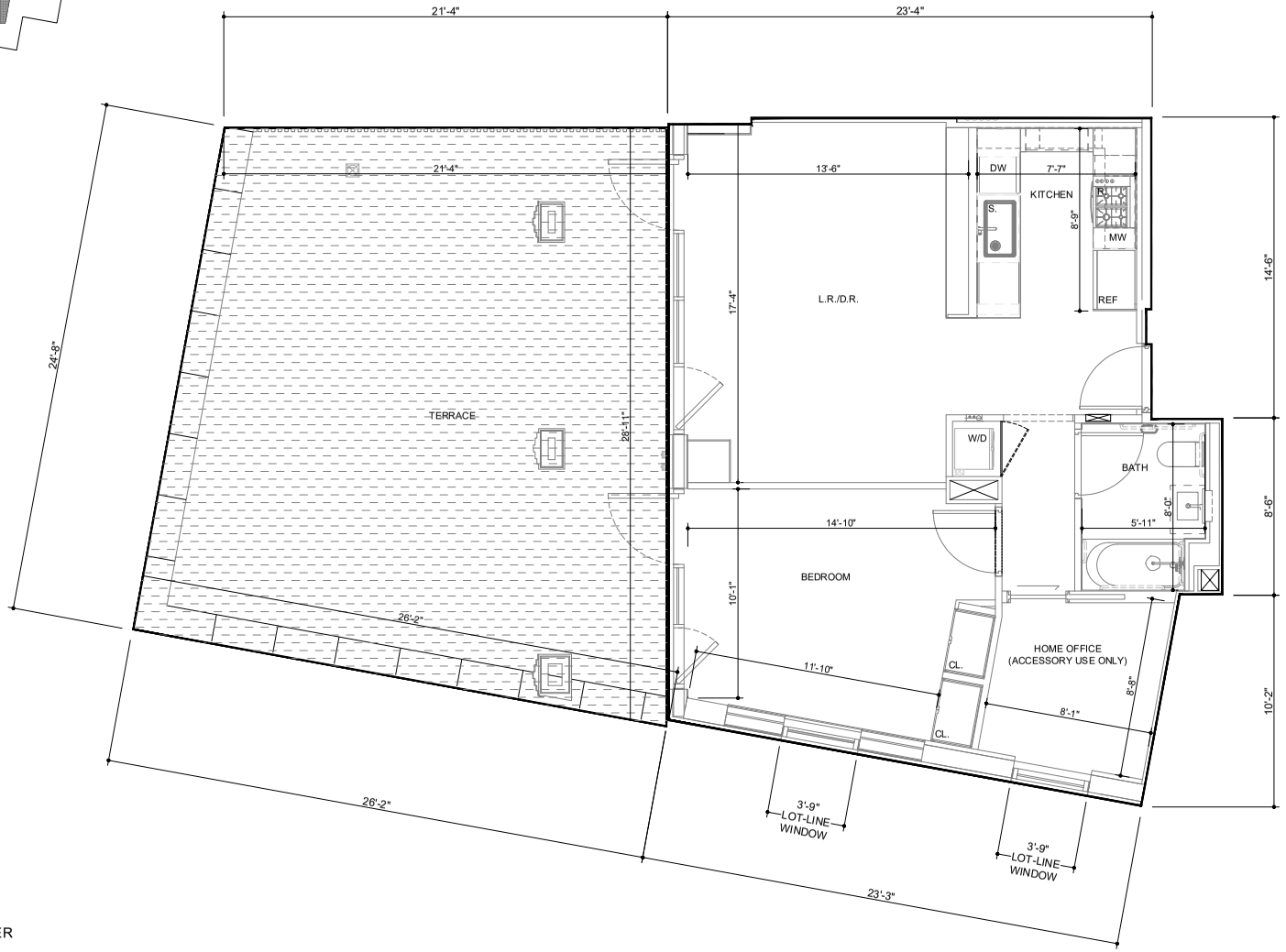
7TH FLOOR
UNIT 7A

1 BED/ 1 BATH
AREA = 680 S.F.
BALCONY AREA= 556 S.F.

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.

SCALE: 0' 8' 16' 24'





324

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

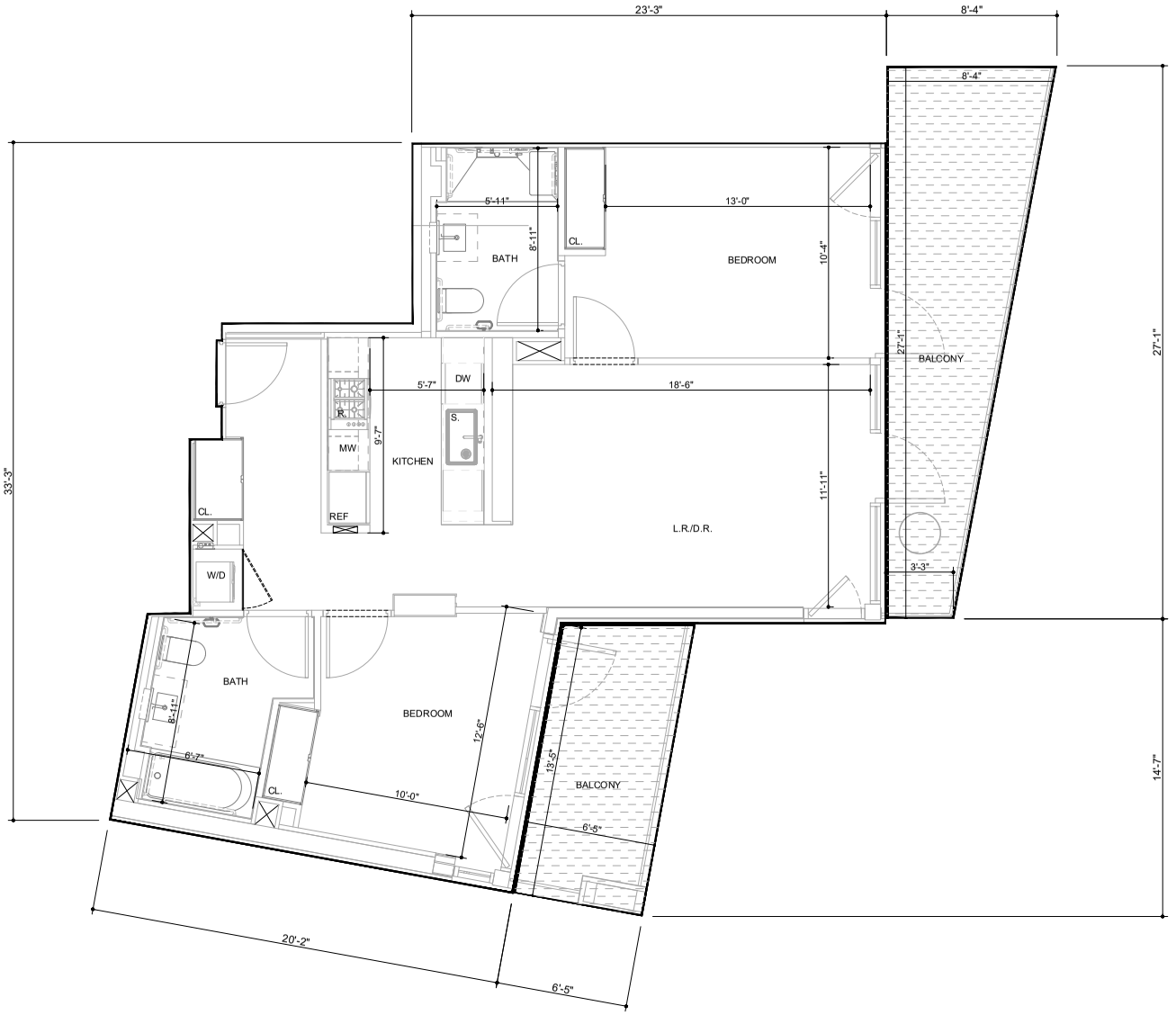
DATE: JANUARY 2026

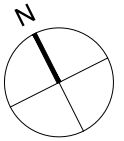
7TH FLOOR
UNIT 7B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 632 S.F.

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.

SCALE: 0' 8' 16' 24'





325

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

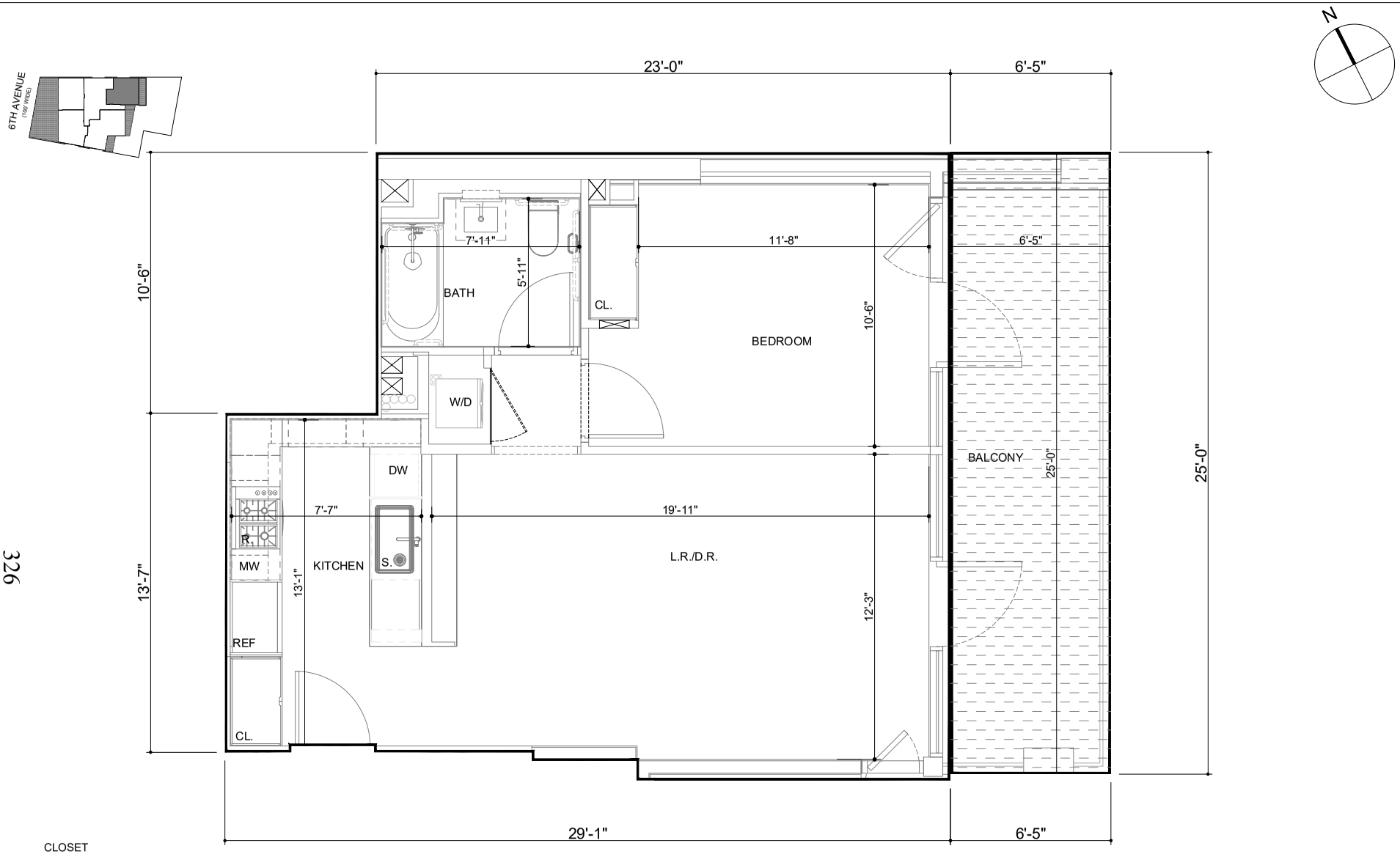
DATE: JANUARY 2026

7TH FLOOR
UNIT 7C

1 BED/ 1 BATH
AREA = 940 S.F.
BALCONY AREA= 248 S.F.

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.

SCALE: 0' 8' 16' 24'



326

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

7TH FLOOR
UNIT 7D

1 BED/ 1 BATH
AREA = 652 S.F.
BALCONY AREA= 161 S.F.

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.

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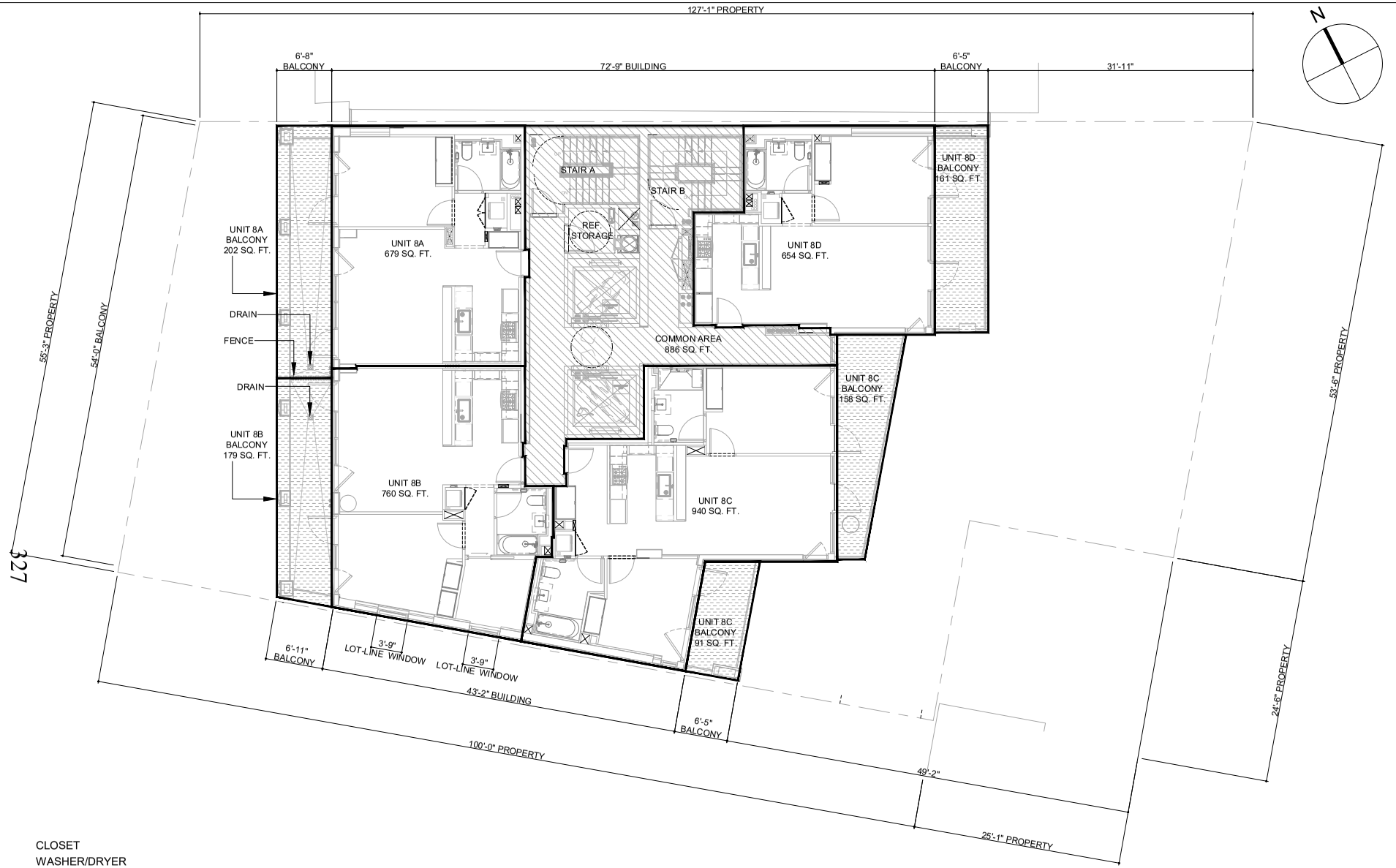


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

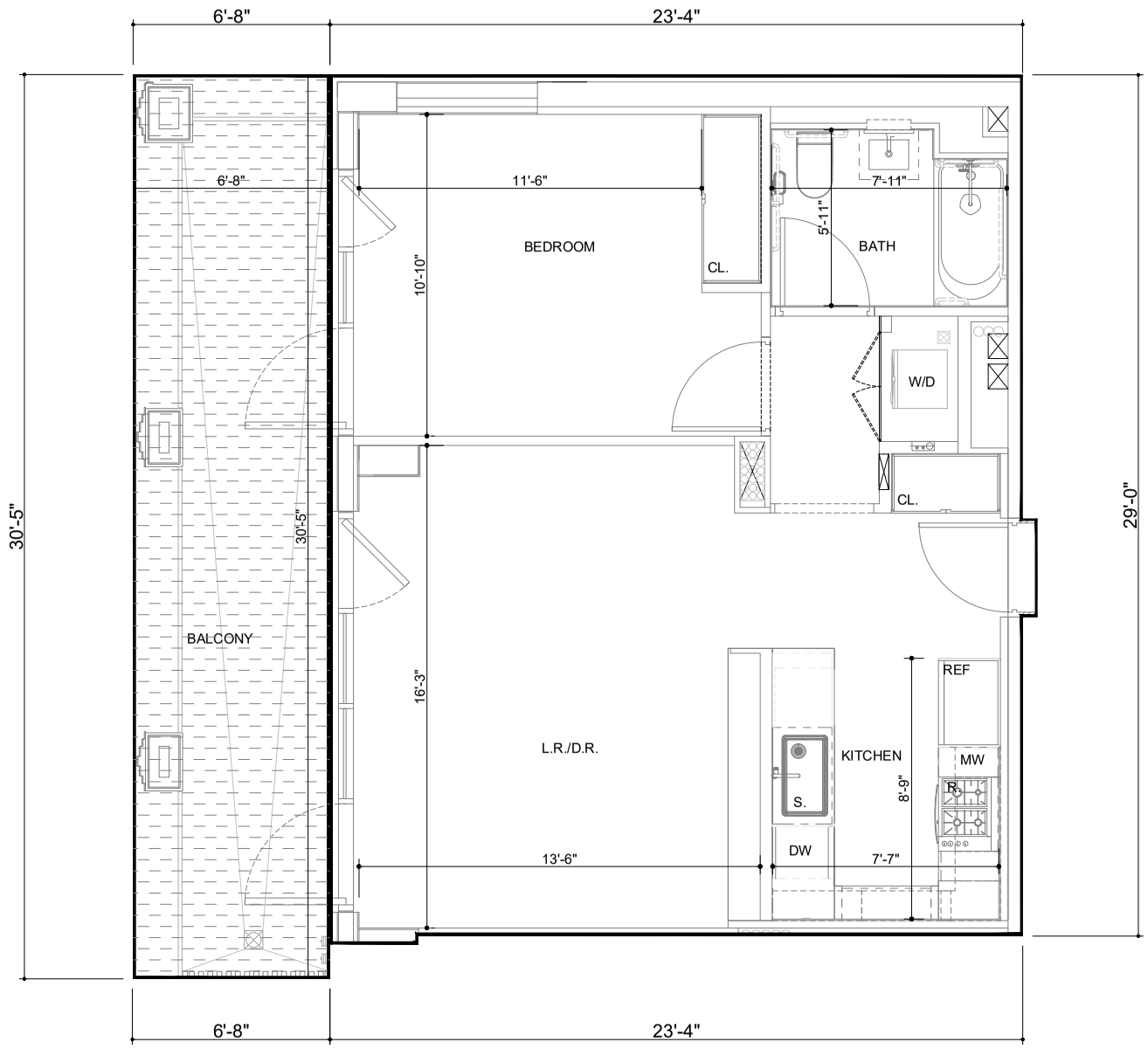
BRENT M. PORTER, ARCHITECT PLLC

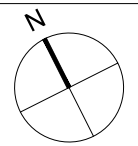
DATE: JANUARY 2026

8TH FLOOR

GROSS AREA = 3919 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





328

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

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842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

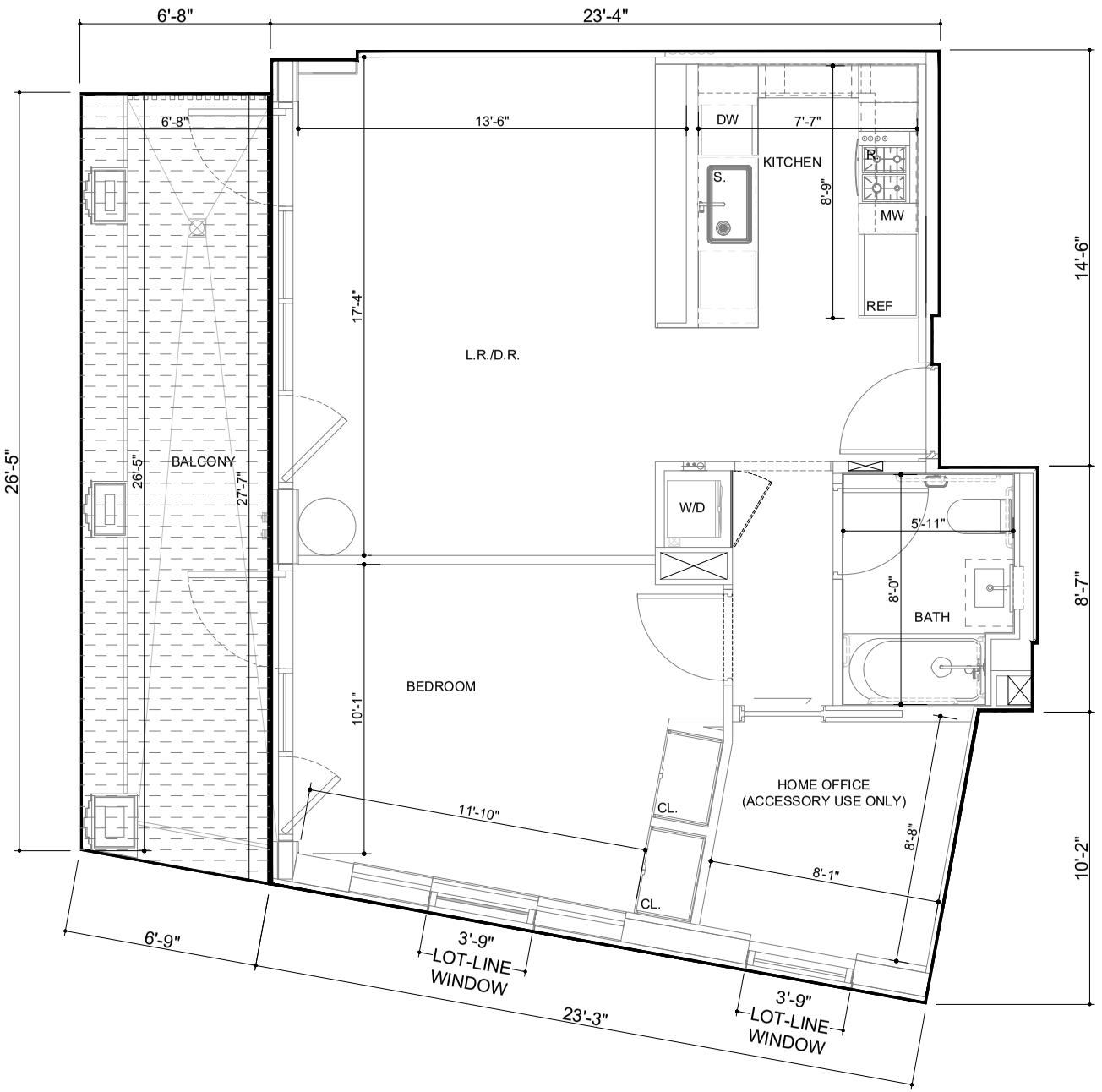
8TH FLOOR
UNIT 8A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'

329



N

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
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842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

8TH FLOOR
UNIT 8B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

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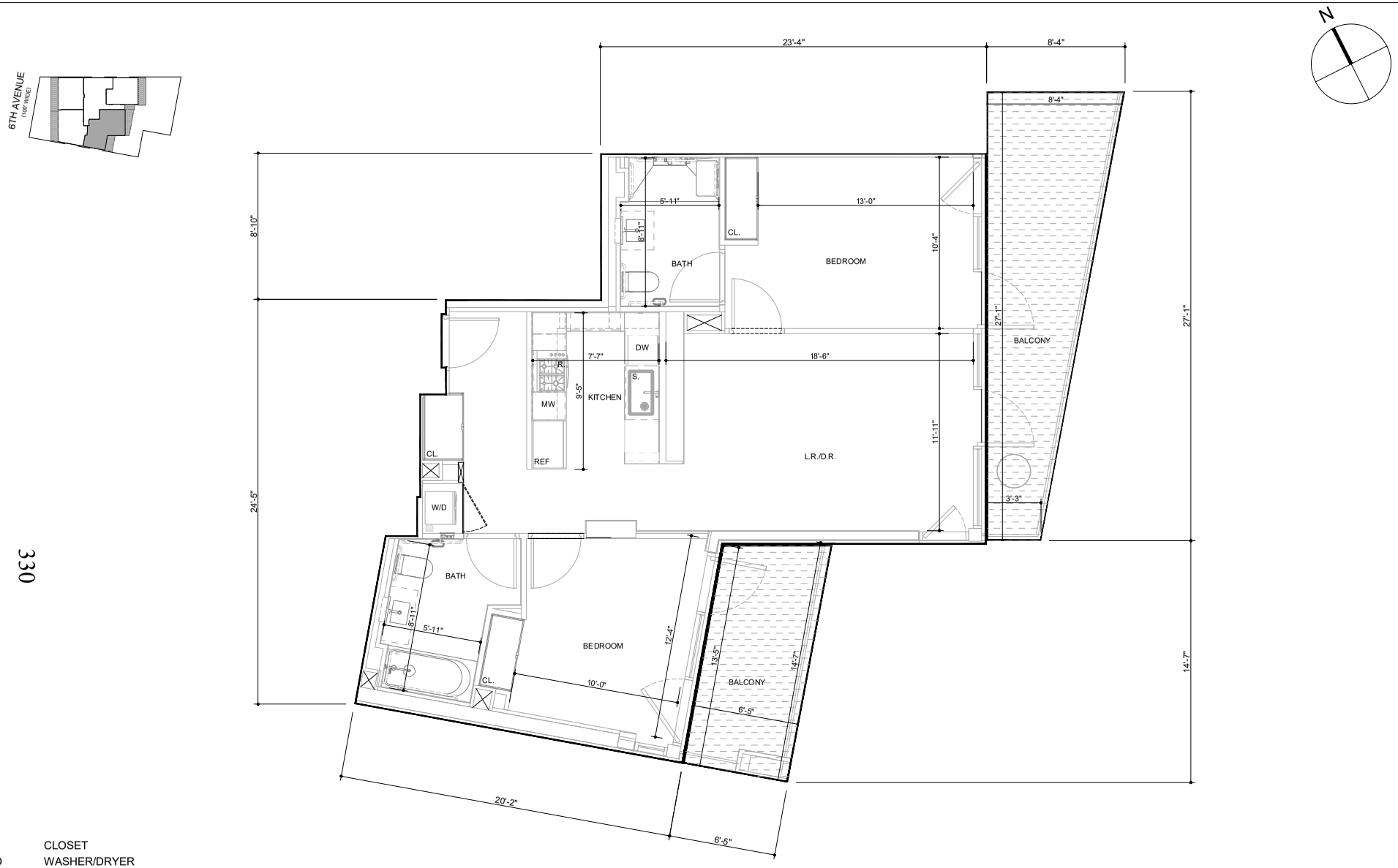

330

CL.	CLOSET
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REF.	REFRIGERATOR
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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

8TH FLOOR

UNIT 8C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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.

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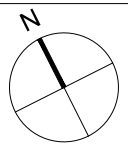

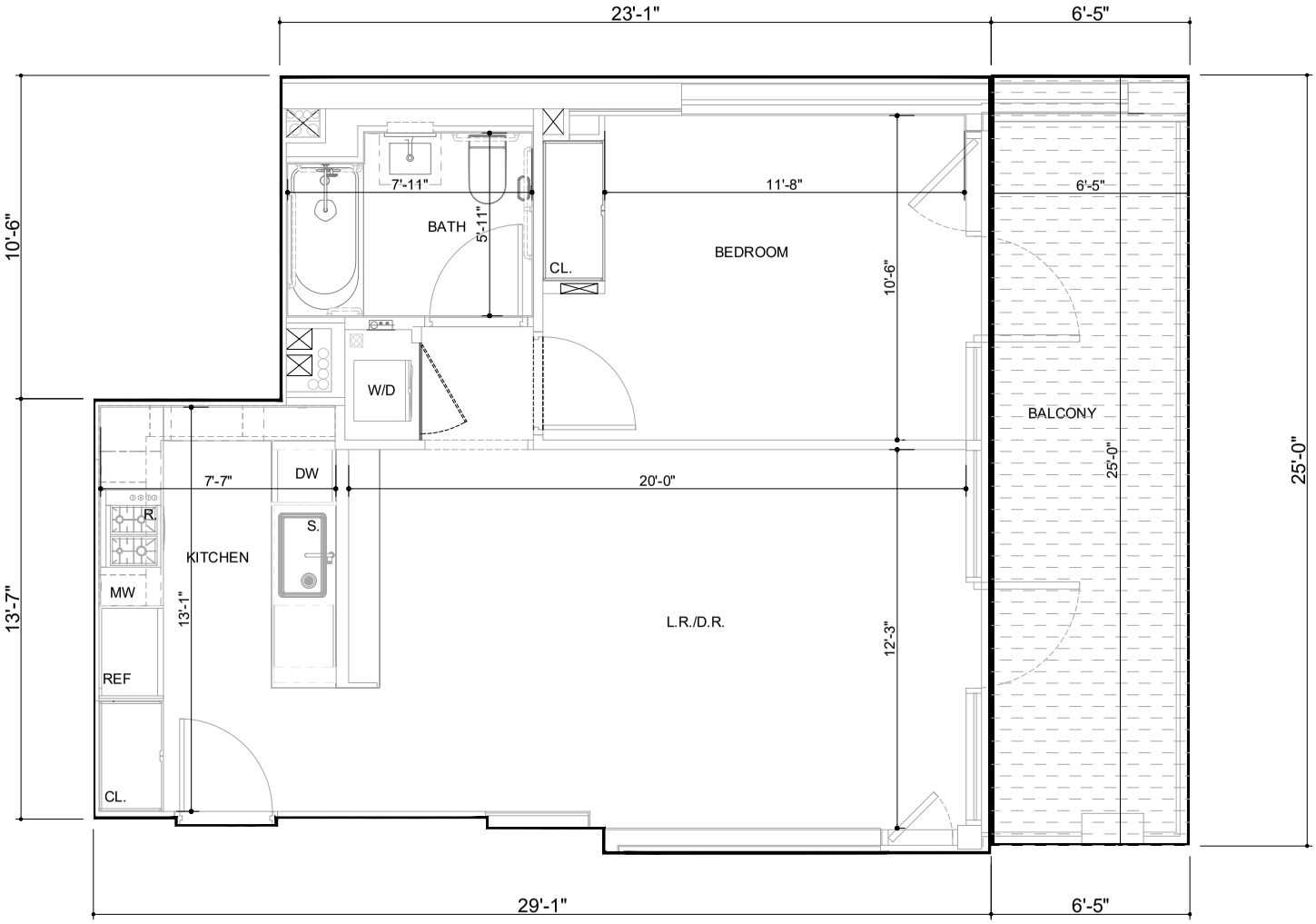

331

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

8TH FLOOR
UNIT 8D

1 BED/ 1 BATH
AREA = 654 S.F.
BALCONY AREA= 161 S.F.

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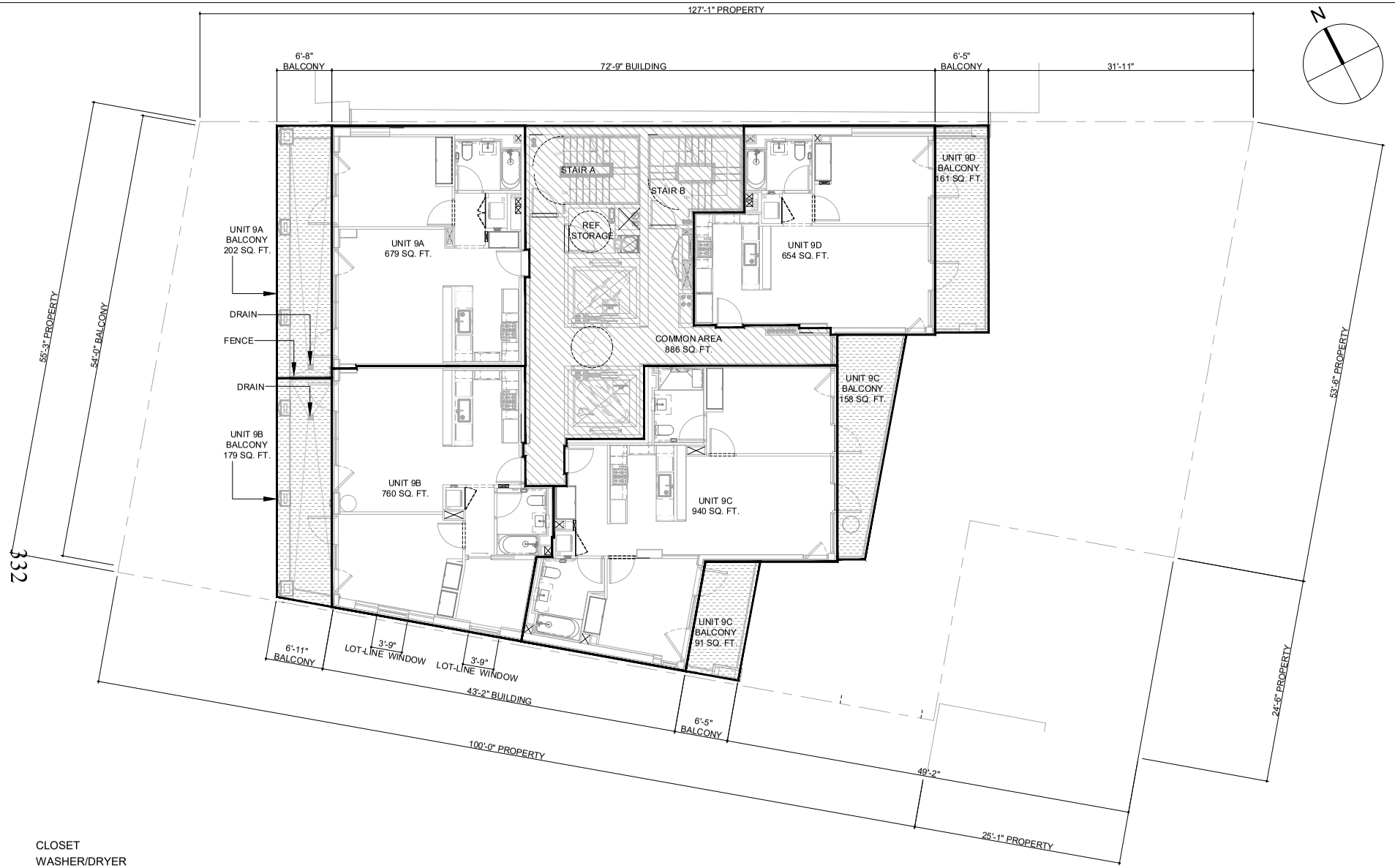

CL.	CLOSET
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REF.	REFRIGERATOR
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RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

9TH FLOOR

GROSS AREA = 3919 SQ. FT.

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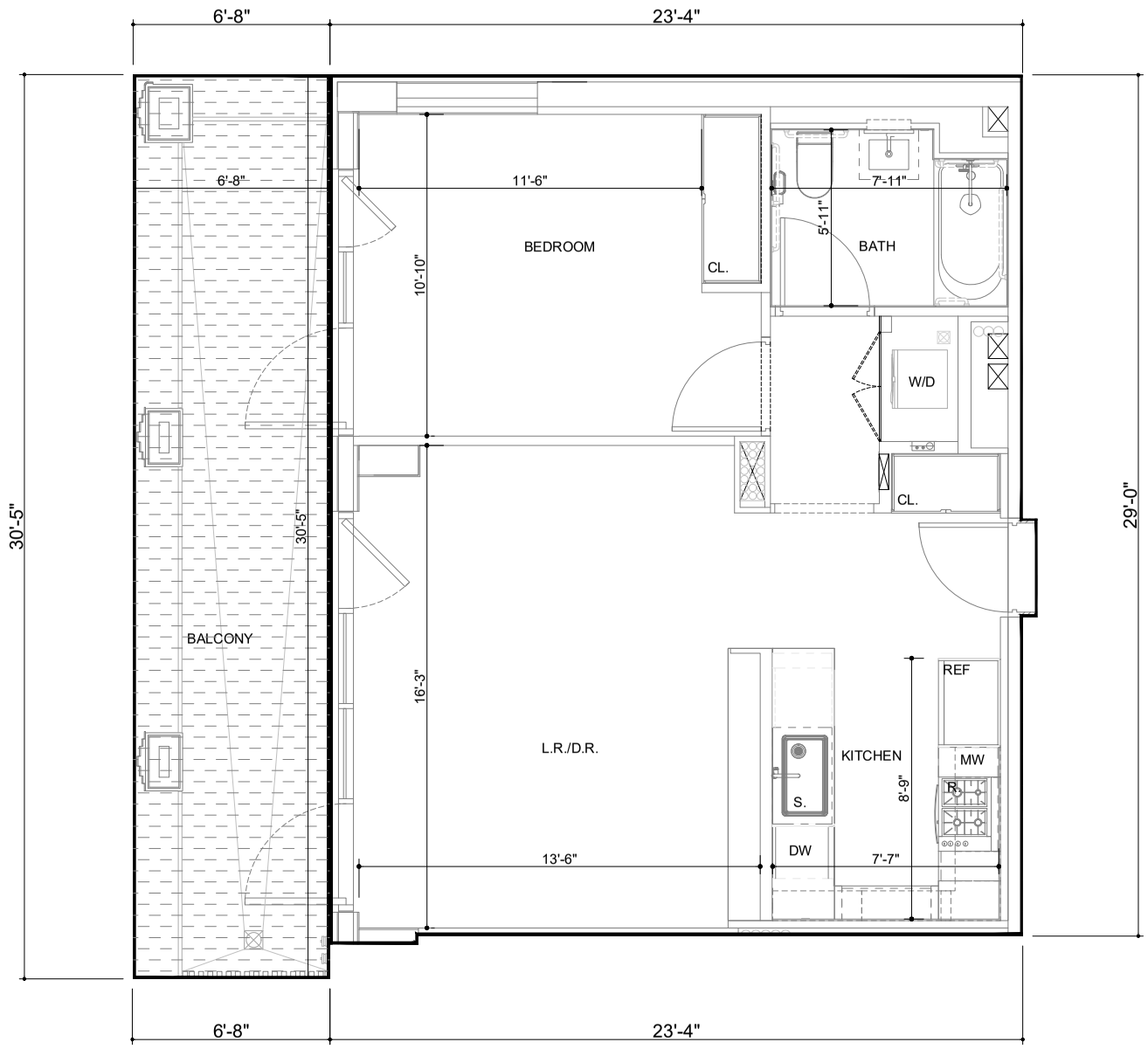
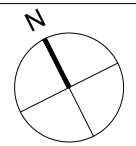




333

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

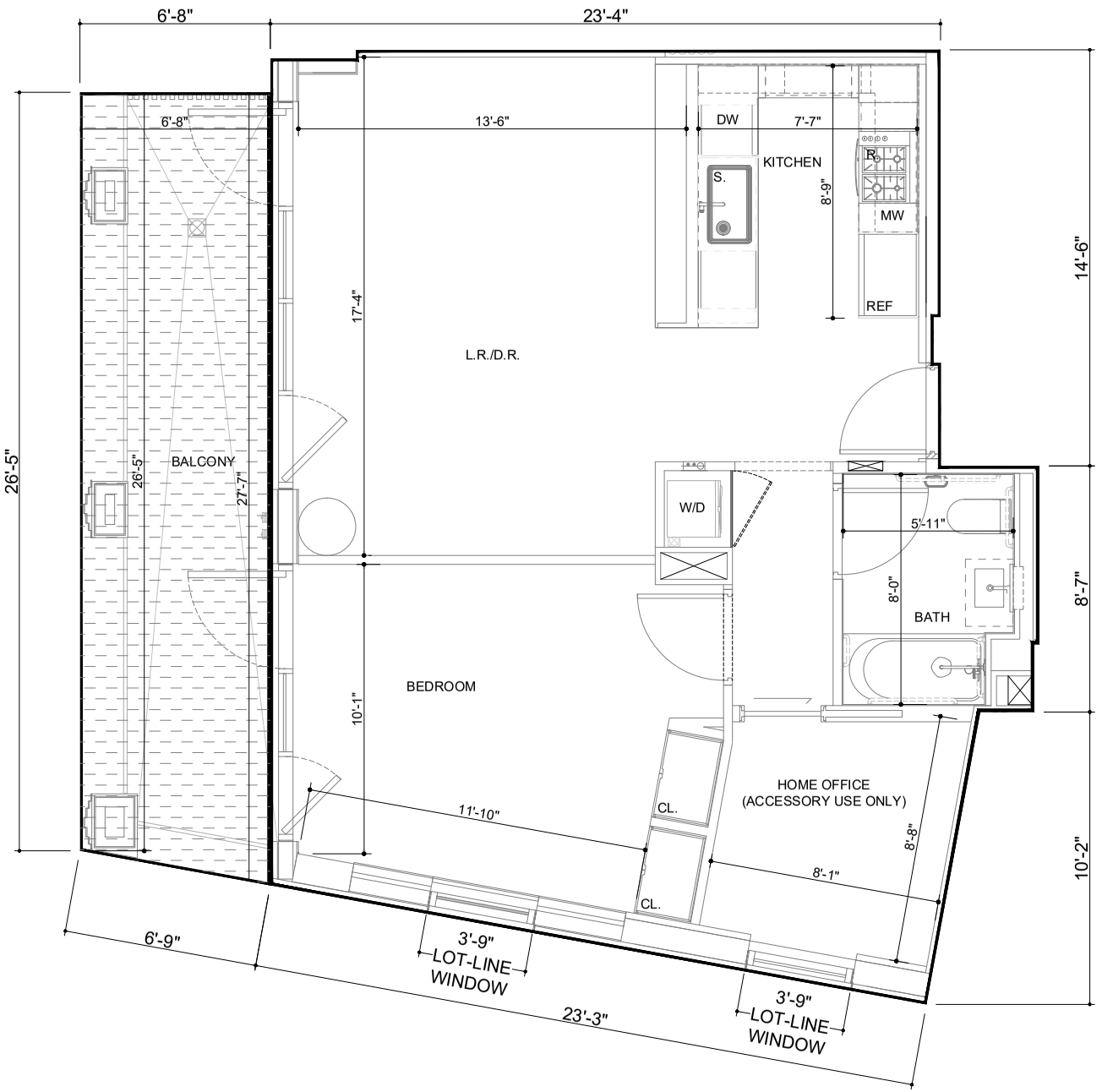
9TH FLOOR
UNIT 9A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'

334



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842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

9TH FLOOR
UNIT 9B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

SCALE: 0' 8' 16' 24'

335

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

9TH FLOOR

UNIT 9C

2 BED/ 2 BATH

AREA = 940 S.F.

BALCONY AREA= 249 S.F.

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.

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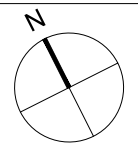

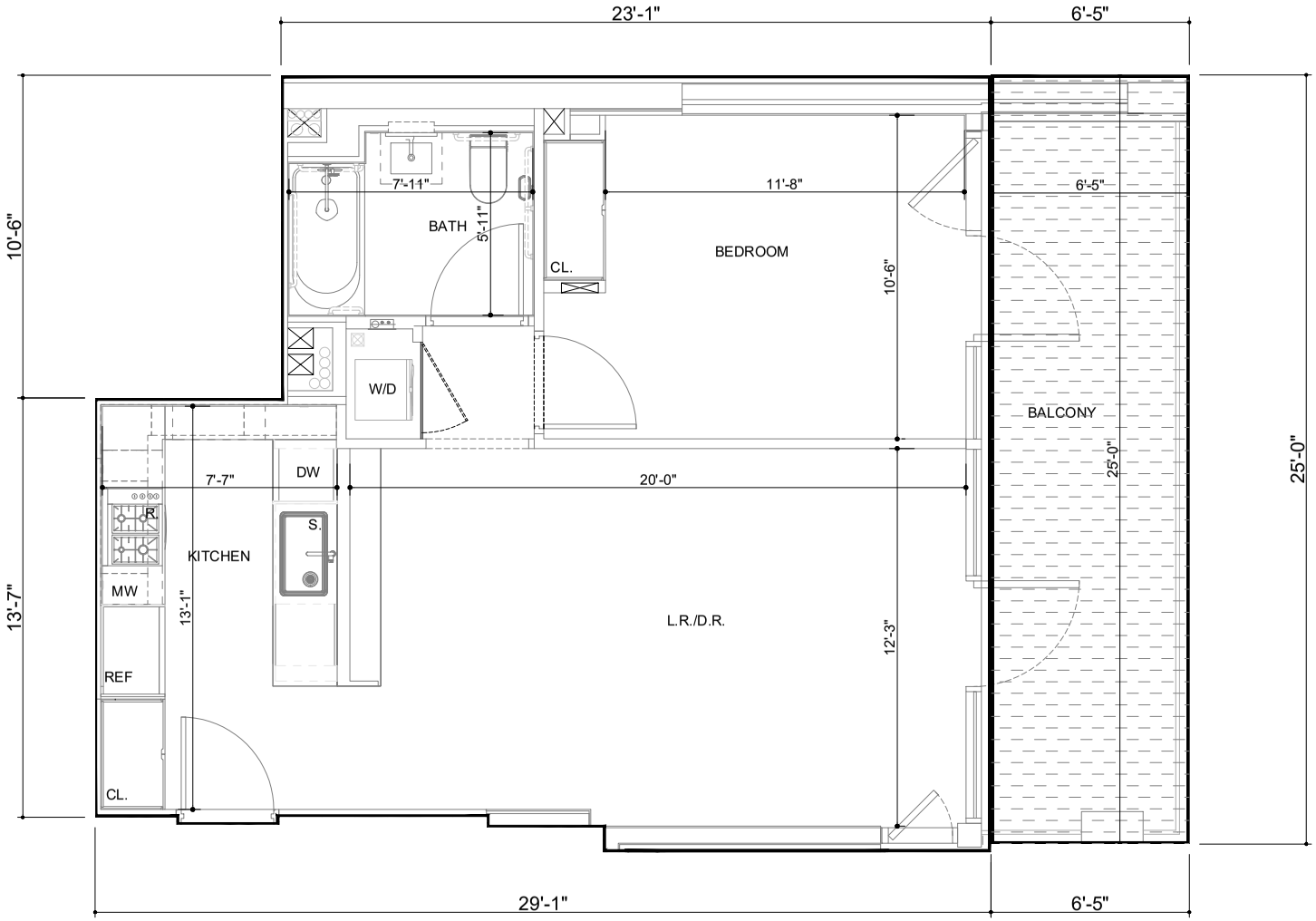

336

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

9TH FLOOR
UNIT 9D

1 BED/ 1 BATH
AREA = 654 S.F.
BALCONY AREA= 161 S.F.

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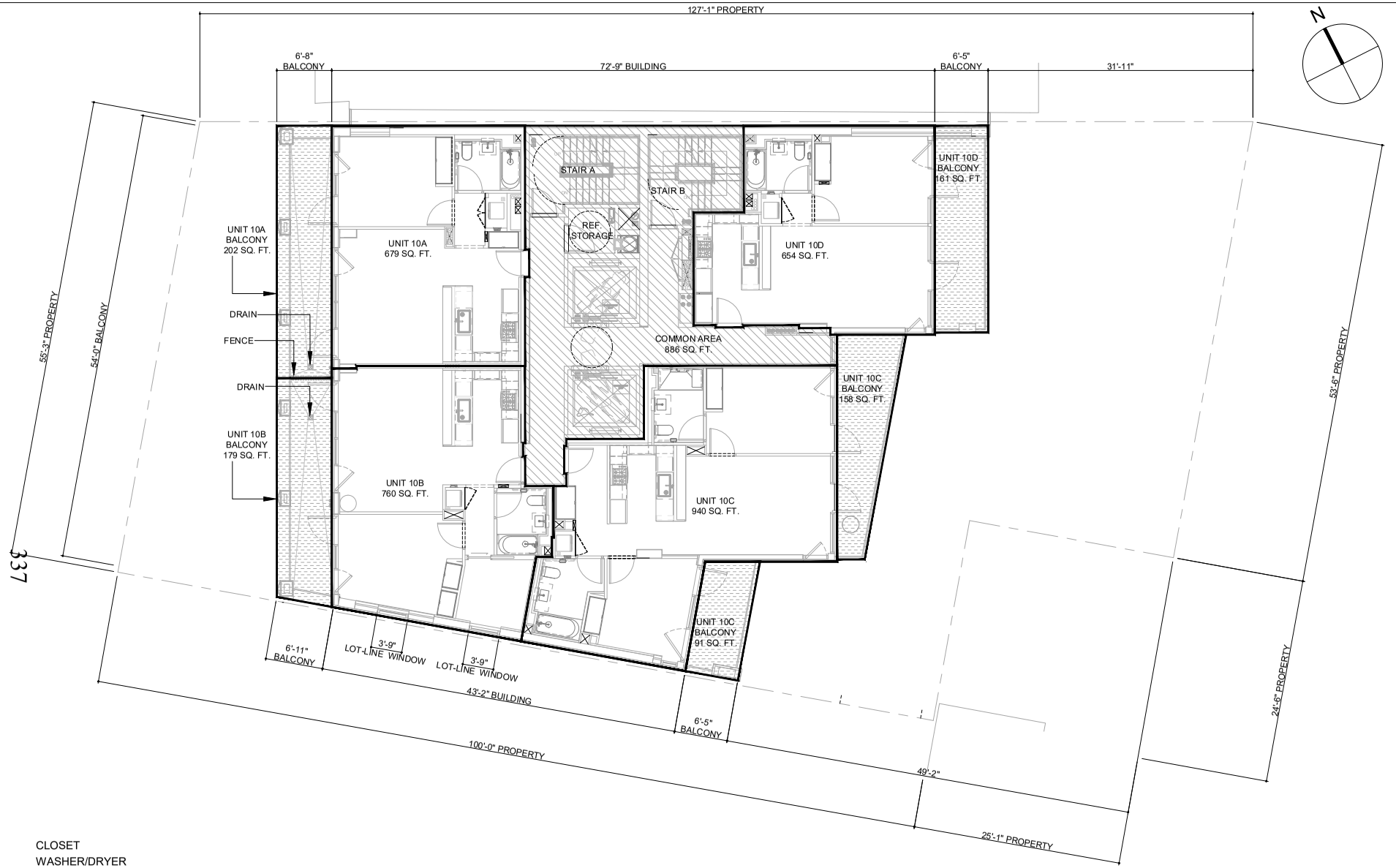

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

10TH FLOOR

GROSS AREA = 3919 SQ. FT.

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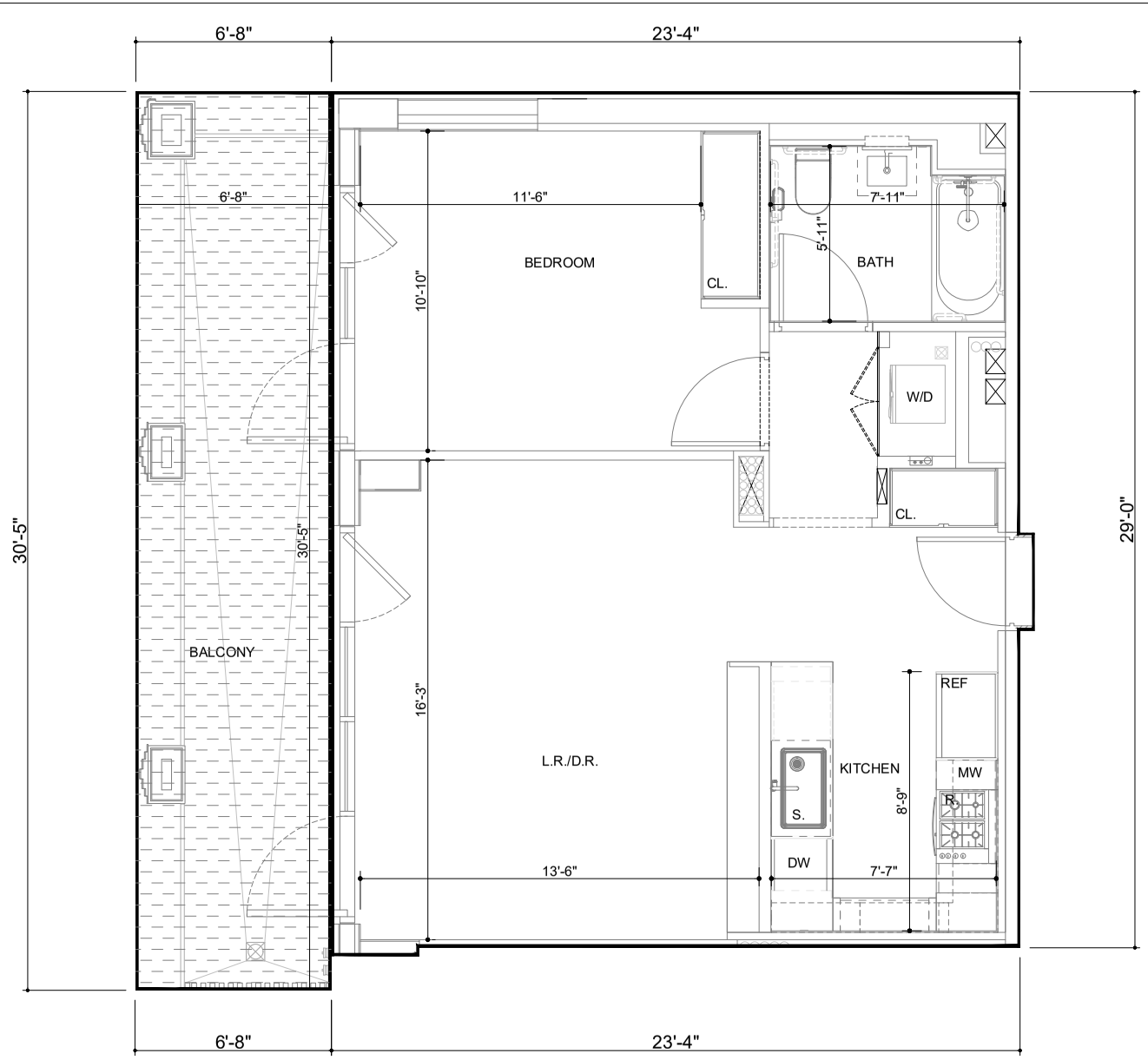
338



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
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842 6TH AVENUE CONDOMINIUM

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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

10TH FLOOR
UNIT 10A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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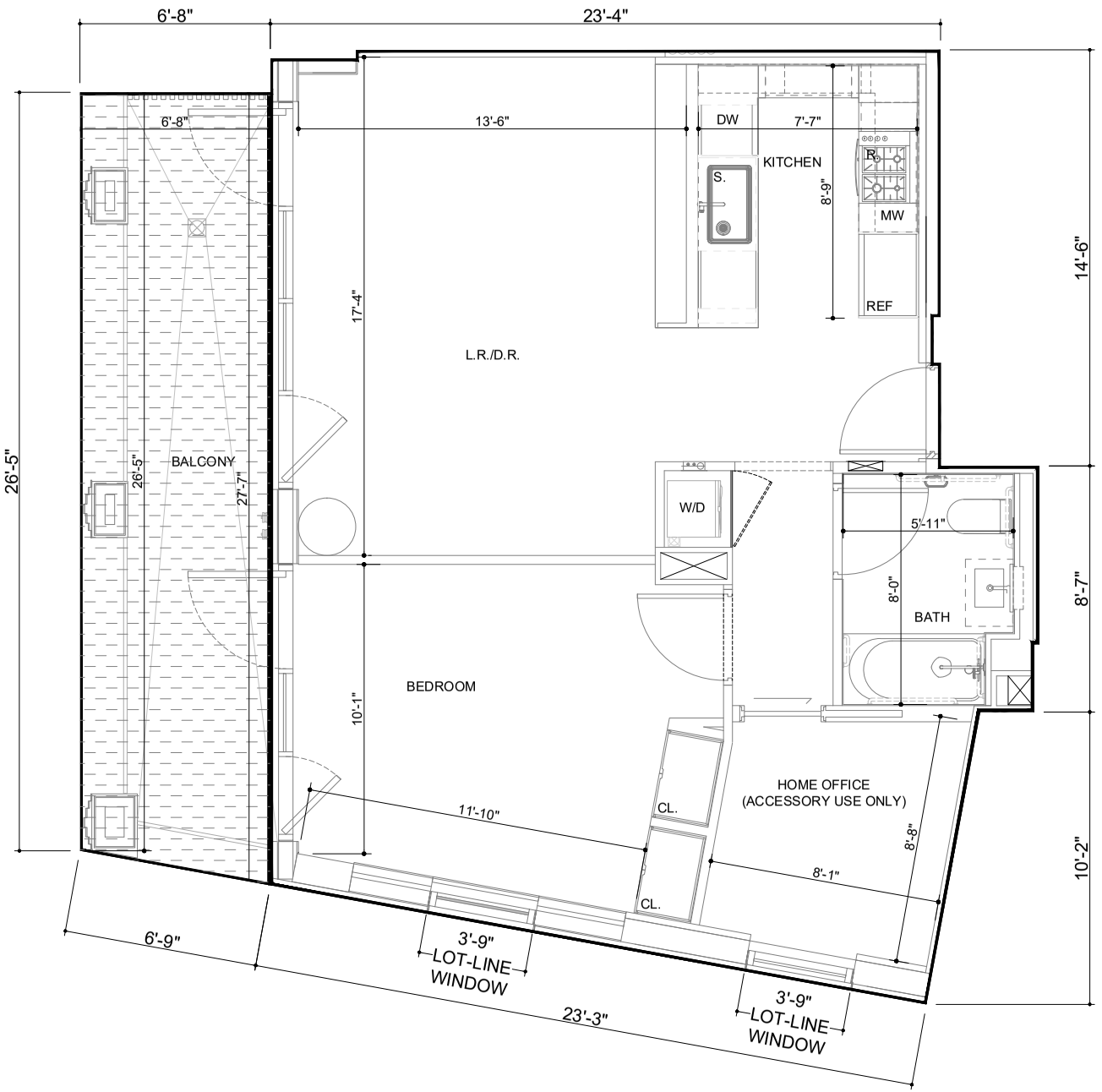
SCALE: 0' 8' 16' 24'

339



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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

10TH FLOOR
UNIT 10B

1 BED/ 1 BATH
AREA = 760 S.F.
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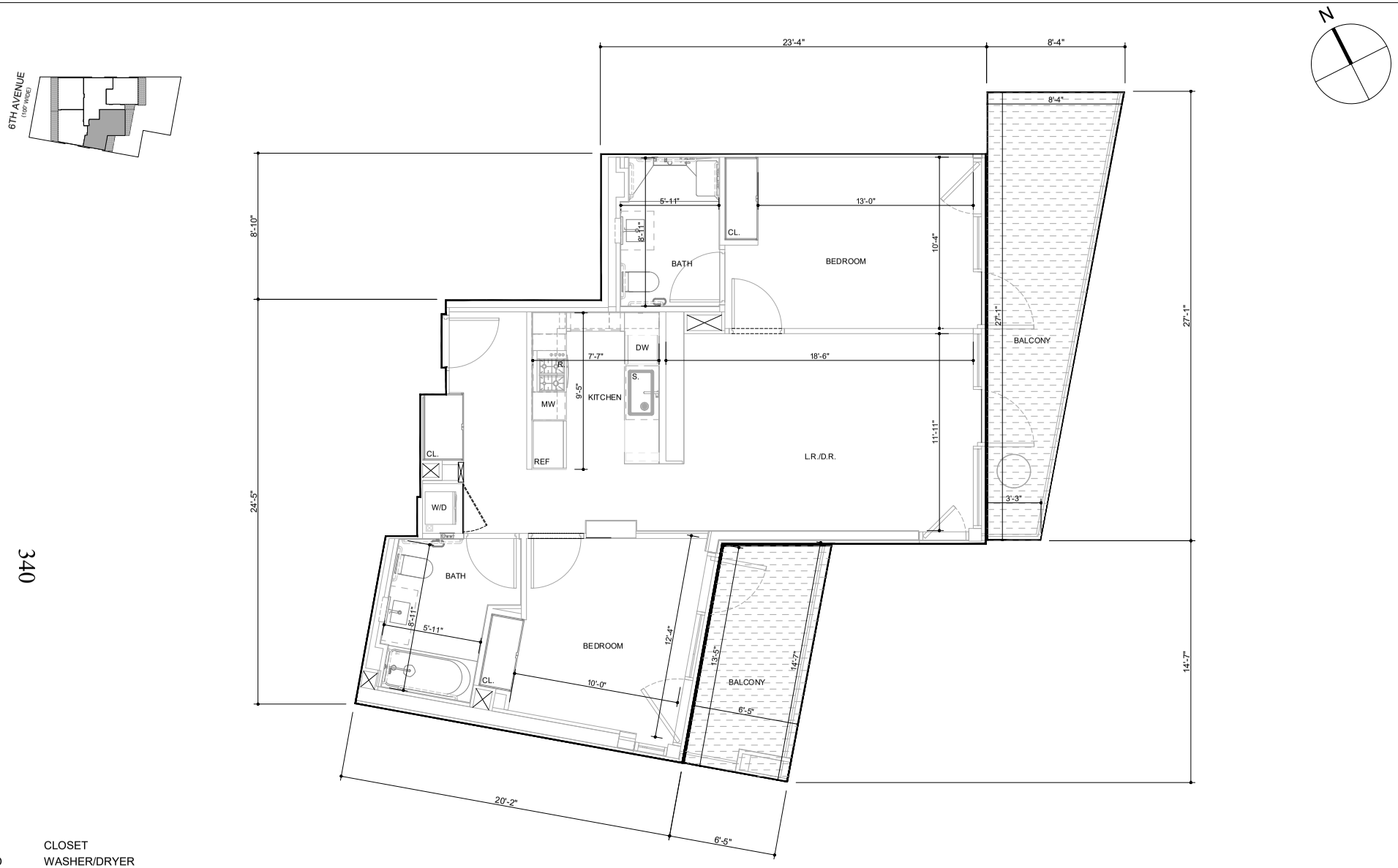

340

CL.	CLOSET
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10TH FLOOR
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2 BED/ 2 BATH
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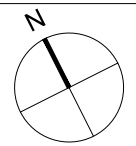
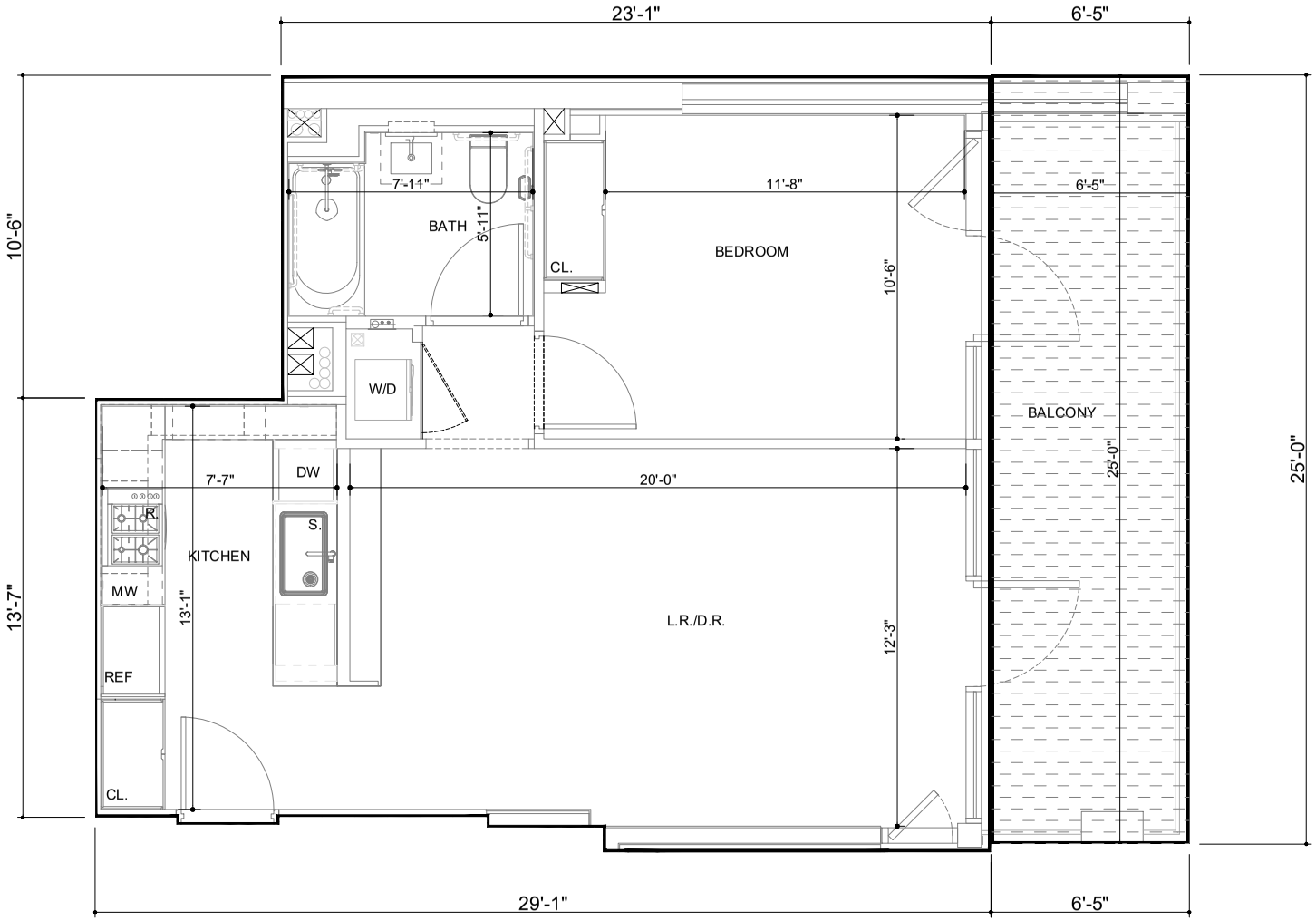
SCALE: 0' 8' 16' 24'





341

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

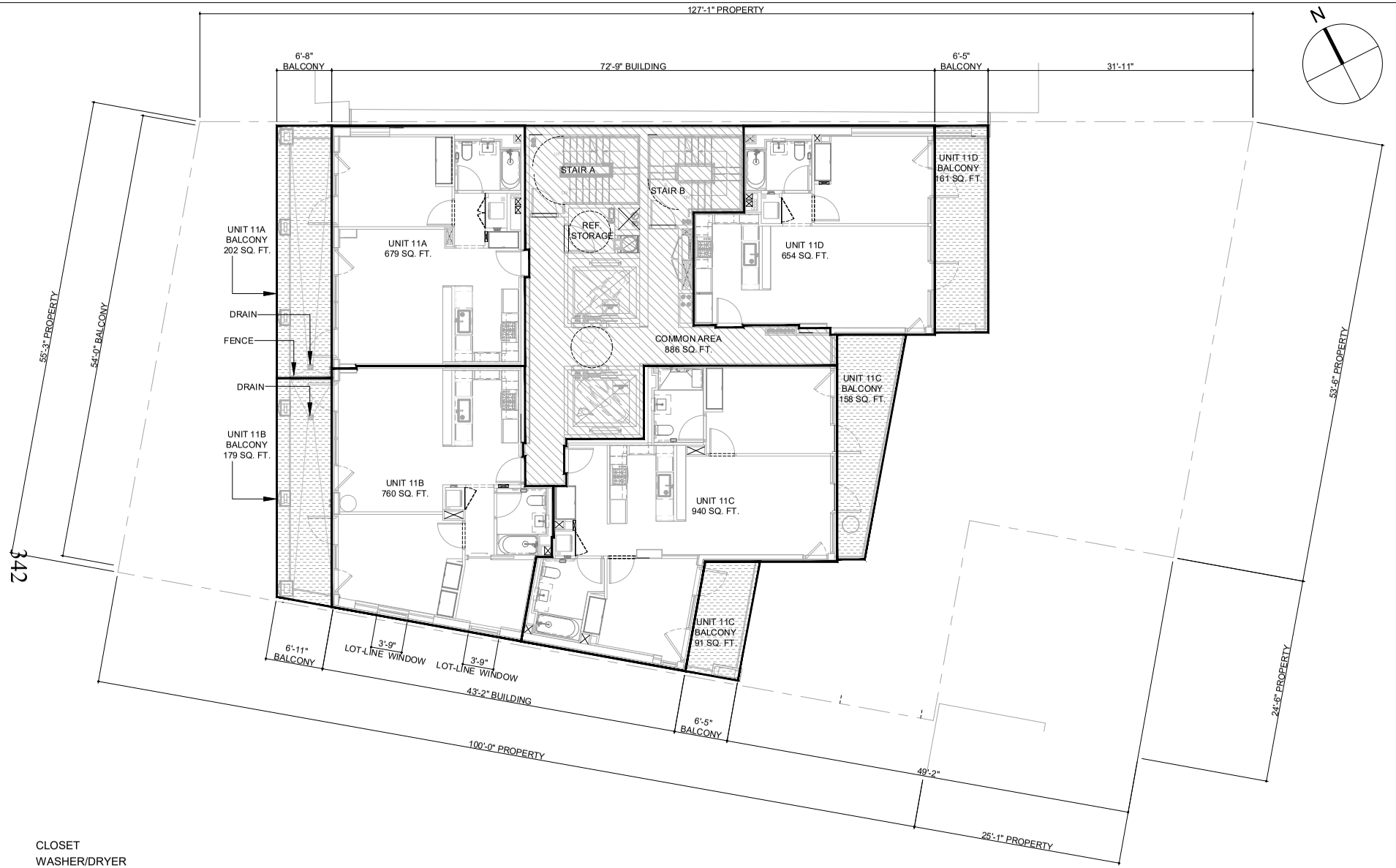
DATE: JANUARY 2026

10TH FLOOR
UNIT 10D

1 BED/ 1 BATH
AREA = 654 S.F.
BALCONY AREA= 161 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

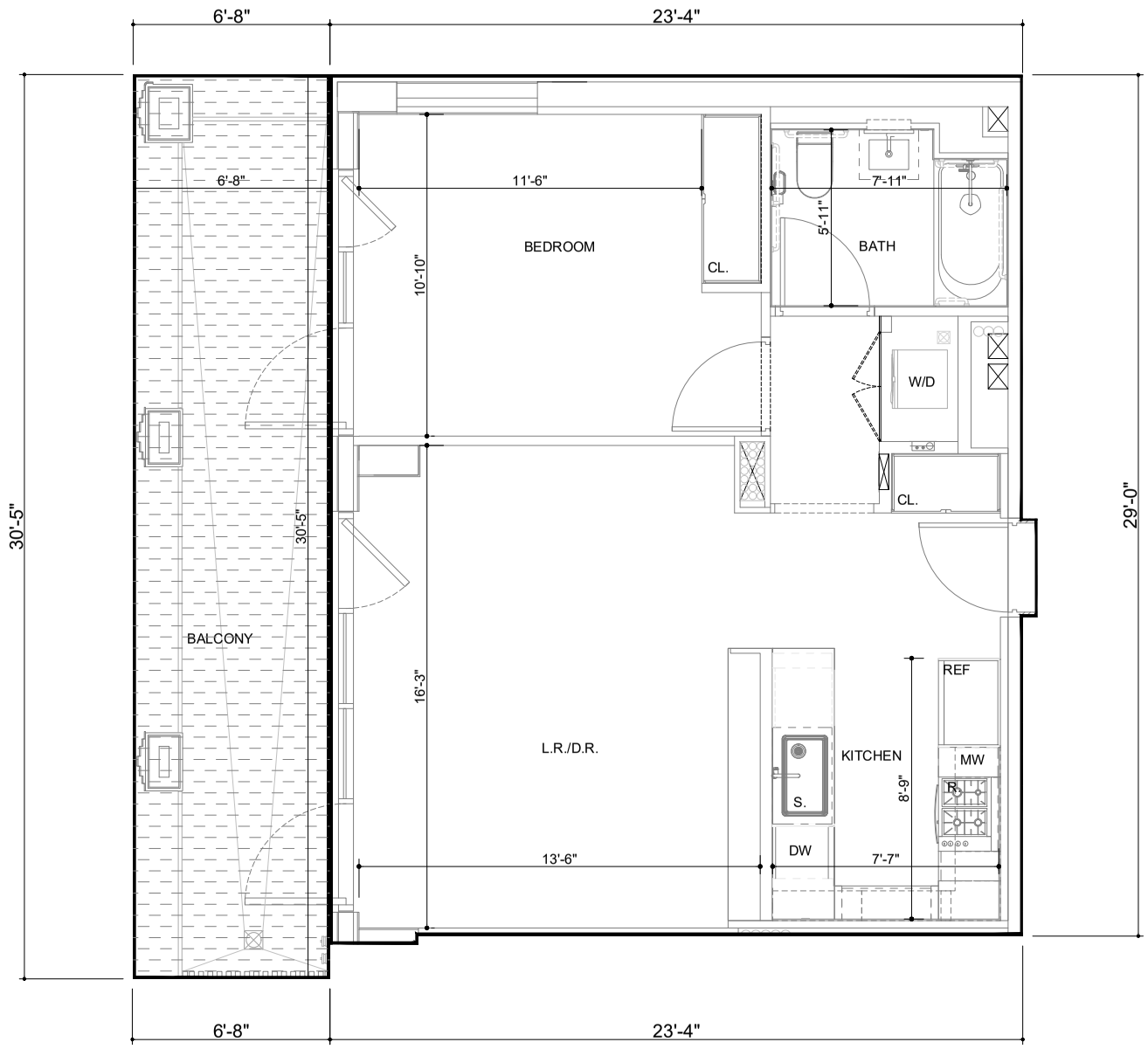
BRENT M. PORTER, ARCHITECT PLLC

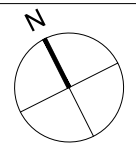
DATE: JANUARY 2026

11TH FLOOR

GROSS AREA = 3919 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





343

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

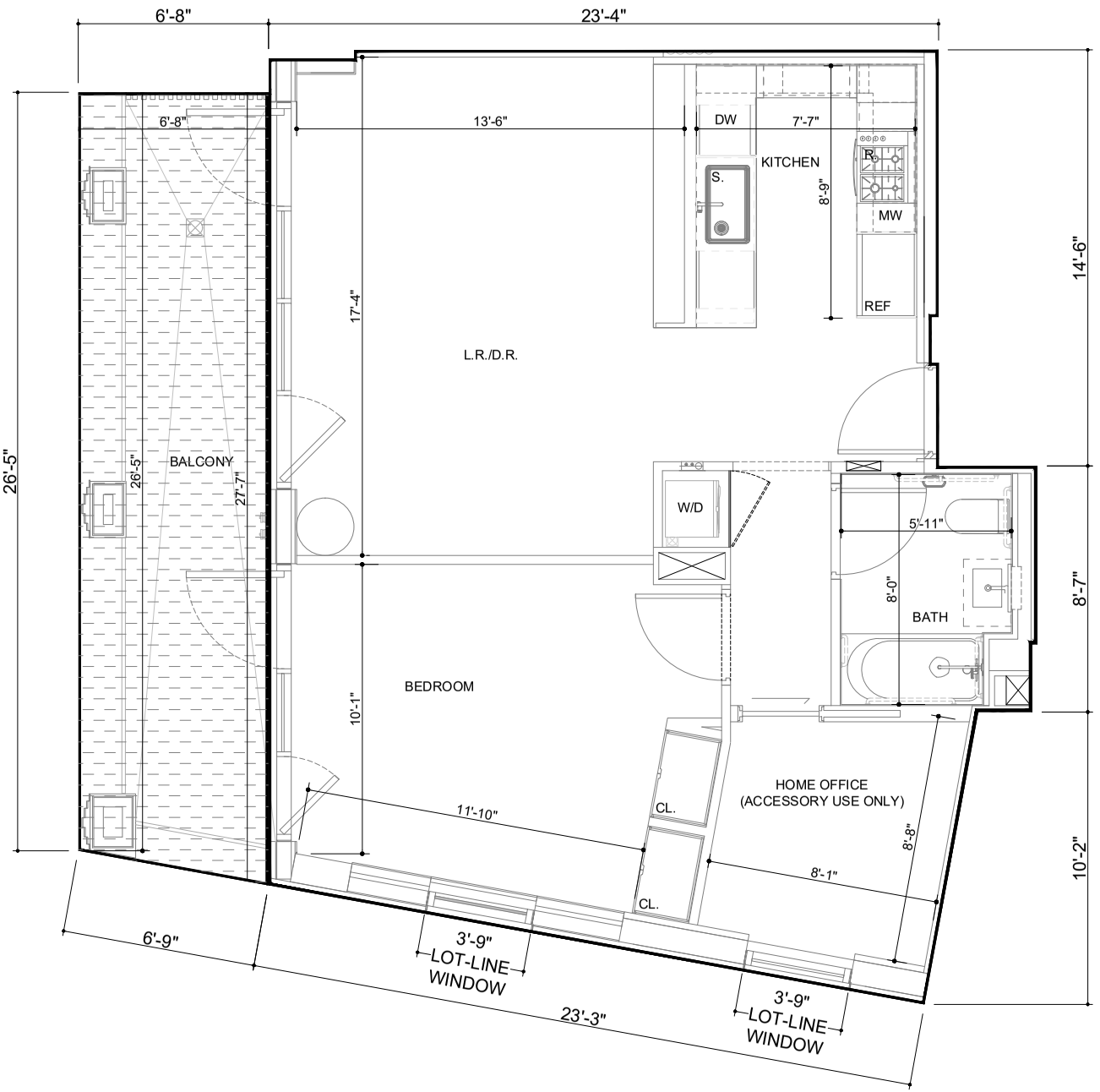
11TH FLOOR
UNIT 11A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'

344



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

11TH FLOOR
UNIT 11B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

SCALE: 0' 8' 16' 24'

345

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

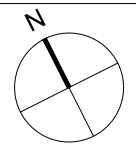
11TH FLOOR

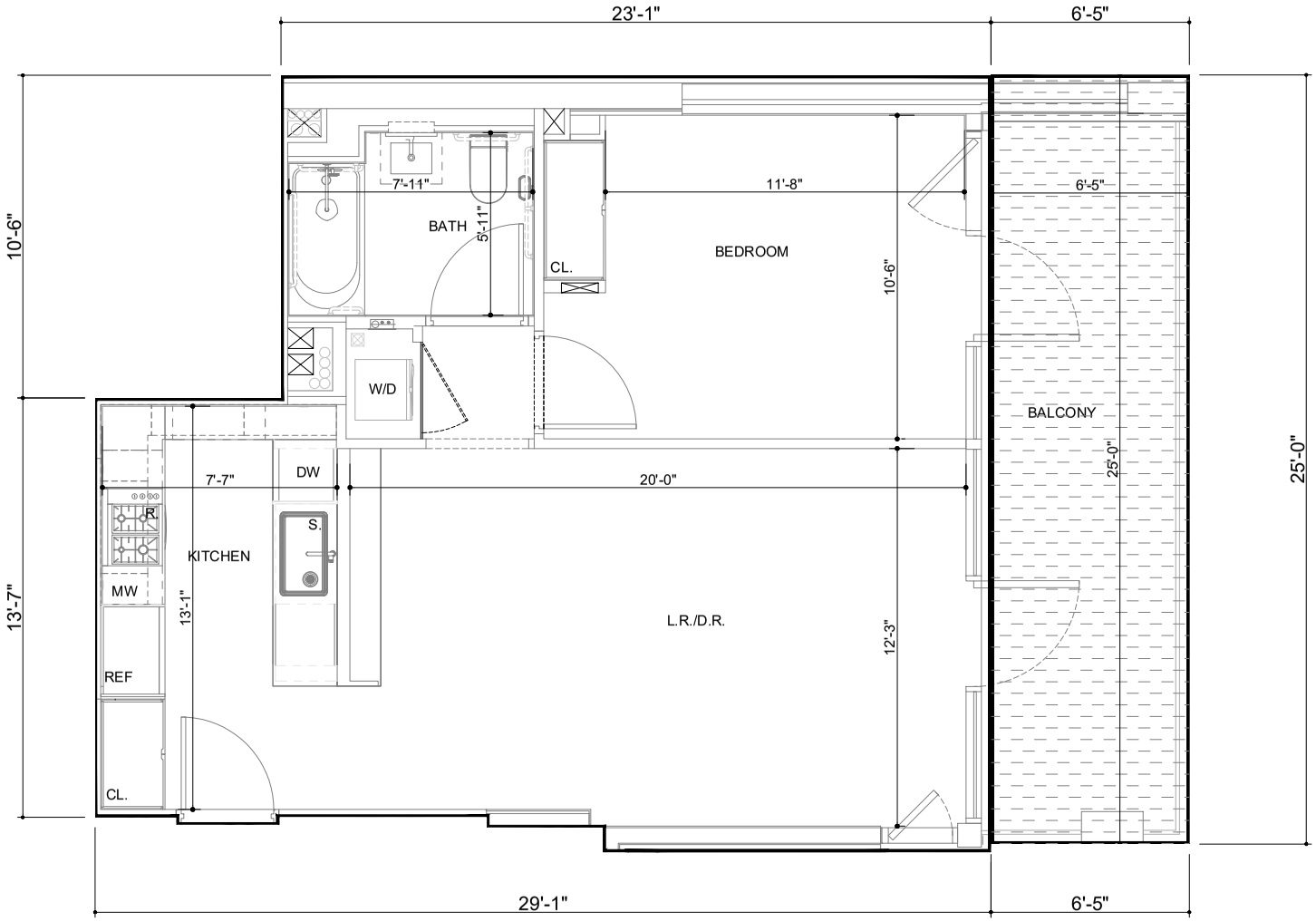
UNIT 11C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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.

SCALE: 0' 8' 16' 24'





346

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
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842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

11TH FLOOR
UNIT 11D

1 BED/ 1 BATH
AREA = 654 S.F.
BALCONY AREA= 161 S.F.

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.

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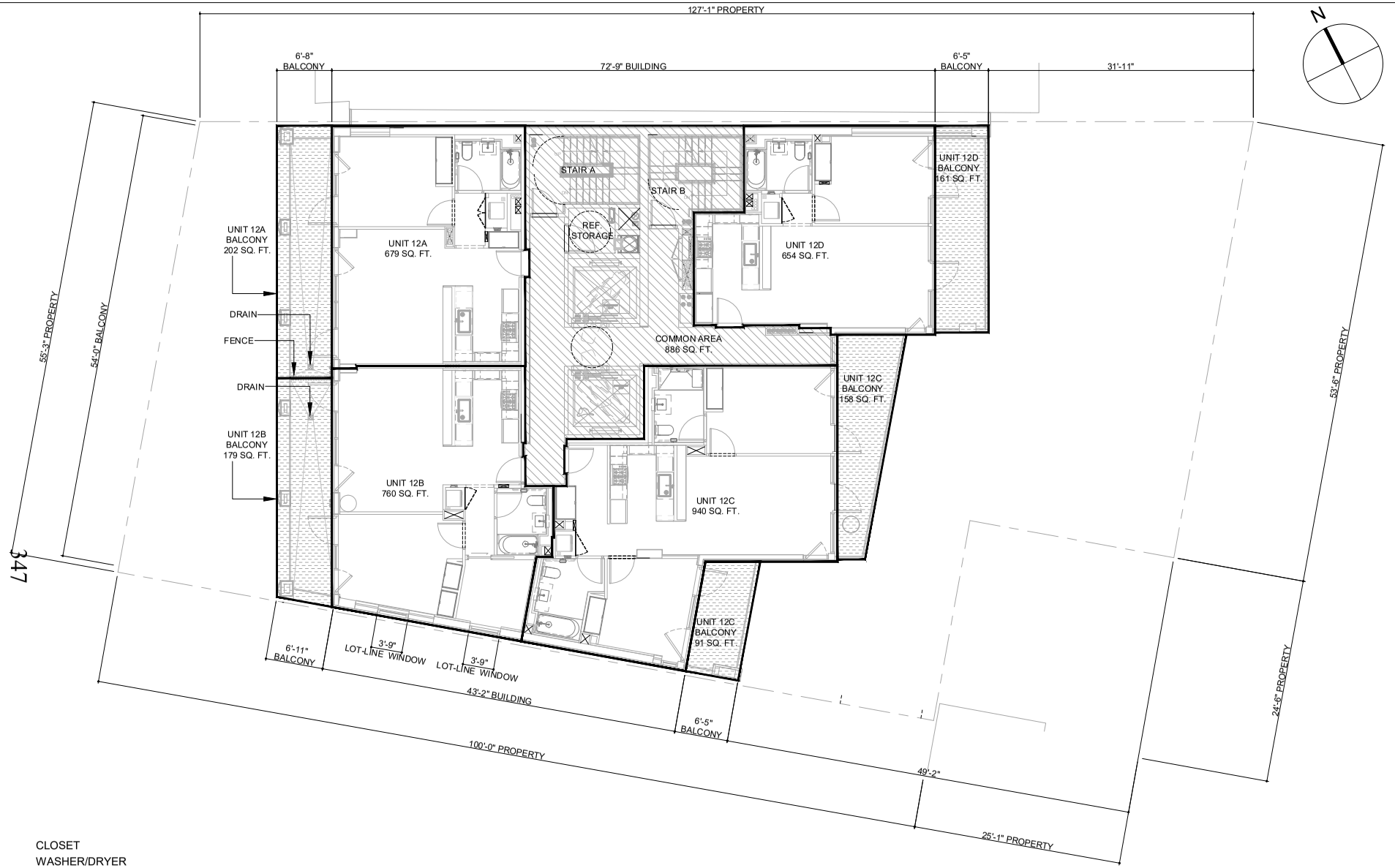


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

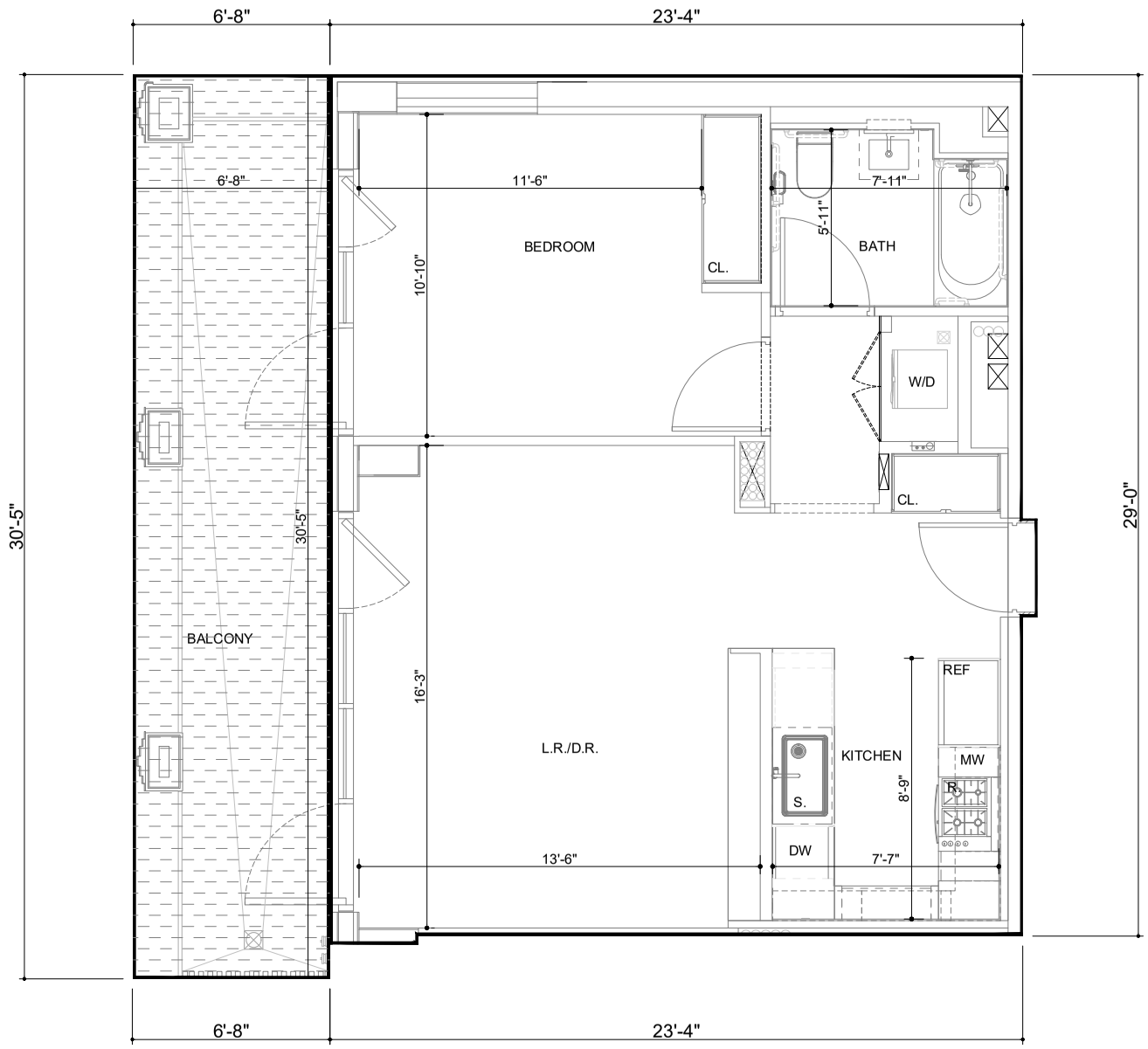
BRENT M. PORTER, ARCHITECT PLLC

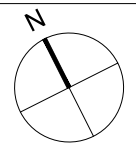
DATE: JANUARY 2026

12TH FLOOR

GROSS AREA = 3919 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





348

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

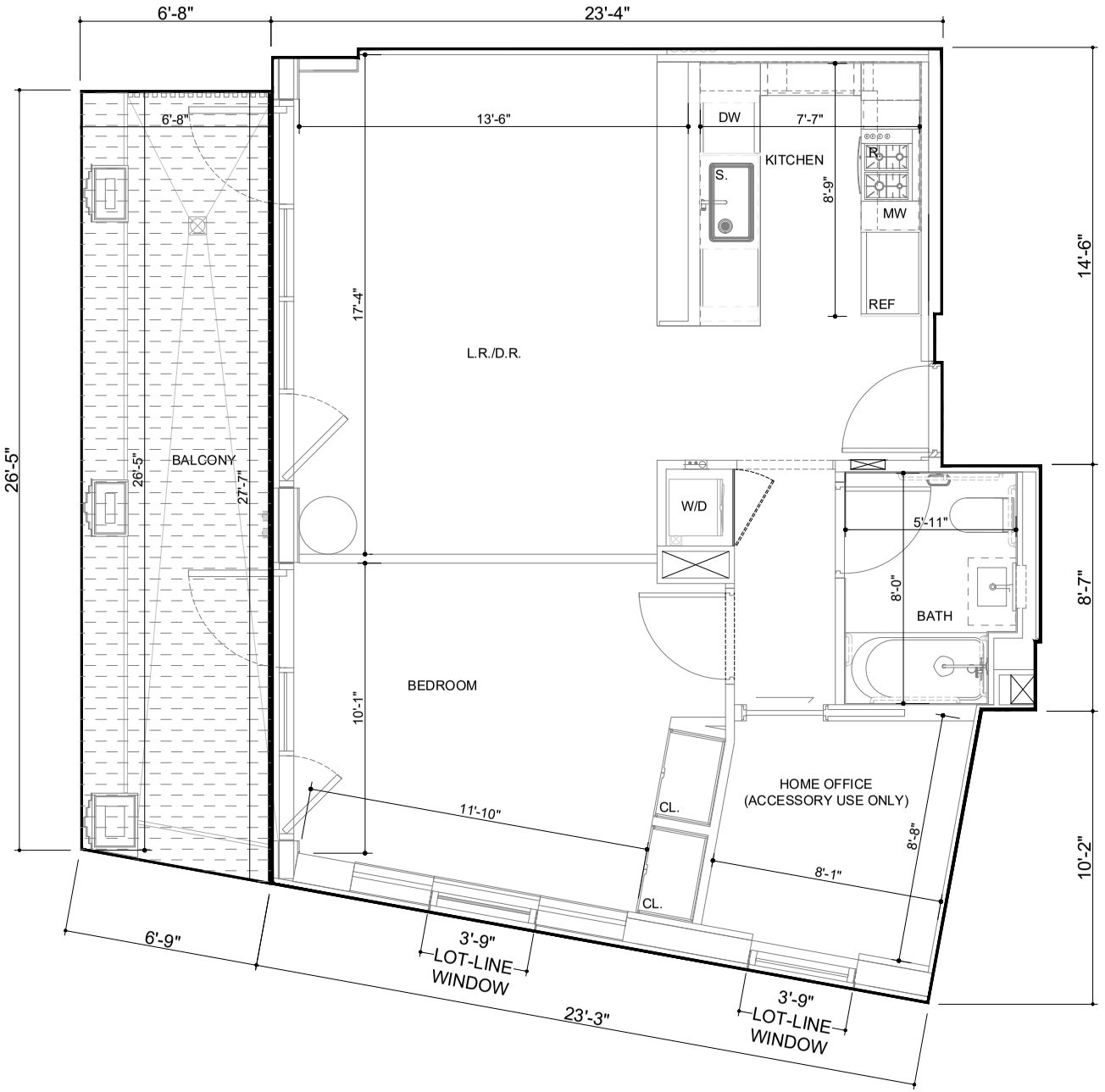
DATE: JANUARY 2026

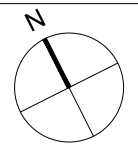
12TH FLOOR
UNIT 12A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'





349

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

12TH FLOOR
UNIT 12B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

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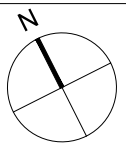

350

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

12TH FLOOR
UNIT 12C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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.

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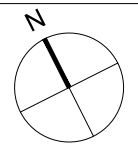

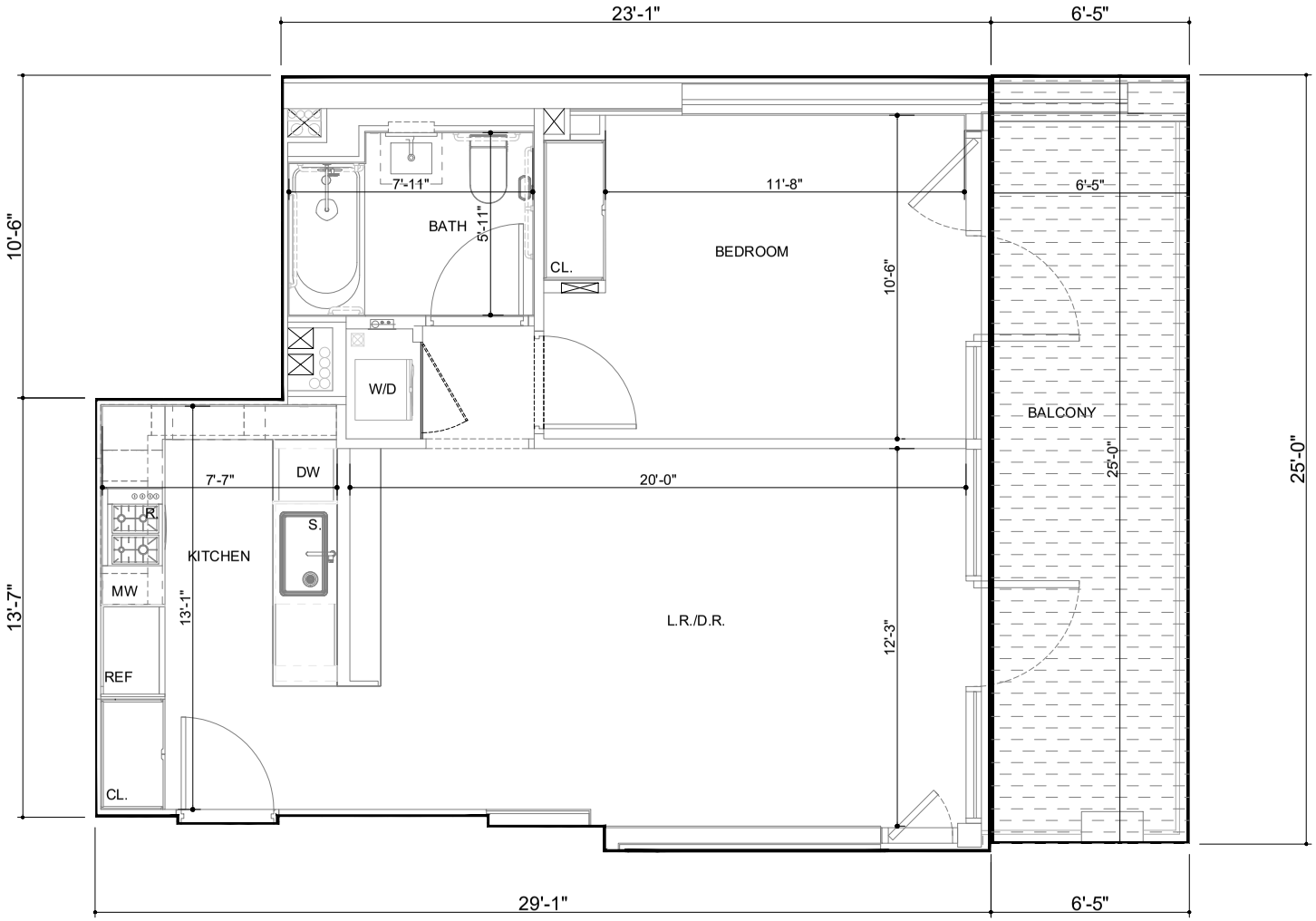

351

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

12TH FLOOR
UNIT 12D

1 BED/ 1 BATH
AREA = 654 S.F.
BALCONY AREA= 161 S.F.

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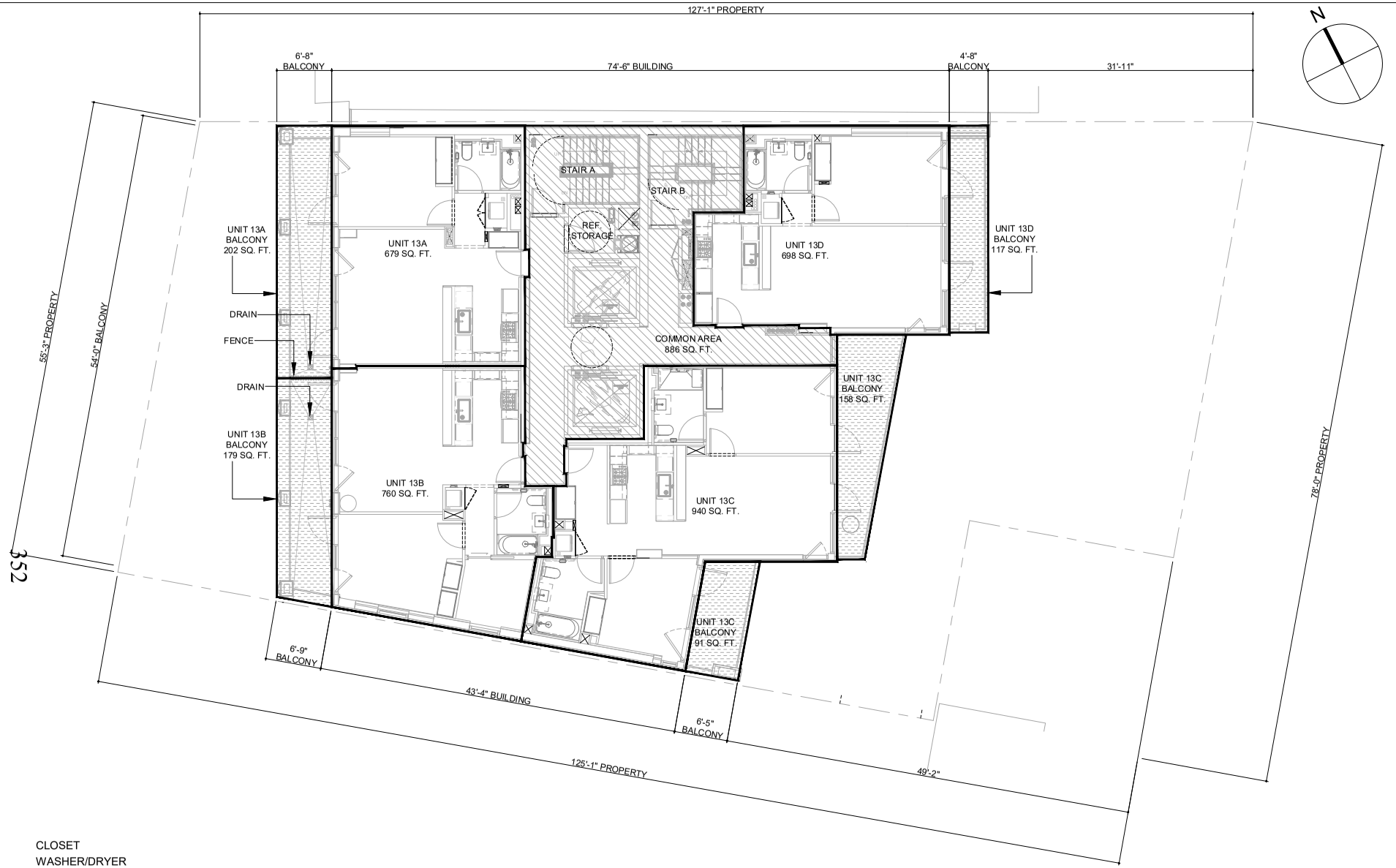


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

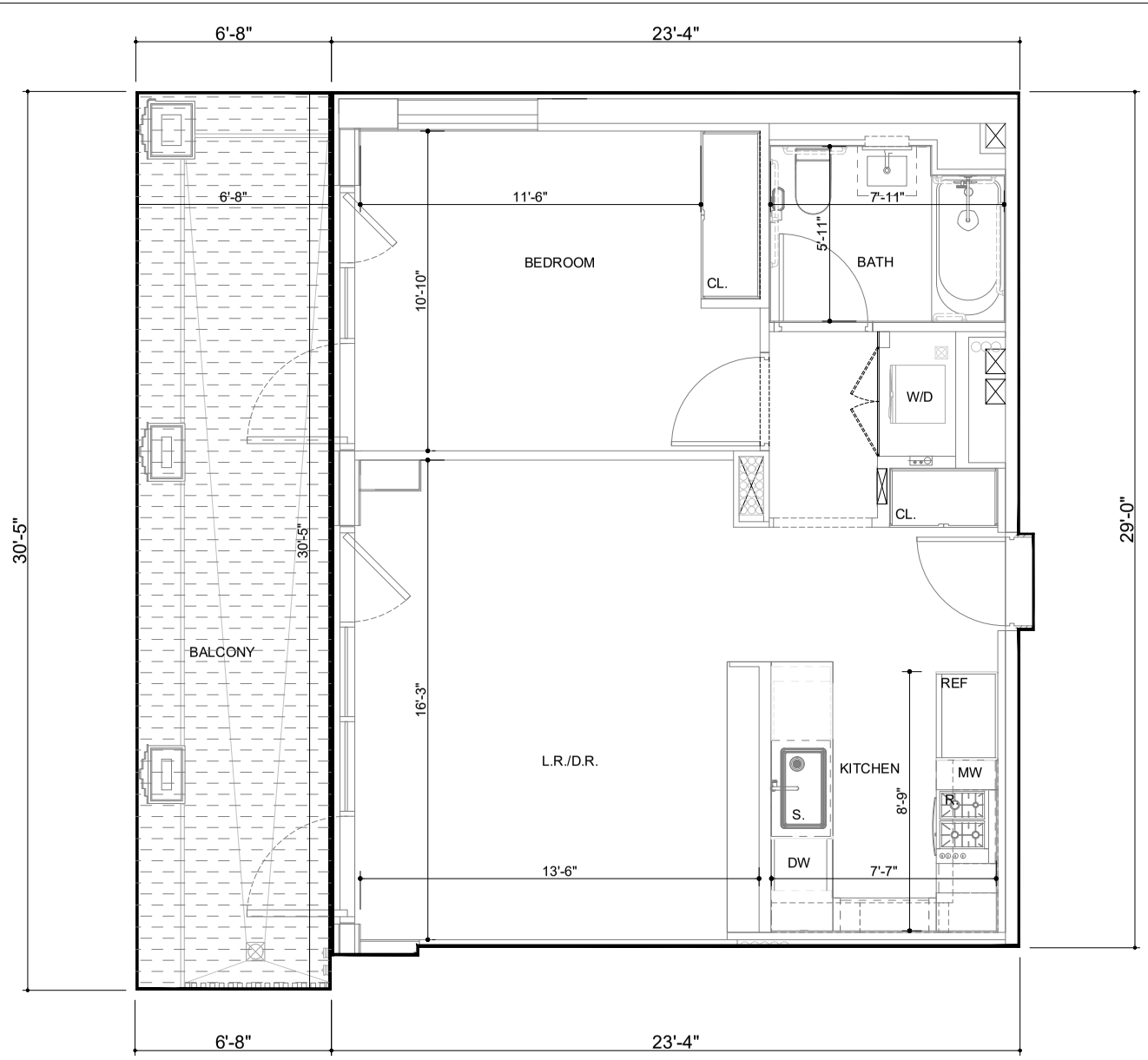
DATE: JANUARY 2026

13TH FLOOR

GROSS AREA = 3919 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.

353



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

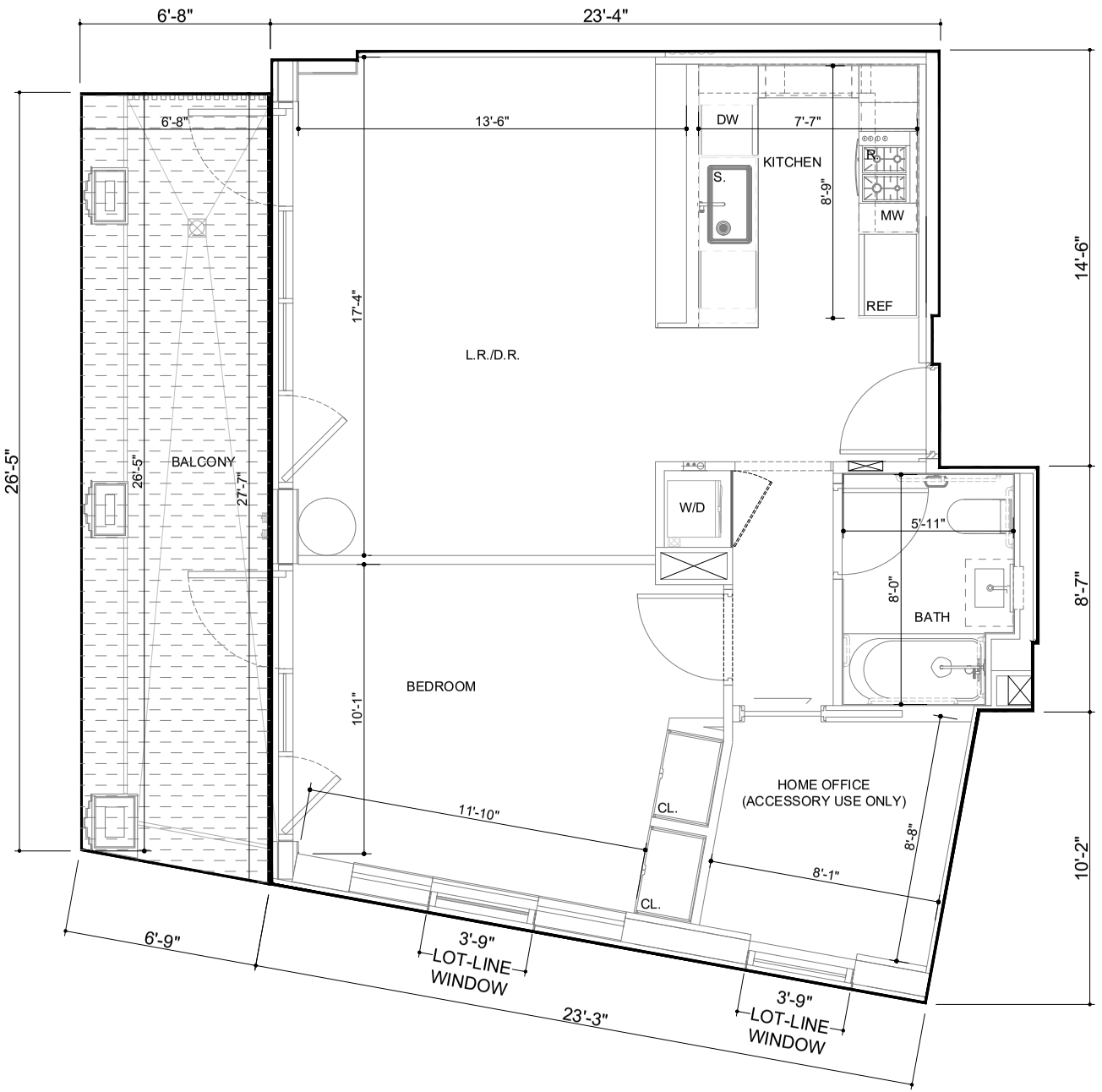
13TH FLOOR
UNIT 13A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'

354



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
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842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

13TH FLOOR

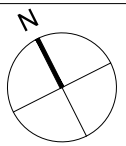
UNIT 13B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

SCALE: 0' 8' 16' 24'

355



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

13TH FLOOR

UNIT 13C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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.

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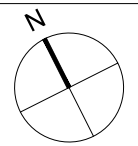

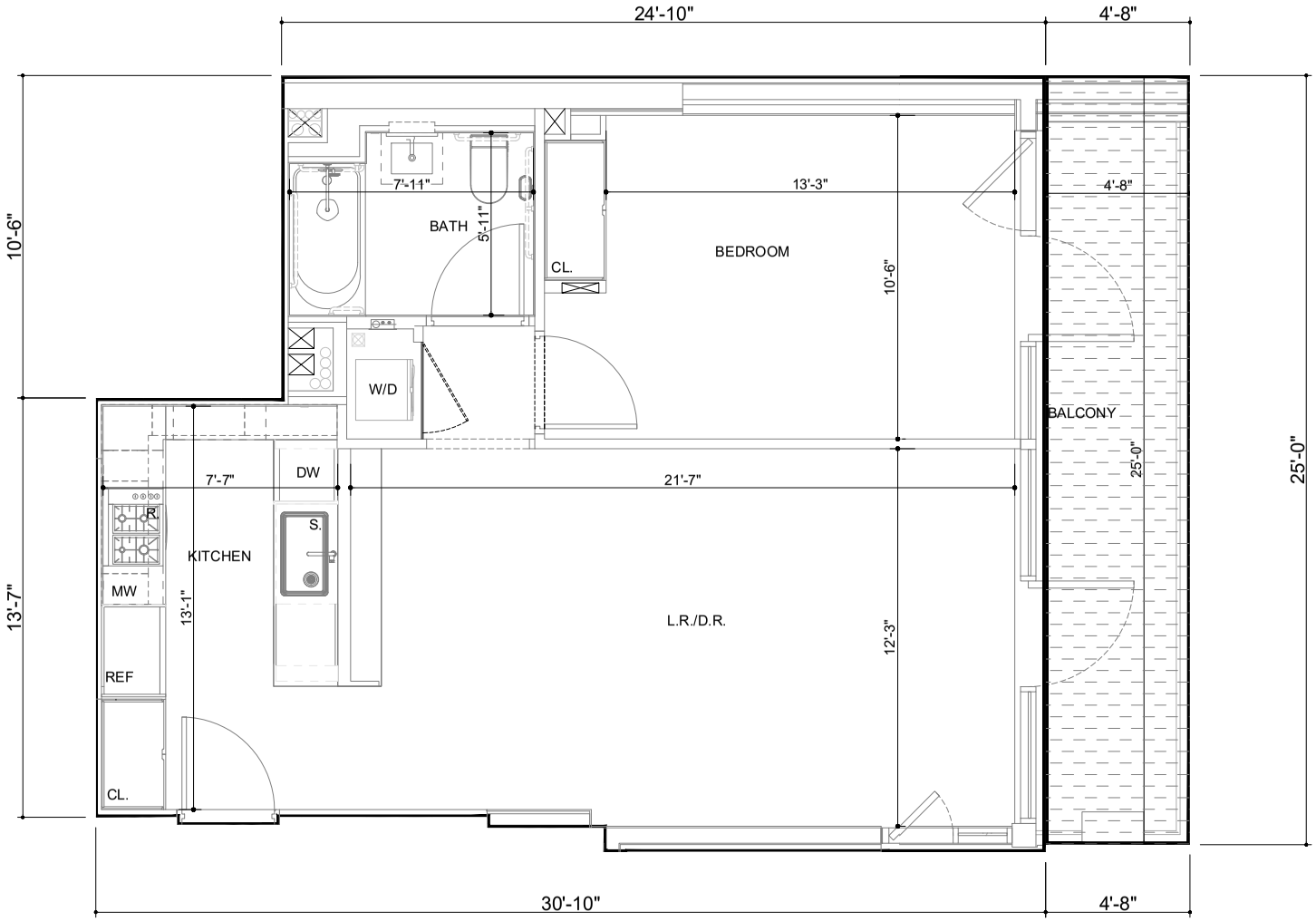

356

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
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842 EDENVIEW, LLC

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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

13TH FLOOR
UNIT 13D

1 BED/ 1 BATH
AREA = 698 S.F.
BALCONY AREA= 117 S.F.

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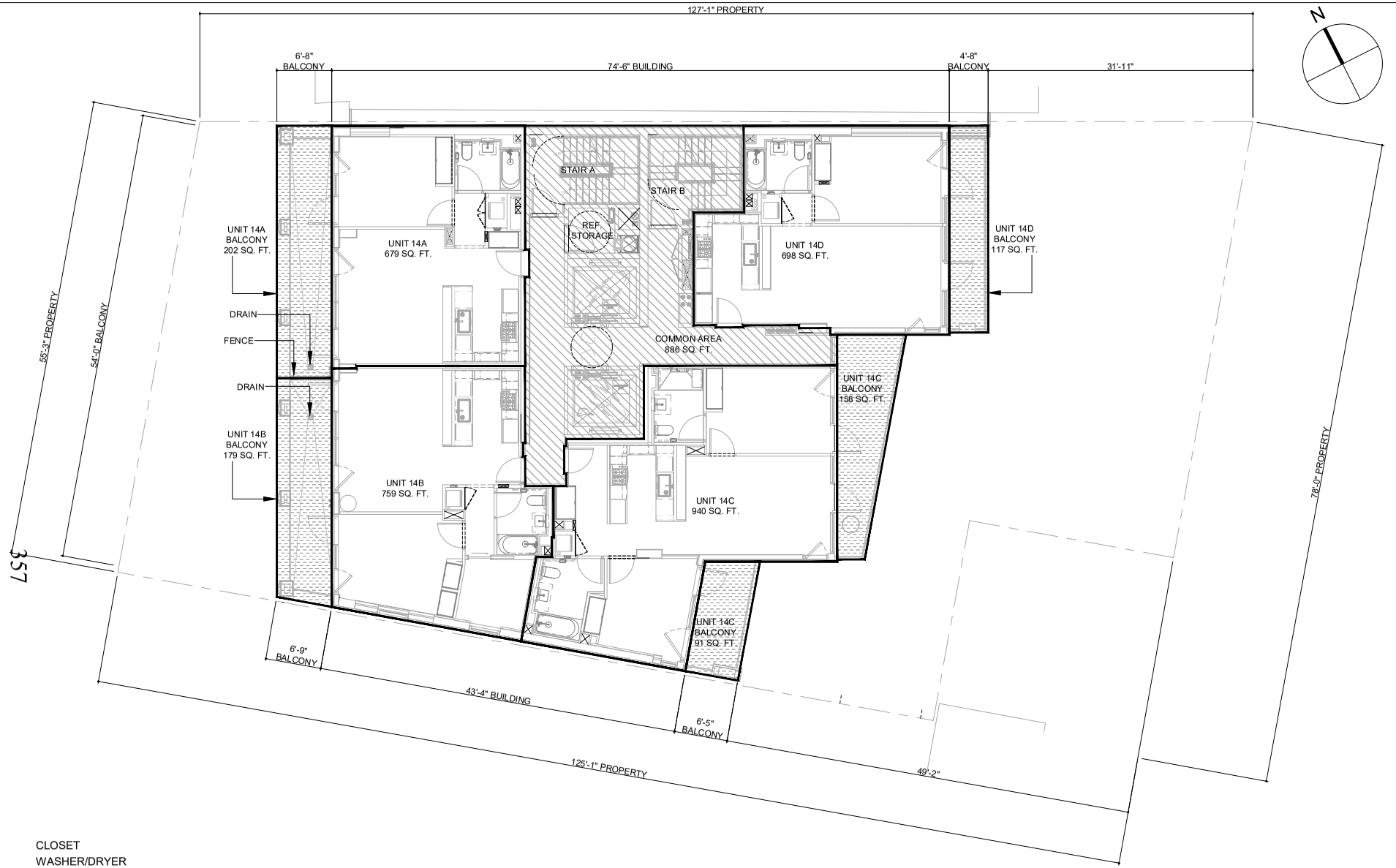


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

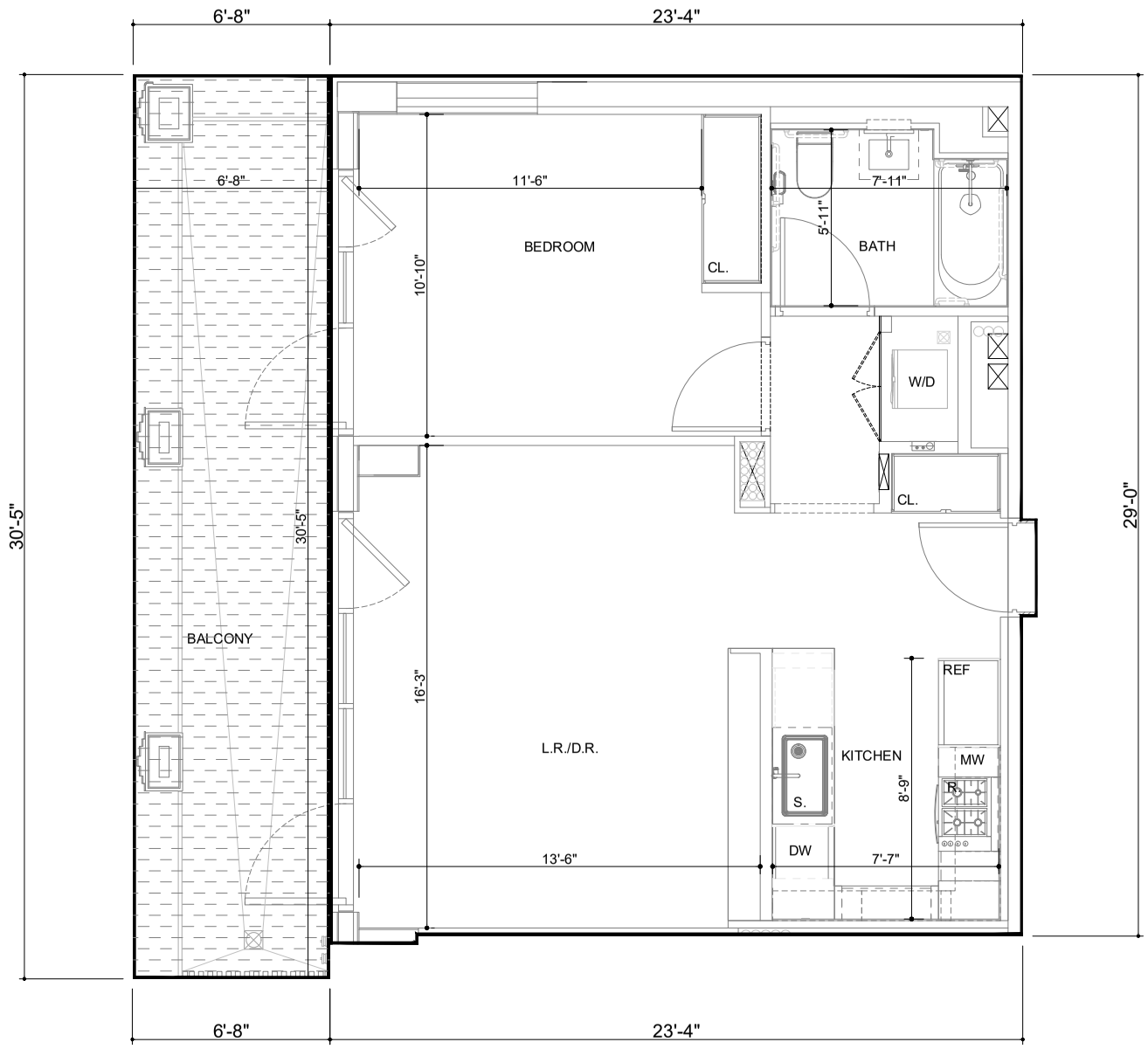
BRENT M. PORTER, ARCHITECT PLLC

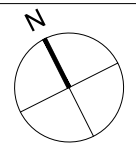
DATE: JANUARY 2026

14TH FLOOR

GROSS AREA = 3919 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





358

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

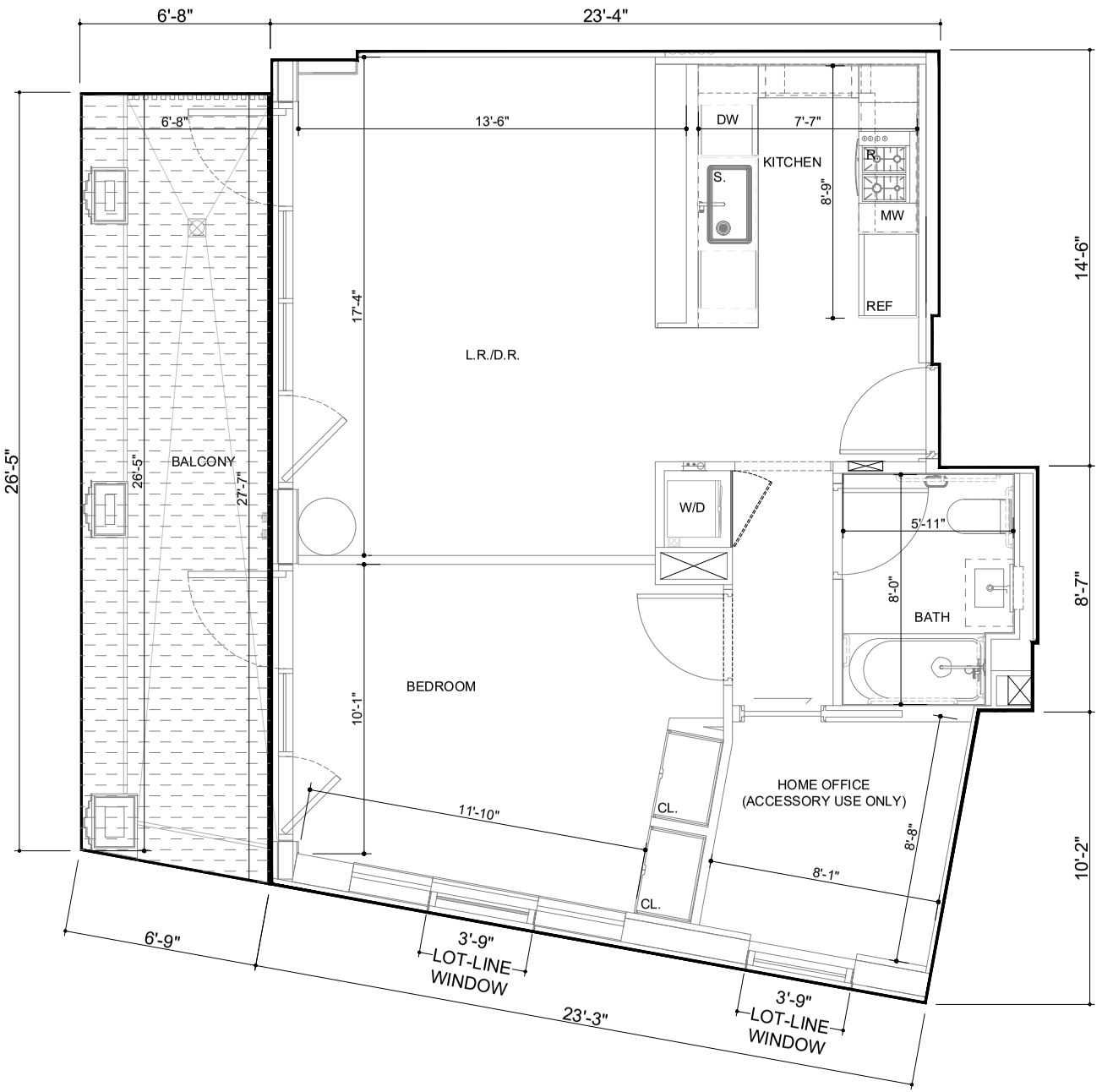
14TH FLOOR
UNIT 14A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'

359



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

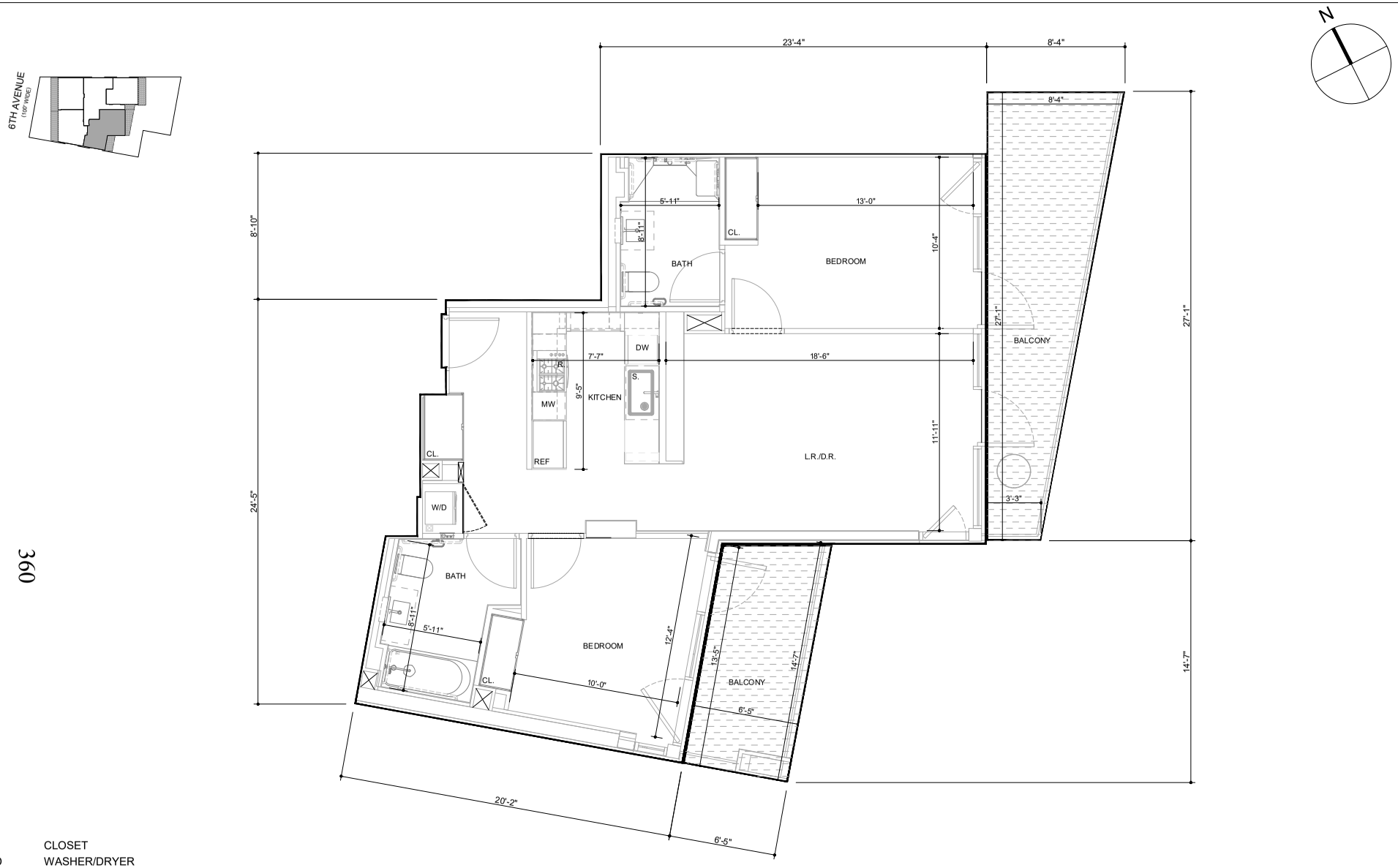
DATE: JANUARY 2026

14TH FLOOR
UNIT 14B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

SCALE: 0' 8' 16' 24'



360

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

14TH FLOOR
UNIT 14C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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.

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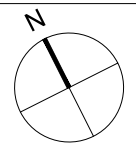

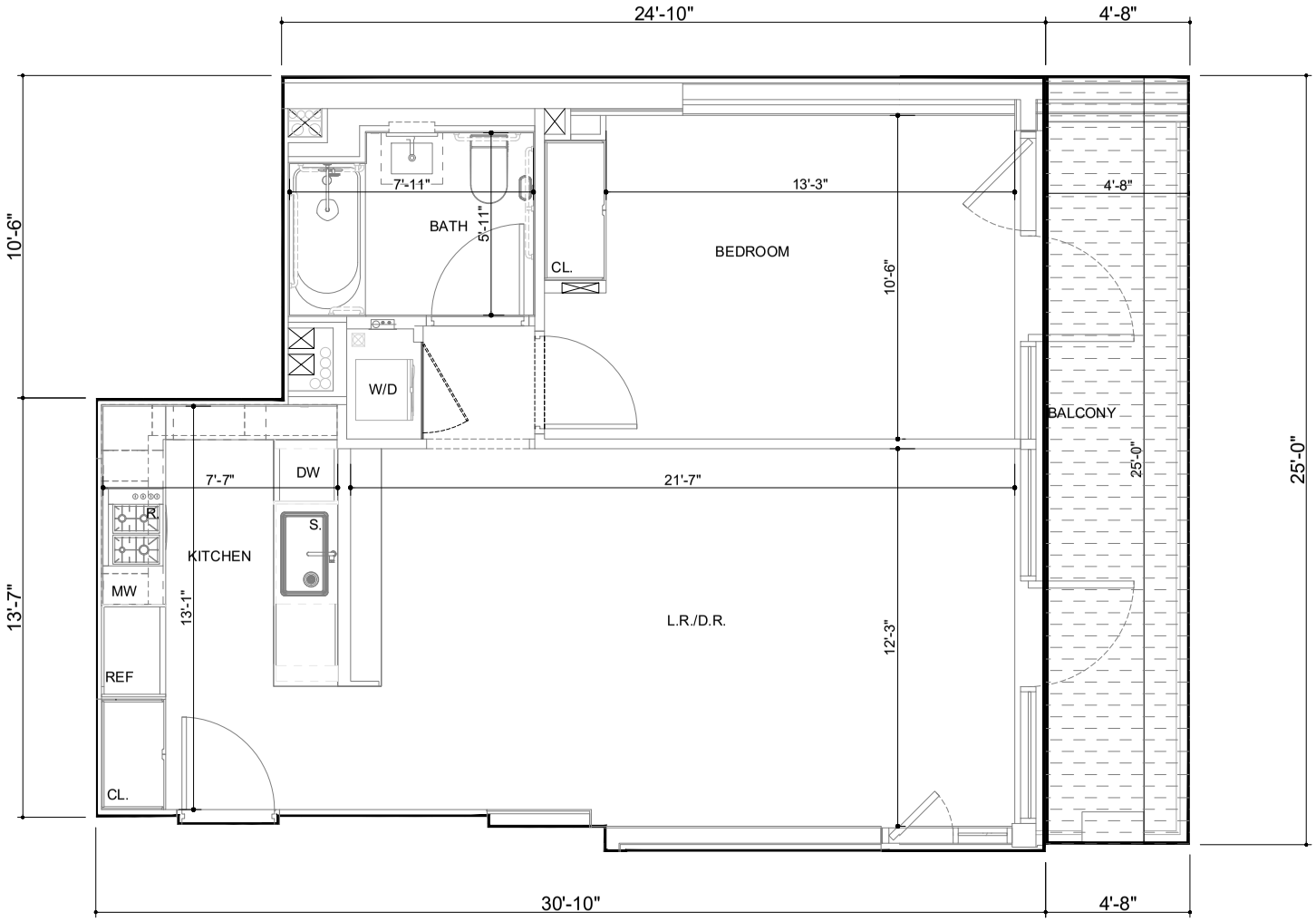

361

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

14TH FLOOR
UNIT 14D

1 BED/ 1 BATH
AREA = 698 S.F.
BALCONY AREA= 117 S.F.

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.

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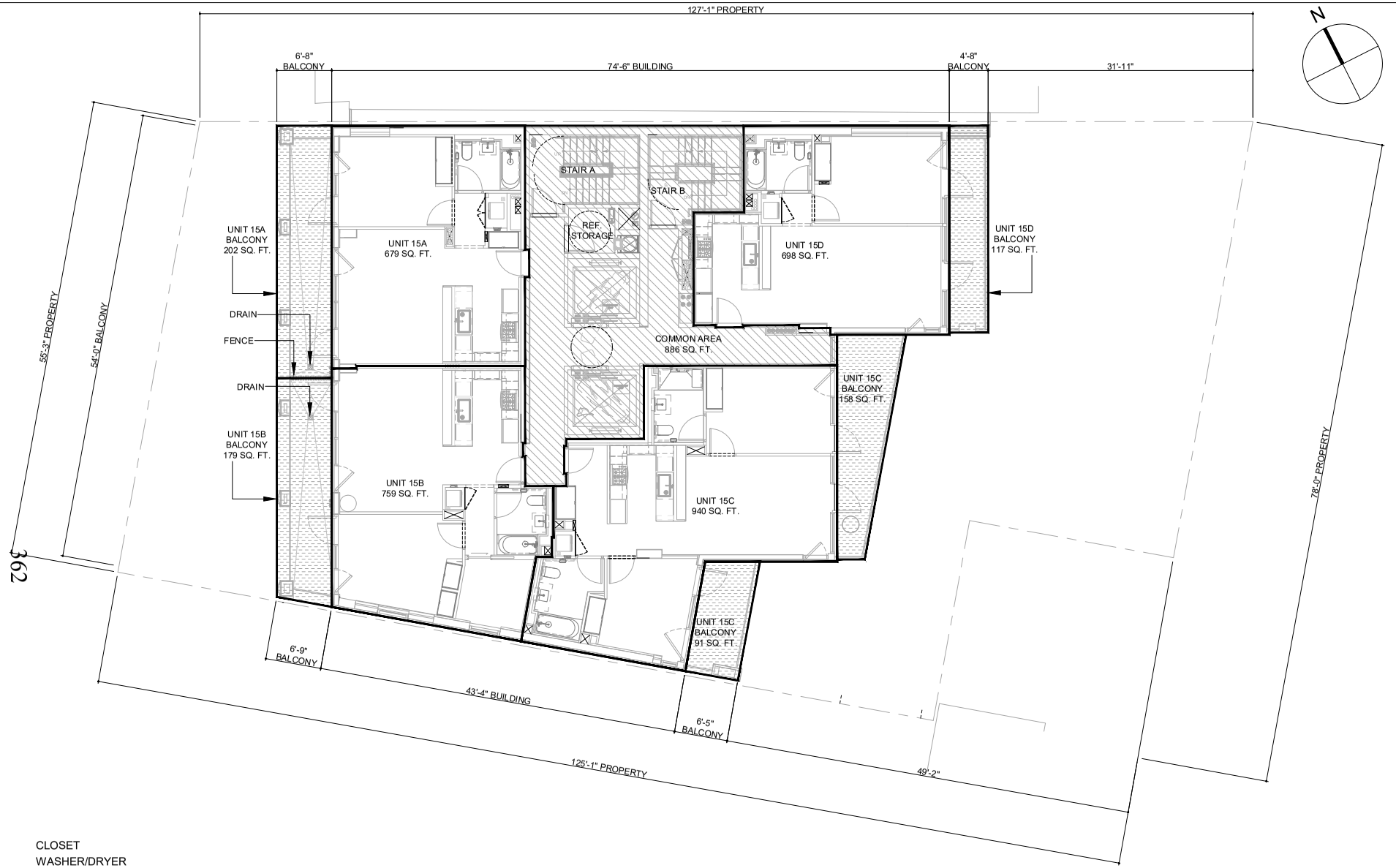

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

15TH FLOOR

GROSS AREA = 3919 SQ. FT.

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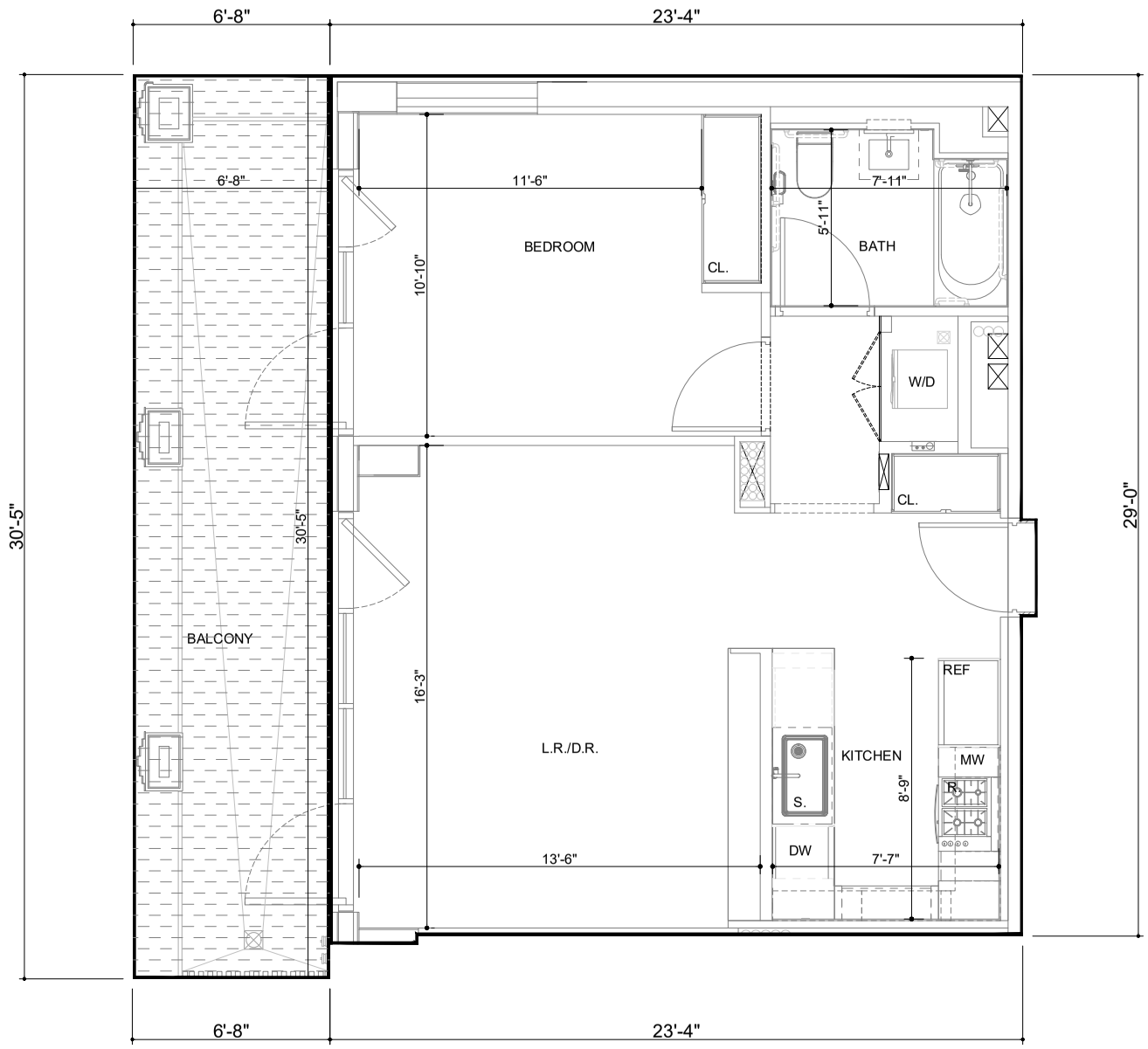

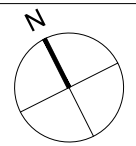

363

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

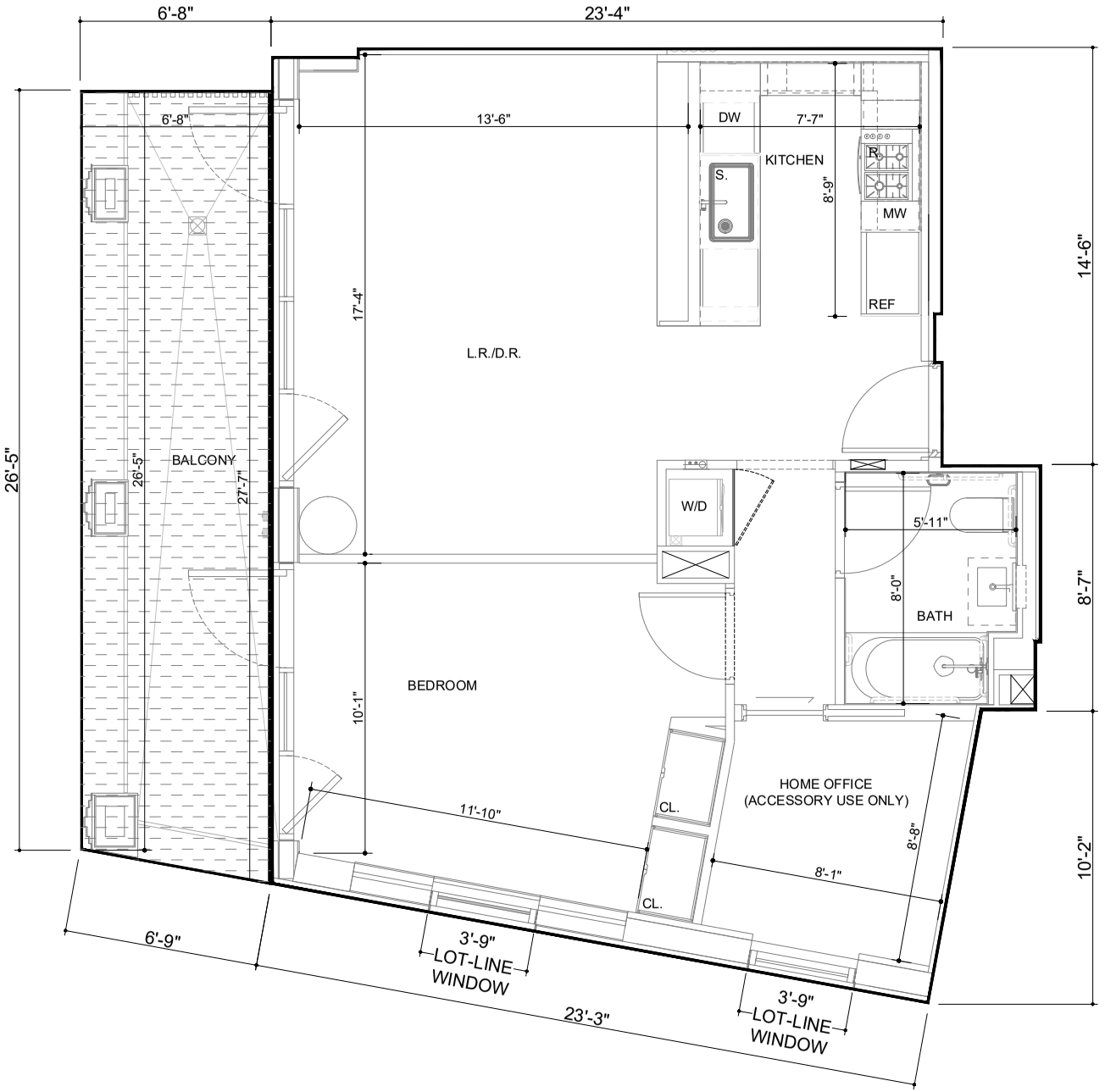
DATE: JANUARY 2026

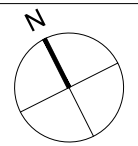
15TH FLOOR
UNIT 15A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'





364

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
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842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

15TH FLOOR

UNIT 15B

1 BED/ 1 BATH

AREA = 760 S.F.

BALCONY AREA= 179 S.F.

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SCALE: 0' 8' 16' 24'

365

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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

15TH FLOOR

UNIT 15C

2 BED/ 2 BATH

AREA = 940 S.F.

BALCONY AREA= 249 S.F.

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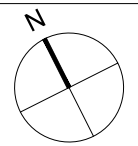

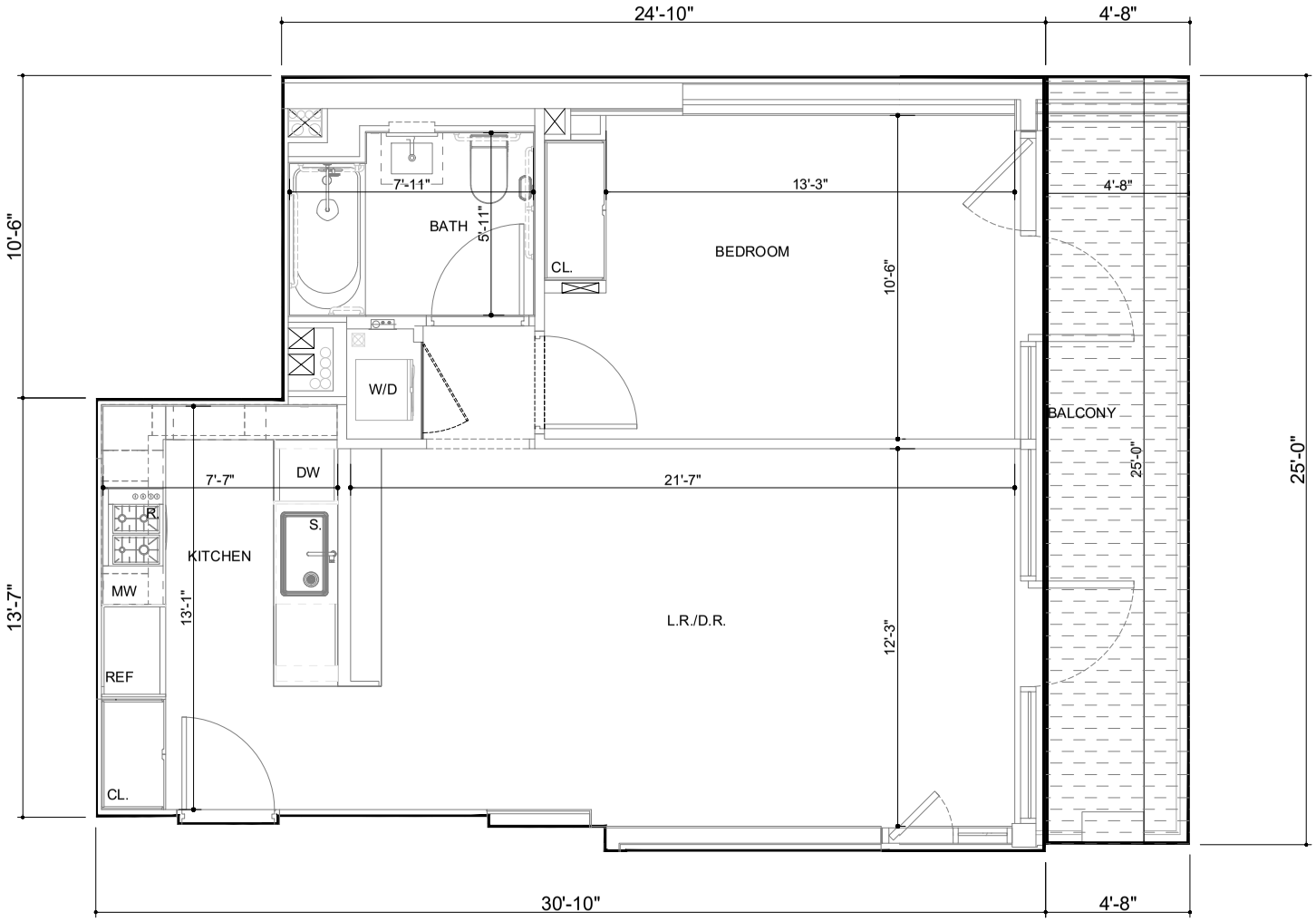

366

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15TH FLOOR
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1 BED/ 1 BATH
AREA = 698 S.F.
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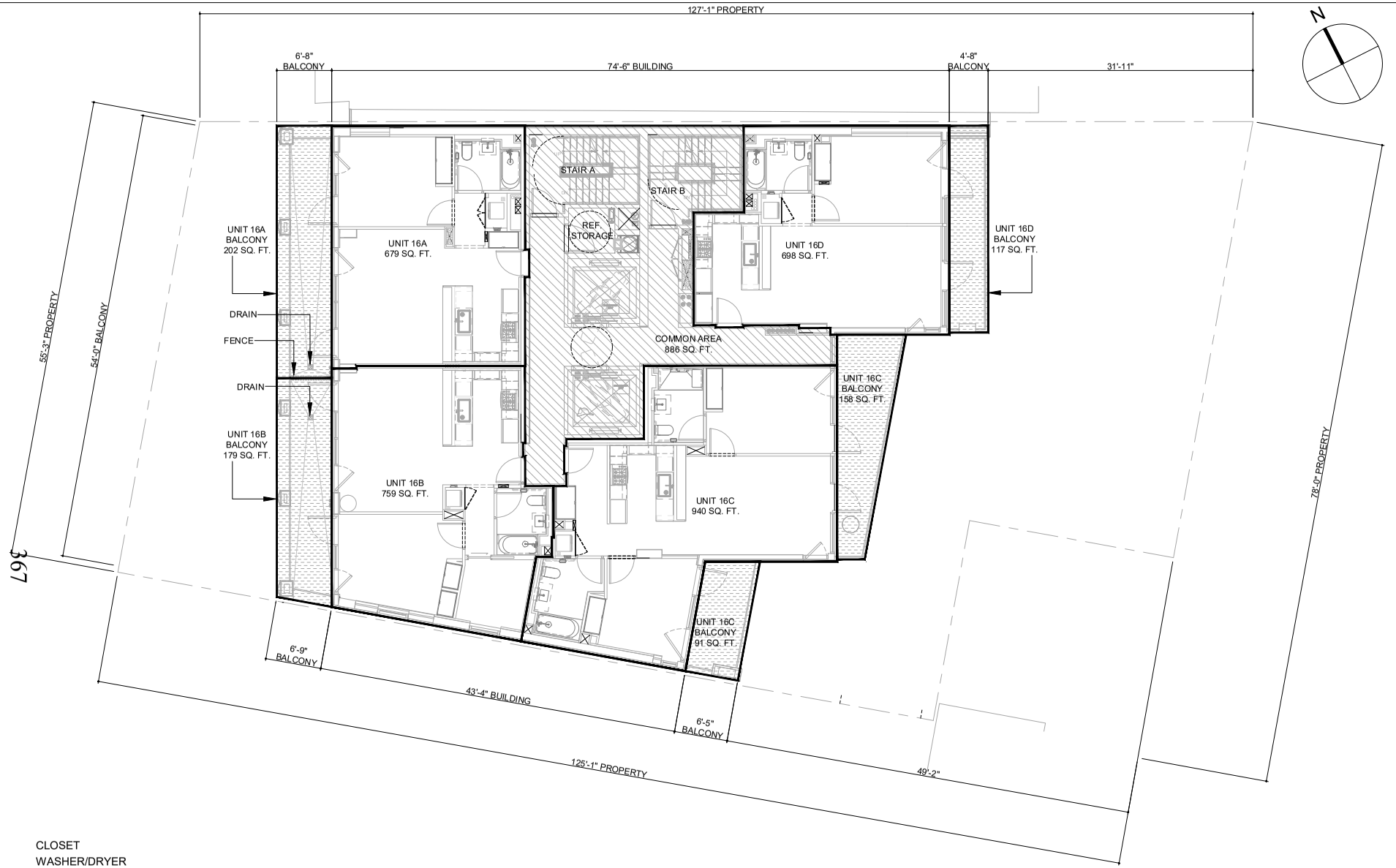

CL.	CLOSET
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GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

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842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

16TH FLOOR

GROSS AREA = 3919 SQ. FT.

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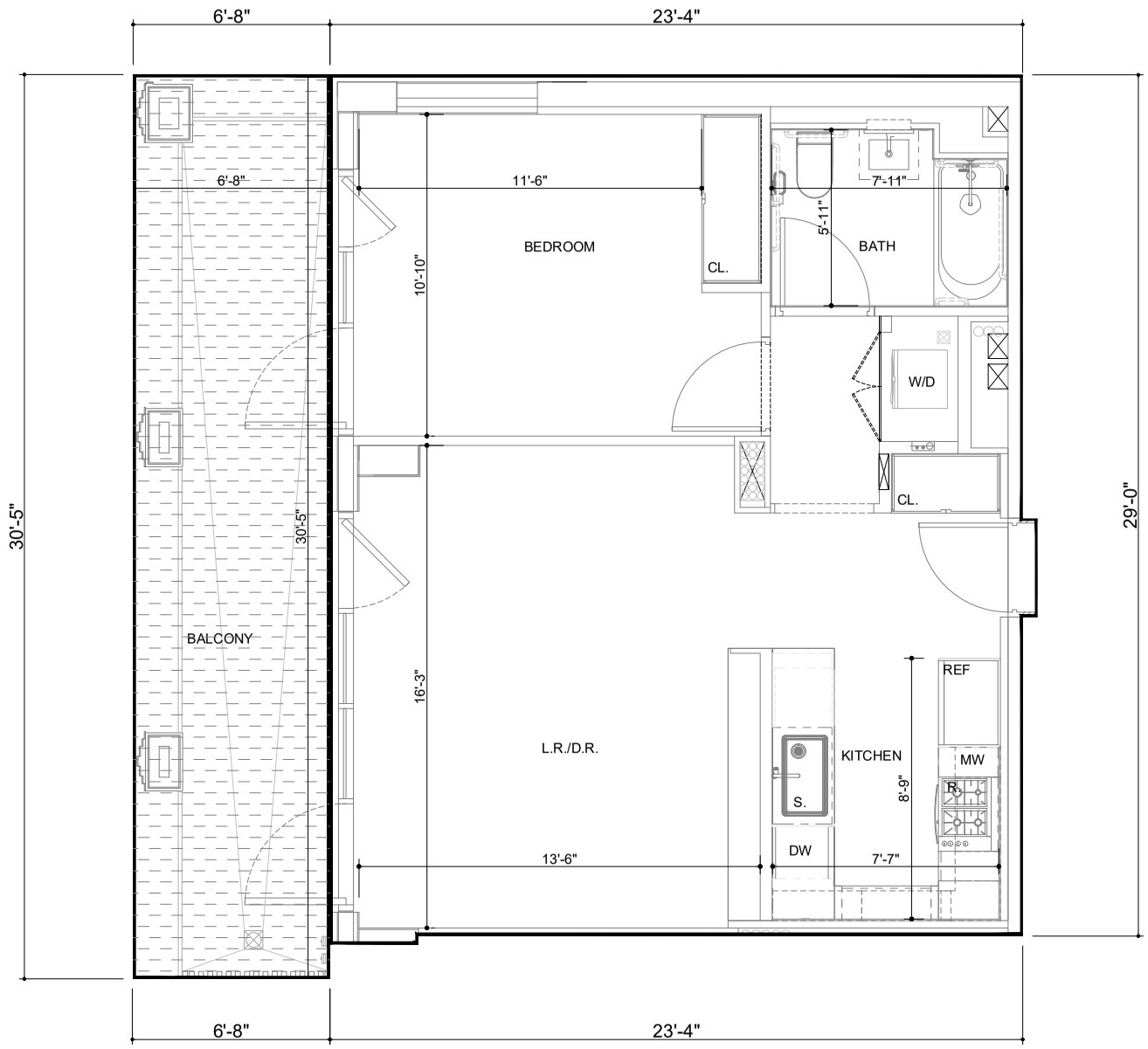

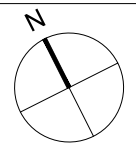

368

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

16TH FLOOR
UNIT 16A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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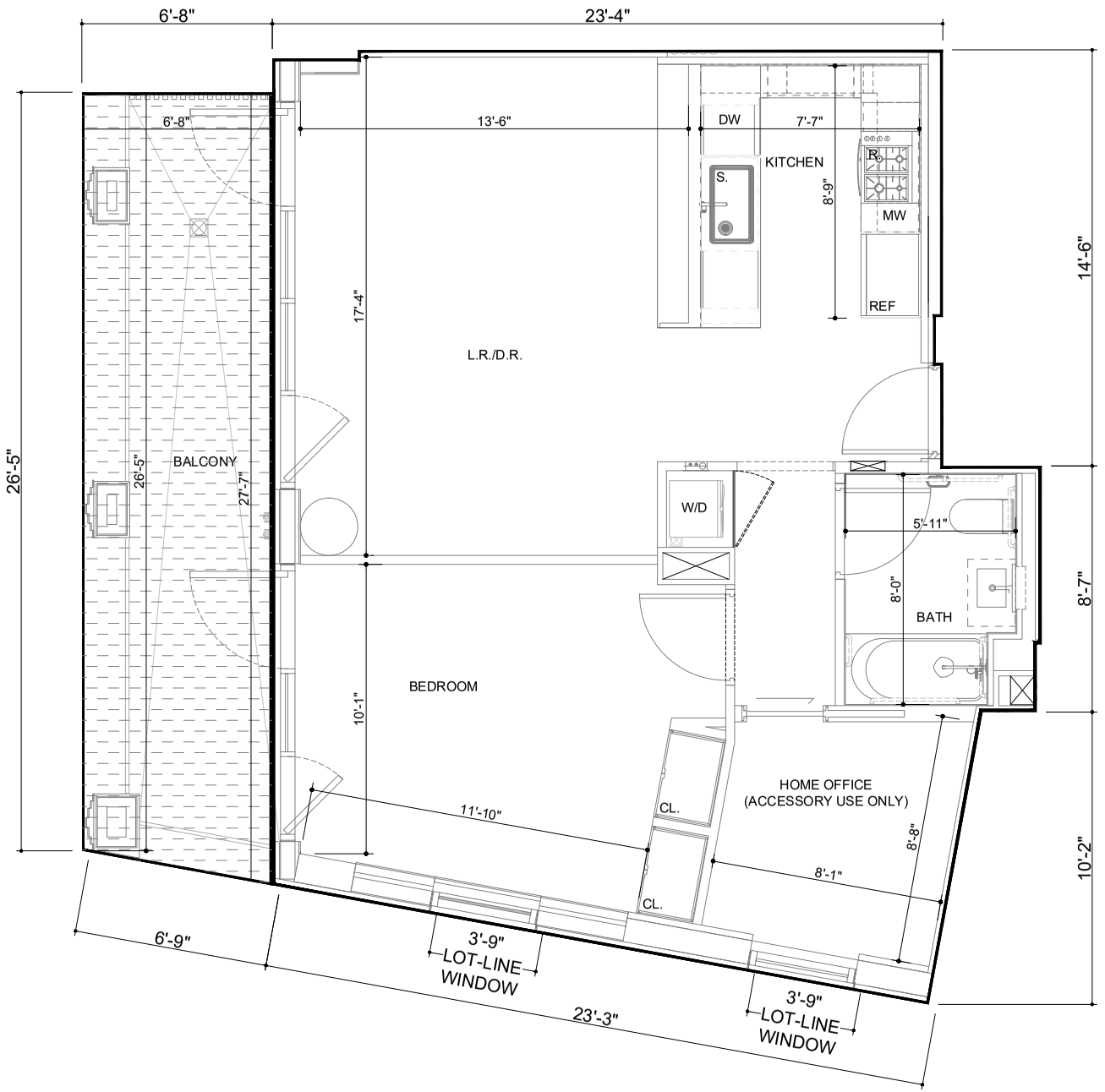

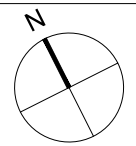

369

CL.	CLOSET
W/D	WASHER/DRYER
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

16TH FLOOR
UNIT 16B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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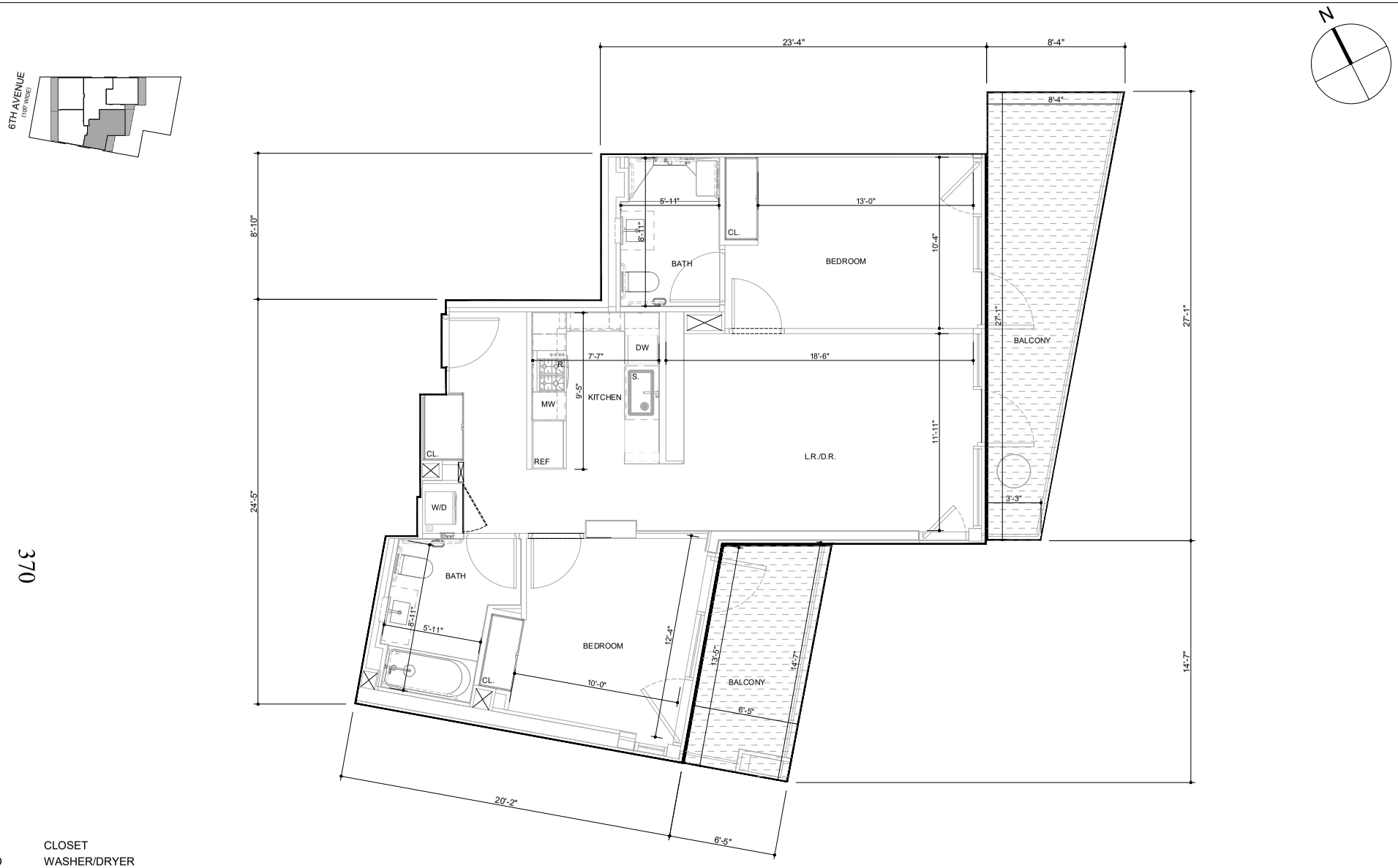

370

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

16TH FLOOR
UNIT 16C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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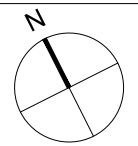

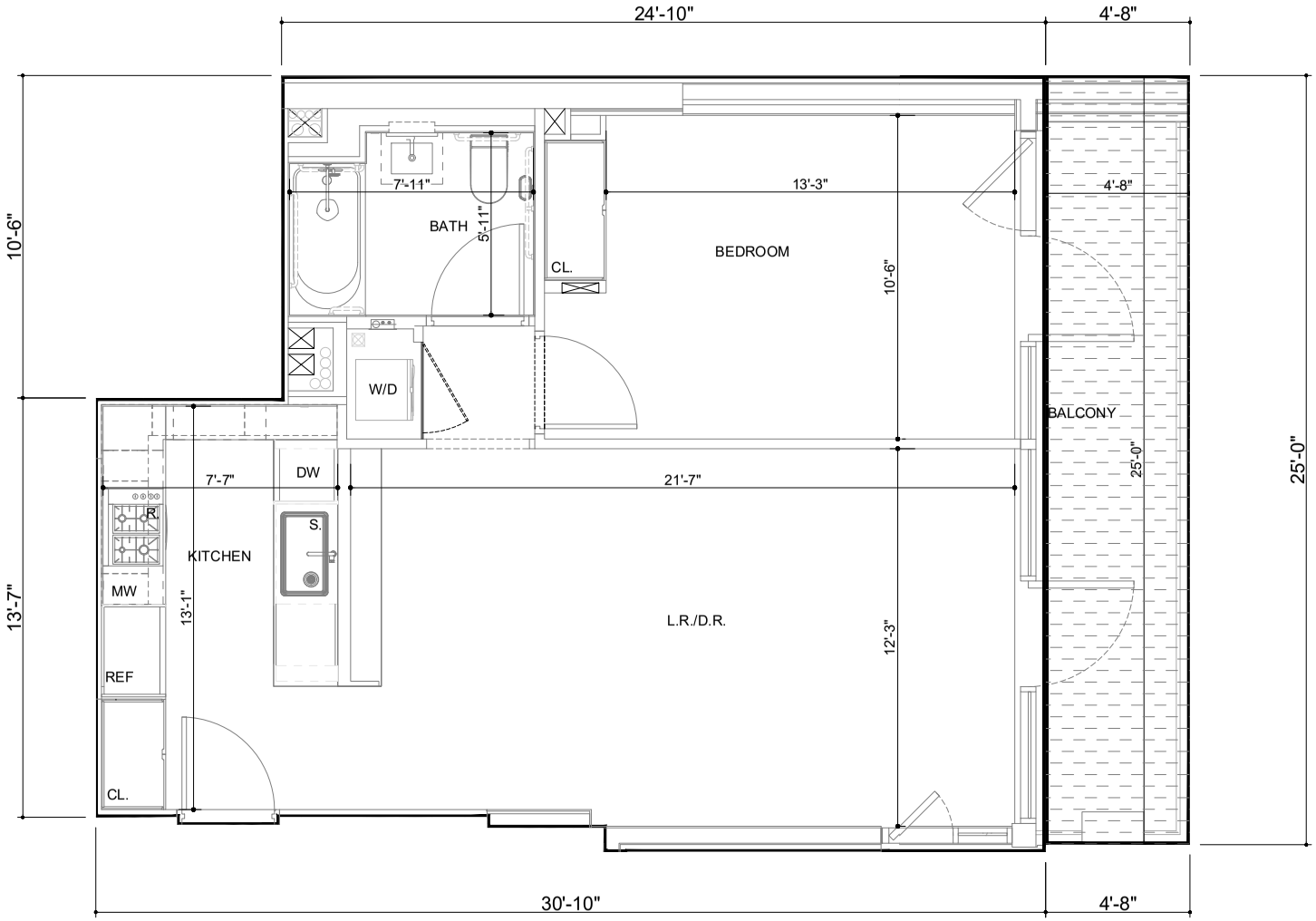

371

CL.	CLOSET
W/D	WASHER/DRYER
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

16TH FLOOR
UNIT 16D

1 BED/ 1 BATH
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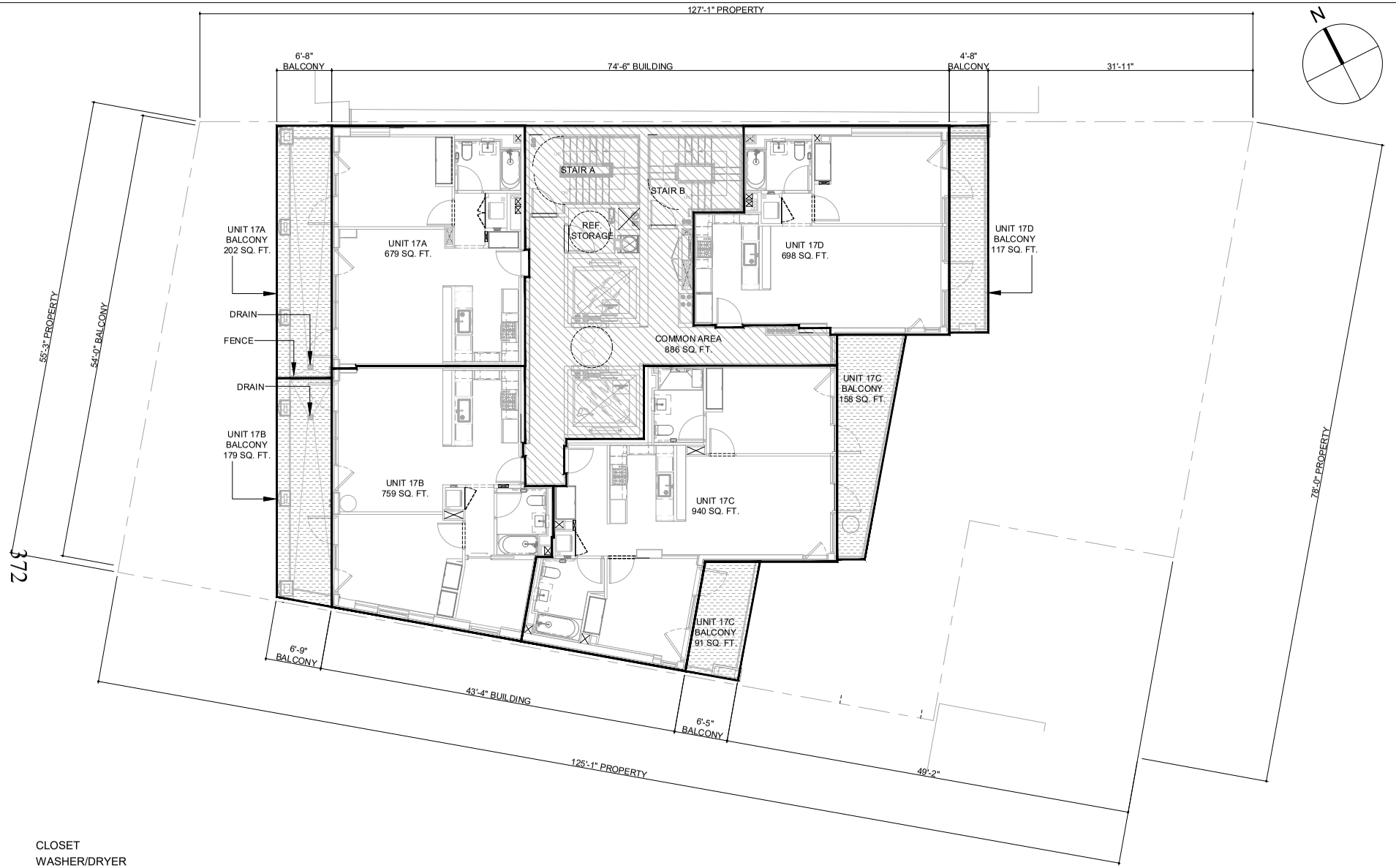

CL.	CLOSET
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GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

17TH FLOOR

GROSS AREA = 3919 SQ. FT.

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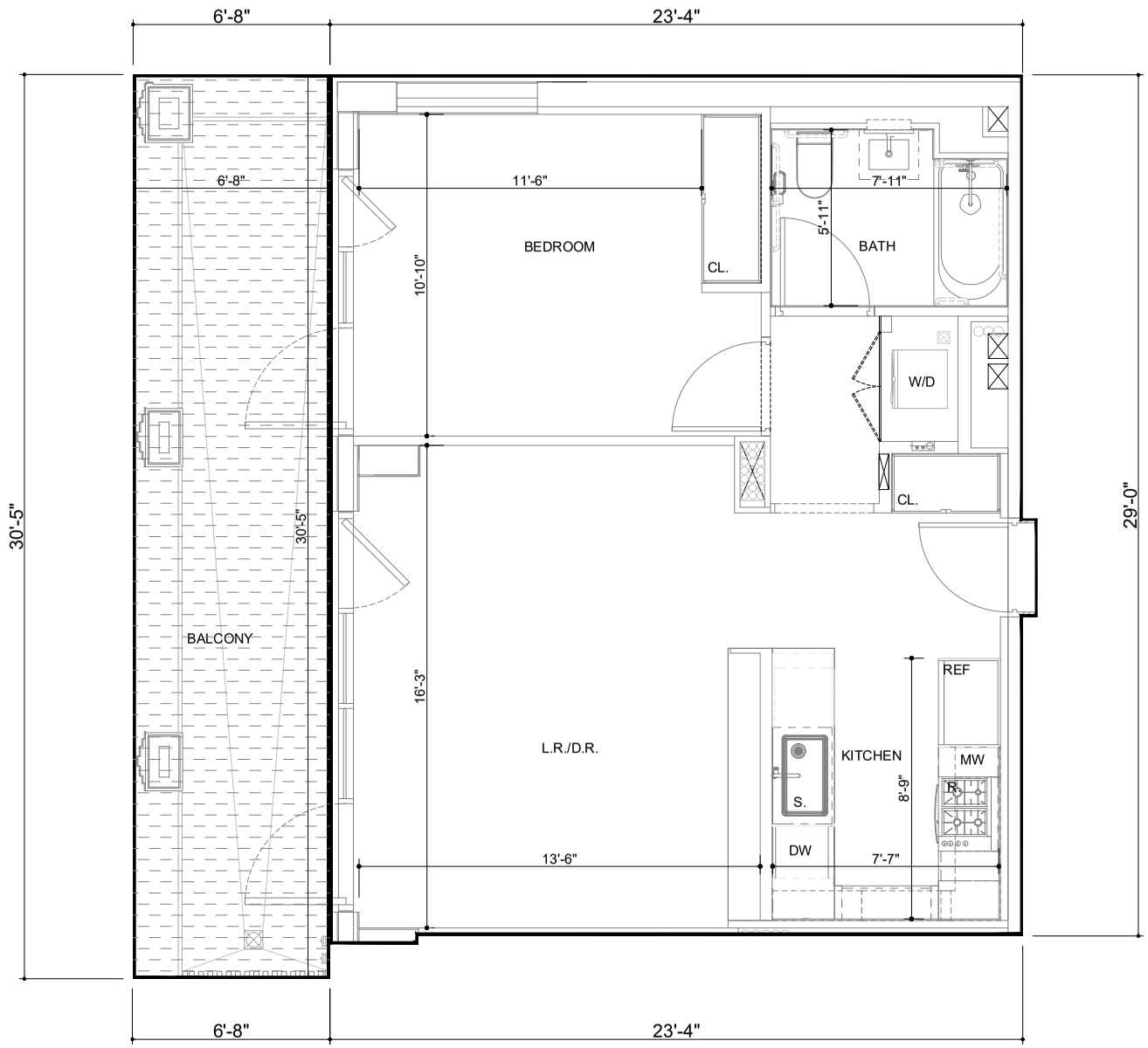
373



CL.	CLOSET
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

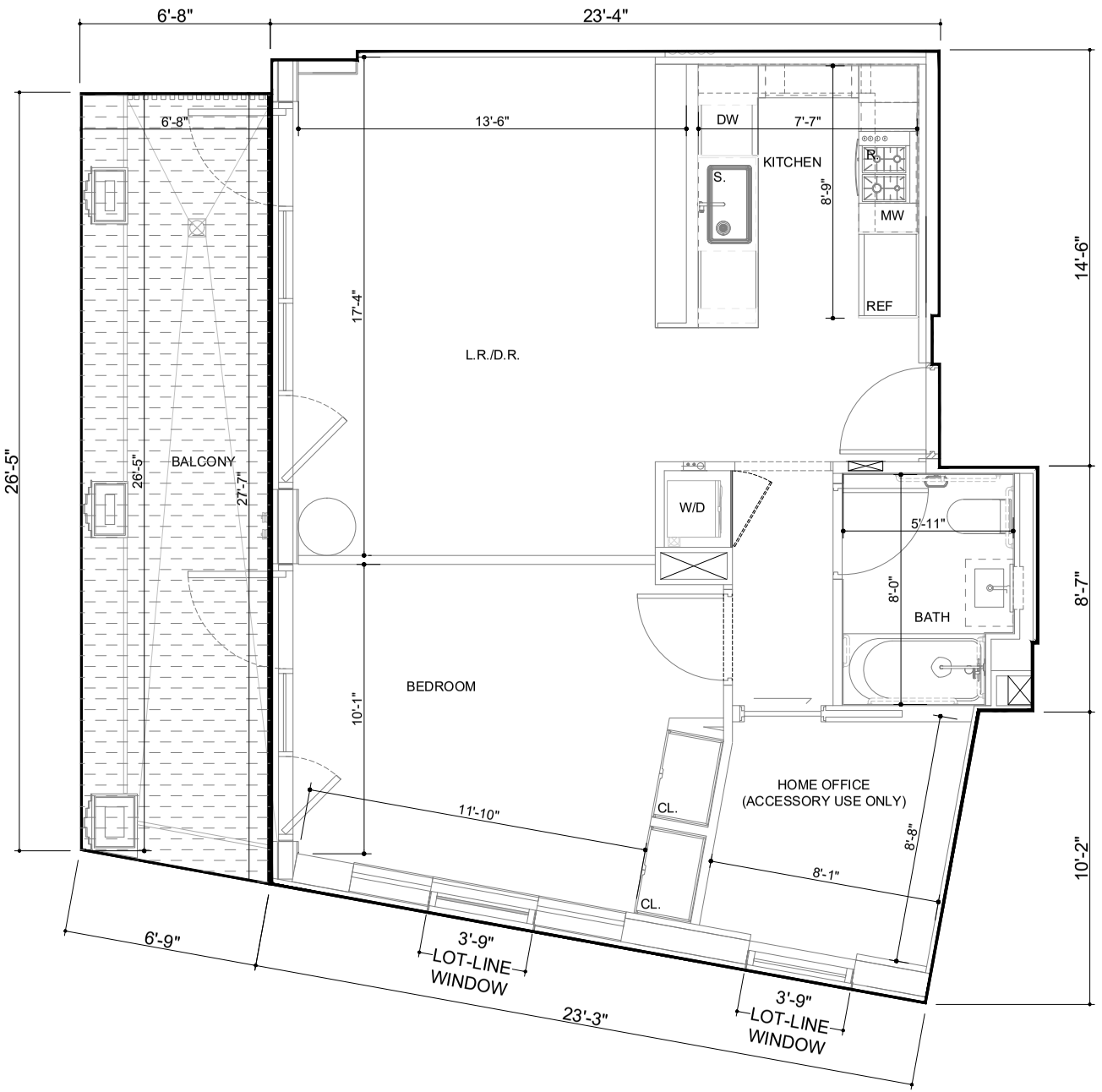
17TH FLOOR
UNIT 17A

1 BED/ 1 BATH
AREA = 679 S.F.
BALCONY AREA= 202 S.F.

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.

SCALE: 0' 8' 16' 24'

374



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R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

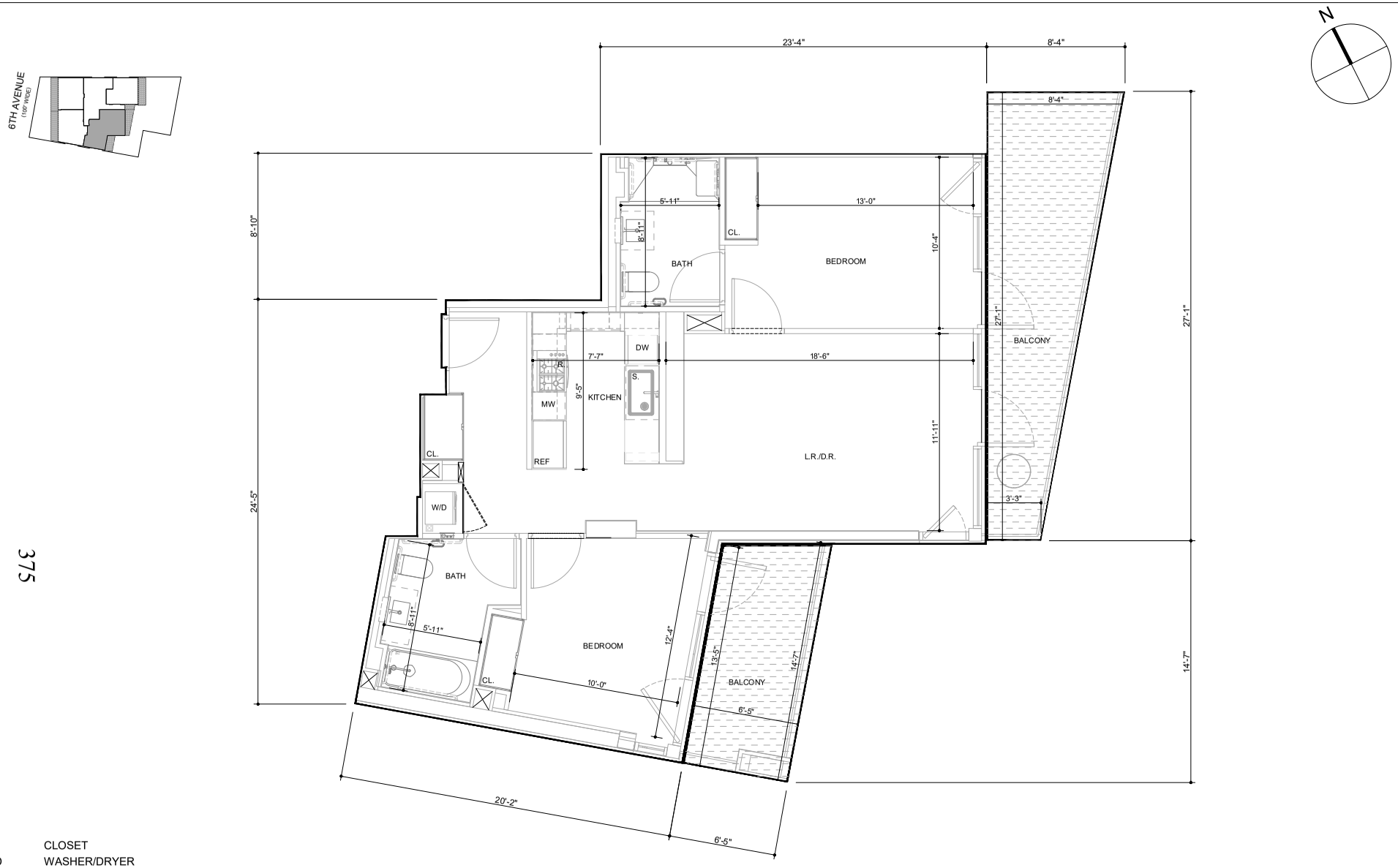
DATE: JANUARY 2026

17TH FLOOR
UNIT 17B

1 BED/ 1 BATH
AREA = 760 S.F.
BALCONY AREA= 179 S.F.

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.

SCALE: 0' 8' 16' 24'



375

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

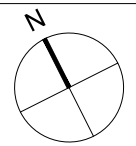
17TH FLOOR

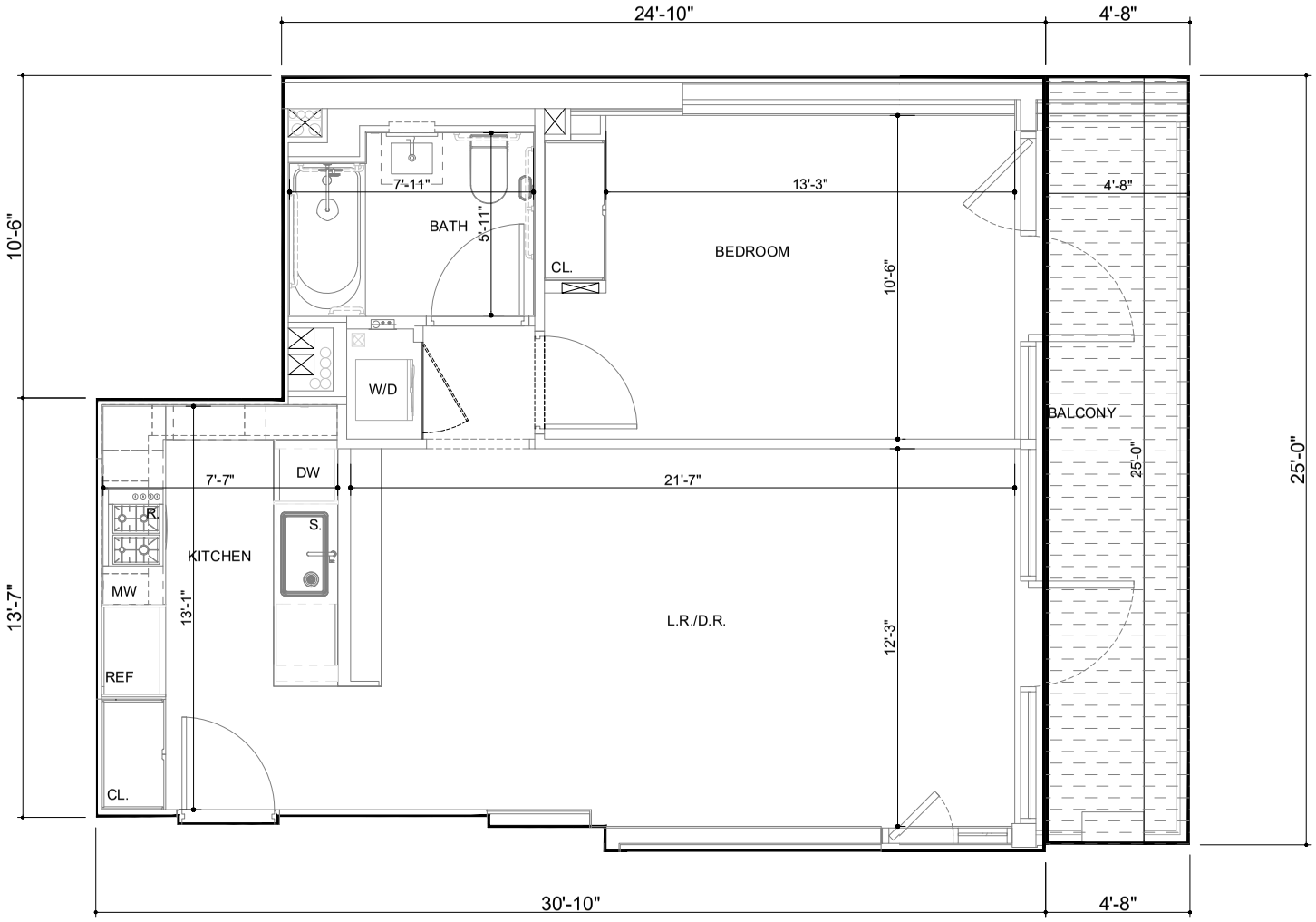
UNIT 17C

2 BED/ 2 BATH
AREA = 940 S.F.
BALCONY AREA= 249 S.F.

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.

SCALE: 0' 8' 16' 24'





376

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

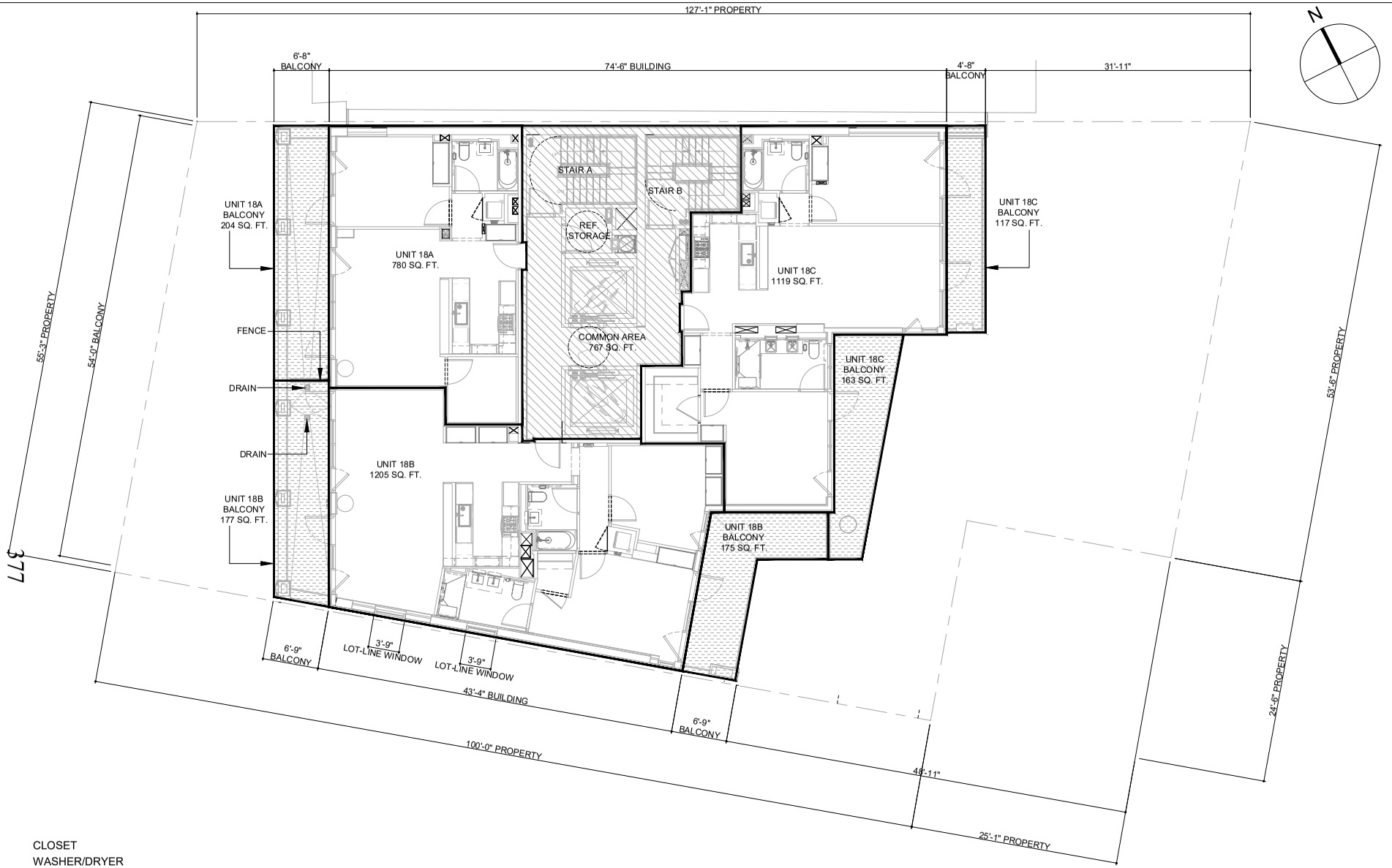
DATE: JANUARY 2026

17TH FLOOR
UNIT 17D

1 BED/ 1 BATH
AREA = 698 S.F.
BALCONY AREA= 117 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

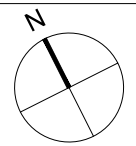
BRENT M. PORTER, ARCHITECT PLLC

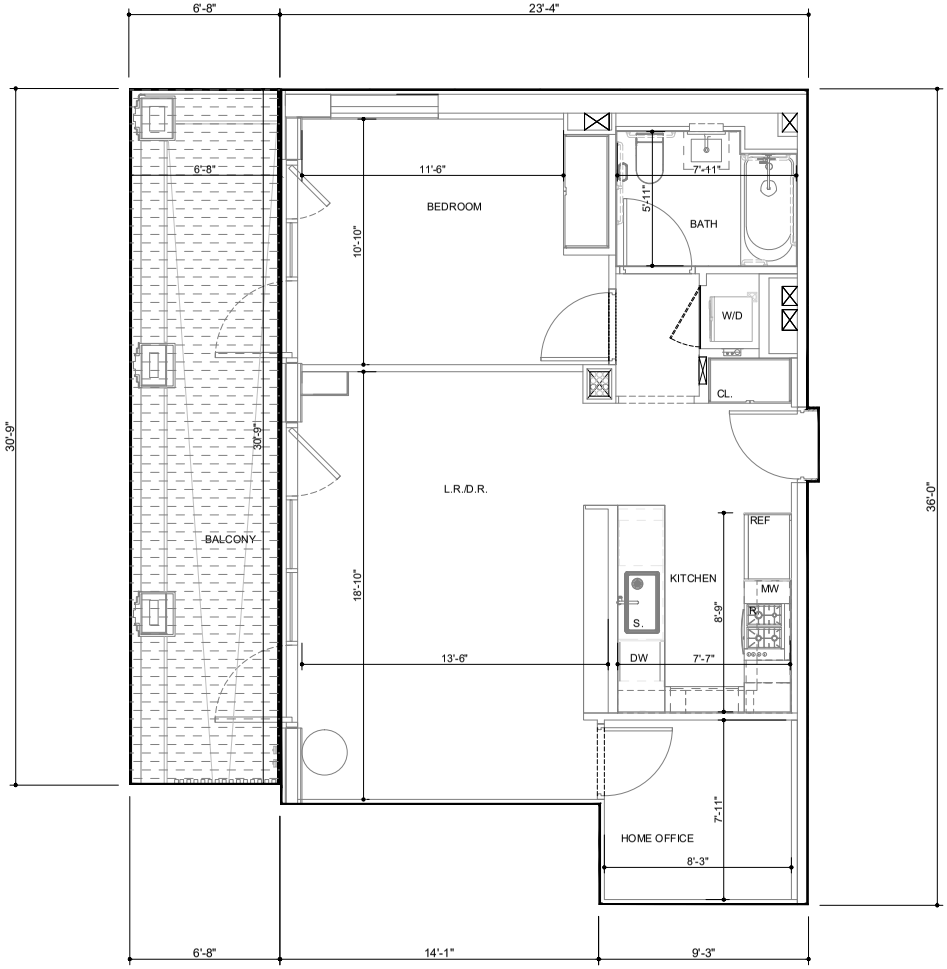
DATE: JANUARY 2026

18TH FLOOR

GROSS AREA = 3871 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





378

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

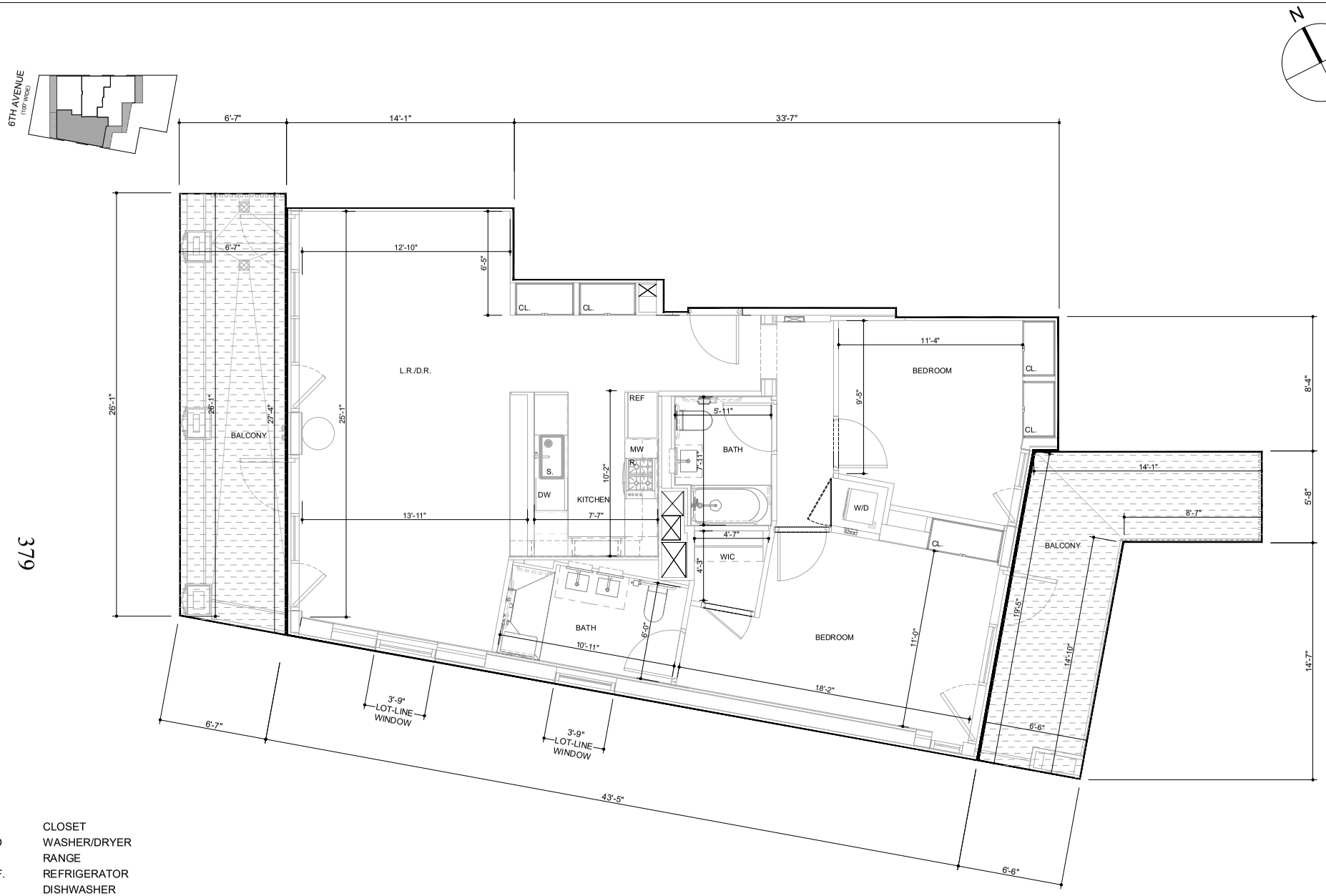
DATE: JANUARY 2026

18TH FLOOR
UNIT 18A

1 BED/ 1 BATH
AREA = 780 S.F.
BALCONY AREA= 204 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

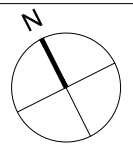
18TH FLOOR
UNIT 18B

2 BED/ 2 BATH
AREA = 1205 S.F.
BALCONY AREA= 352 S.F.

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.

SCALE: 0' 8' 16' 24'

380



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

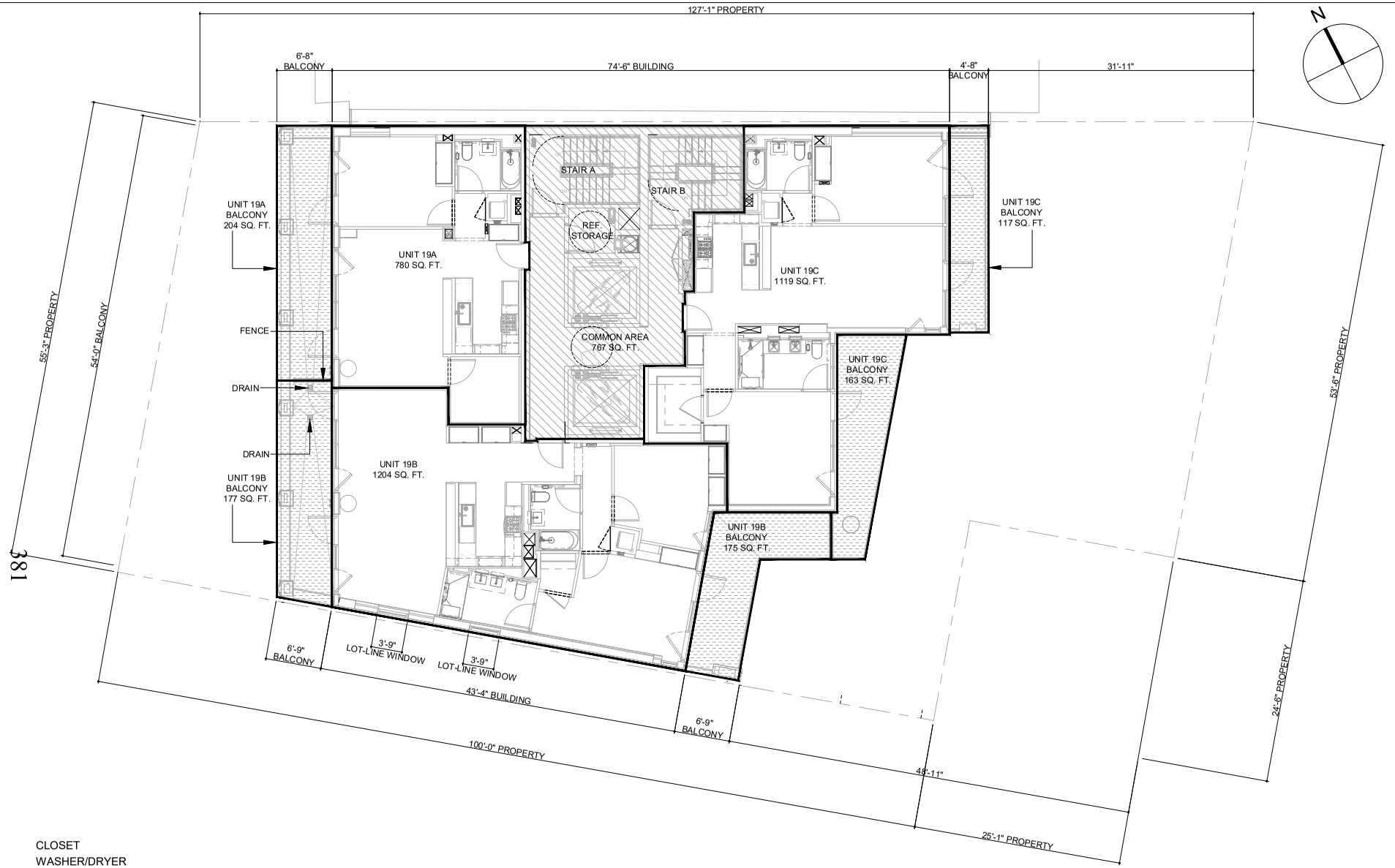
DATE: JANUARY 2026

18TH FLOOR
UNIT 18C

2 BED/ 2 BATH
AREA = 1119 S.F.
BALCONY AREA= 280 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

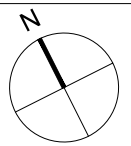
BRENT M. PORTER, ARCHITECT PLLC

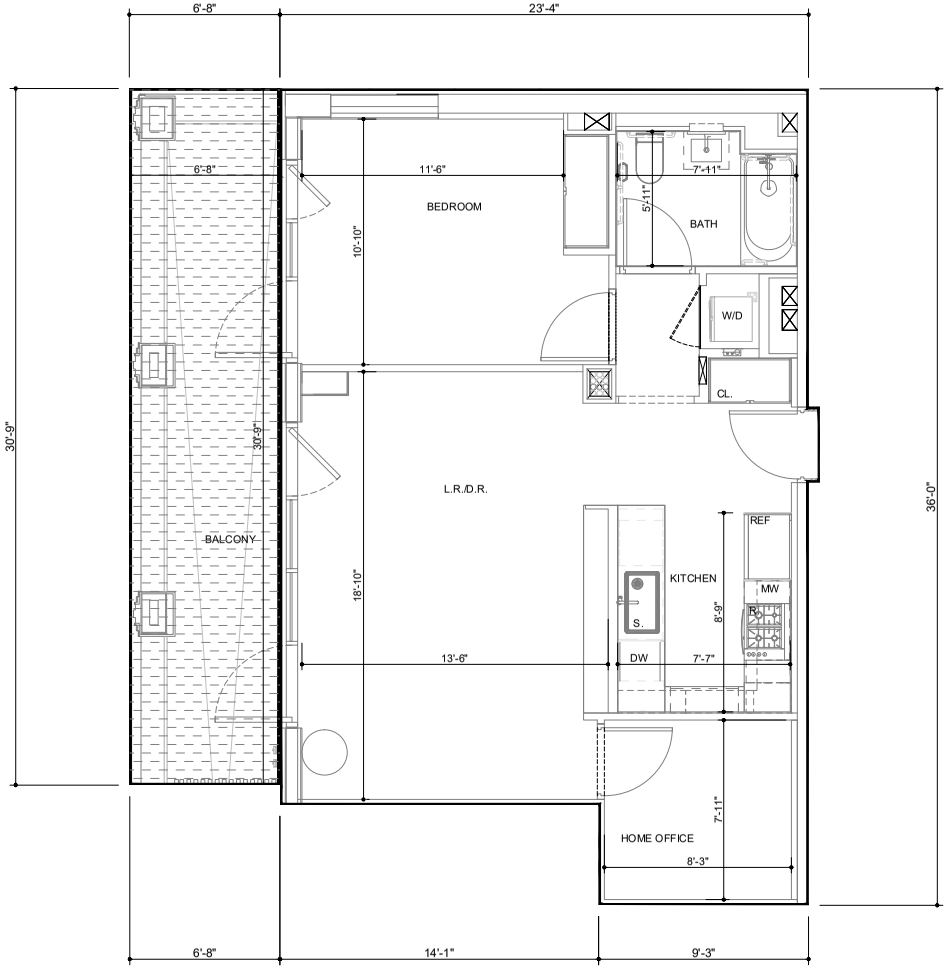
DATE: JANUARY 2026

19TH FLOOR

GROSS AREA = 3871 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





382

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

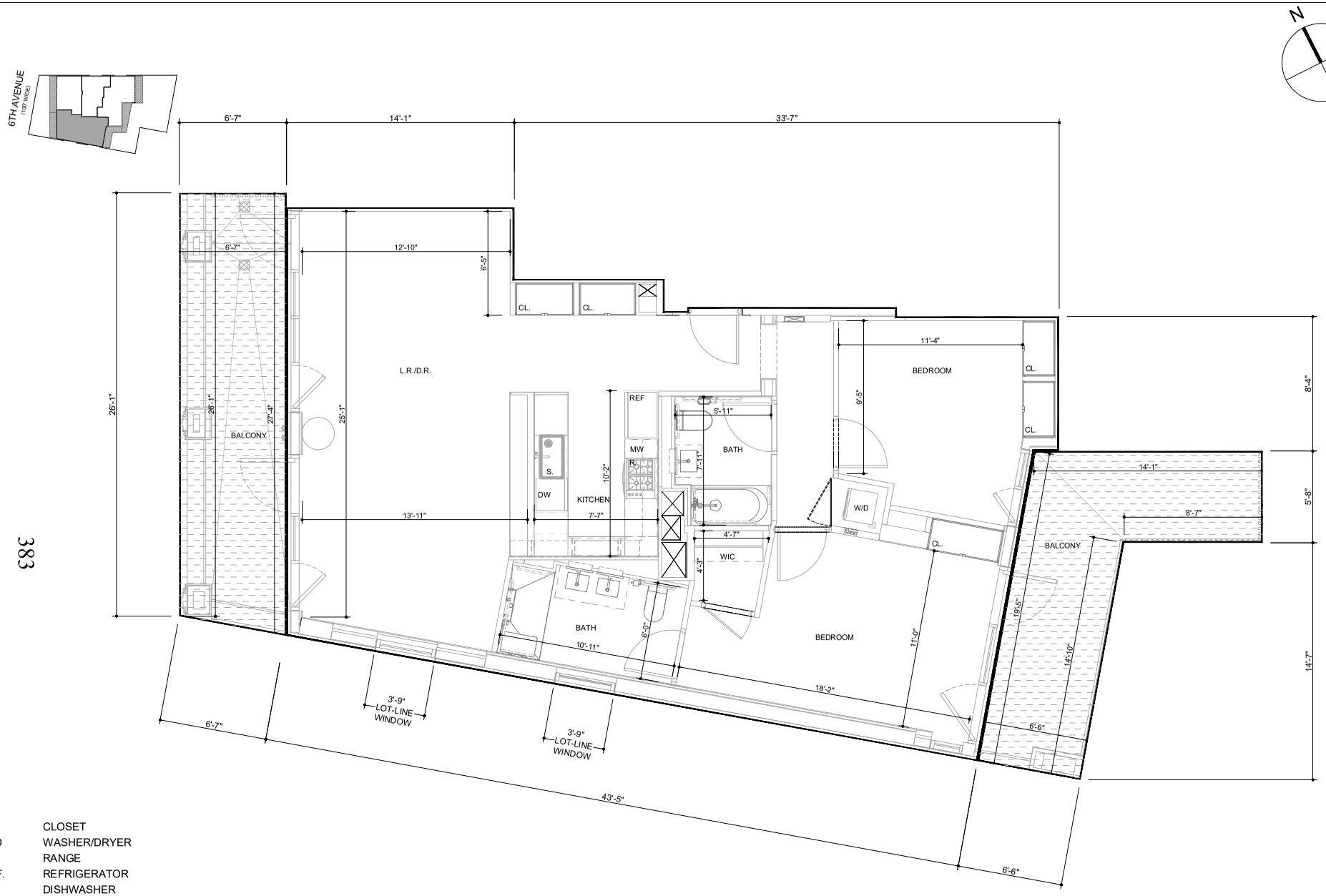
DATE: JANUARY 2026

19TH FLOOR
UNIT 19A

1 BED/ 1 BATH
AREA = 780 S.F.
BALCONY AREA= 204 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

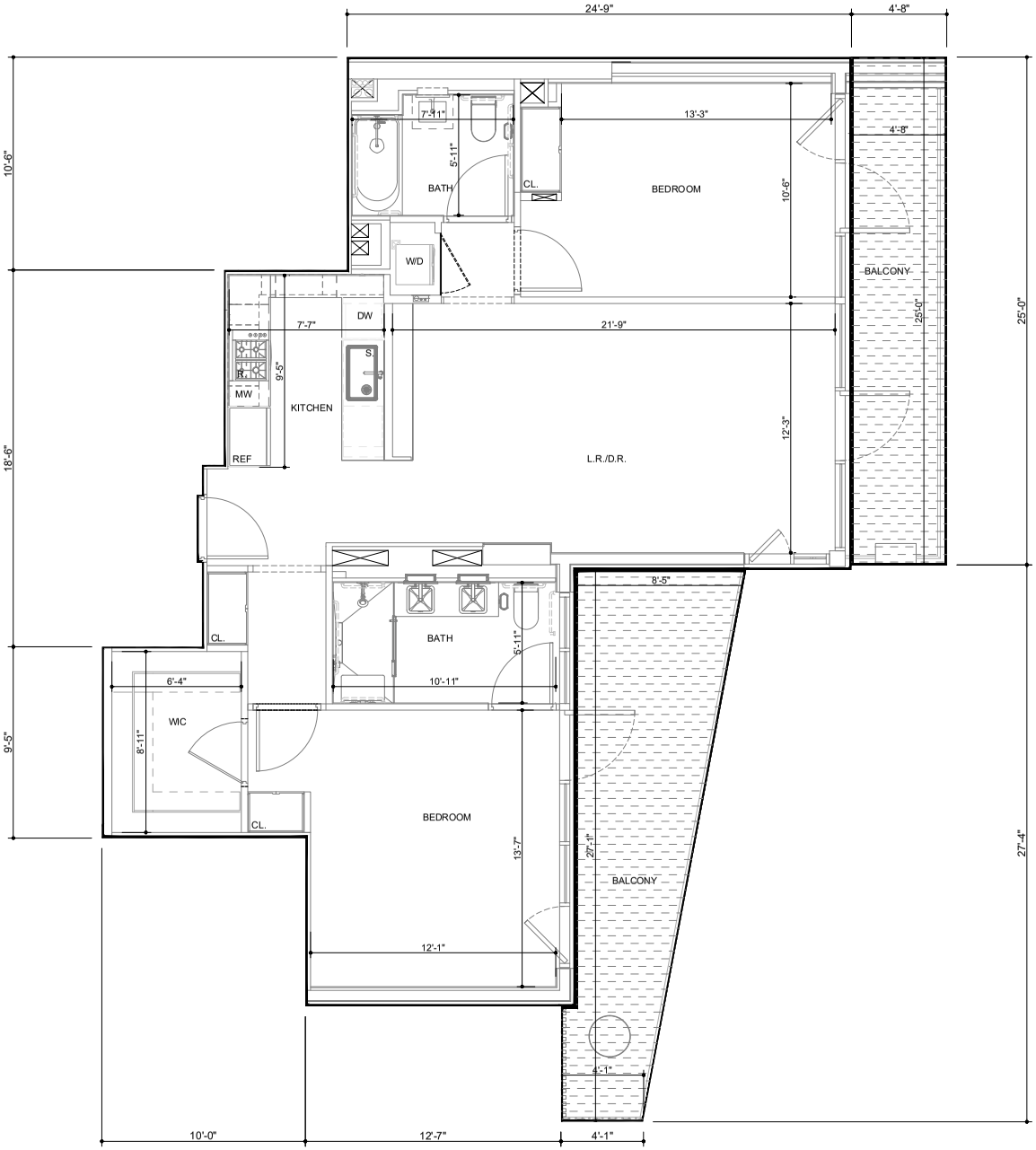
19TH FLOOR
UNIT 19B

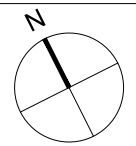
2 BED/ 2 BATH
AREA = 1205 S.F.
BALCONY AREA= 352 S.F.

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.

SCALE: 0' 8' 16' 24'

384





CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

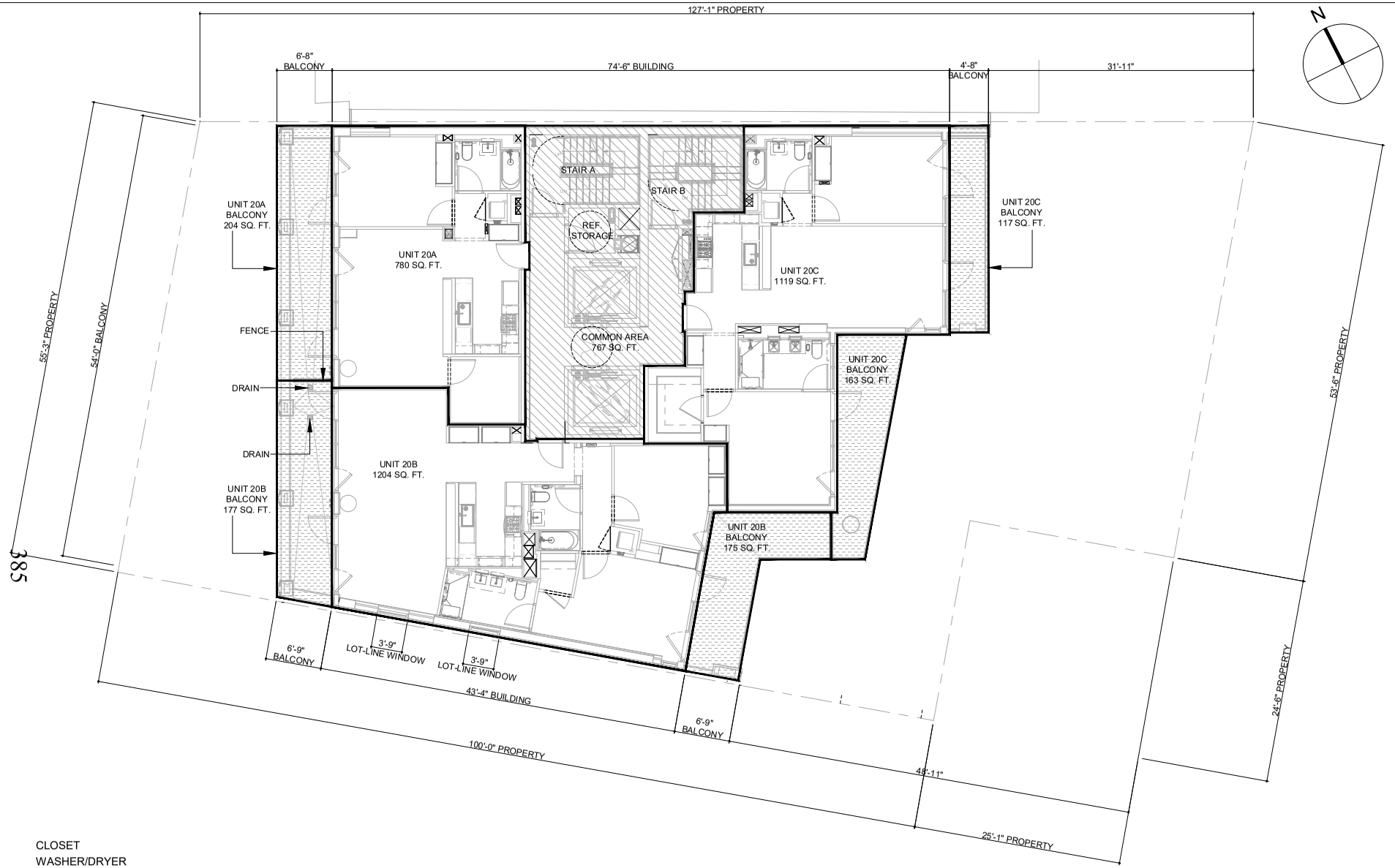
DATE: JANUARY 2026

19TH FLOOR
UNIT 19C

2 BED/ 2 BATH
AREA = 1119 S.F.
BALCONY AREA= 280 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

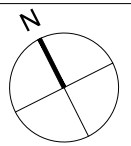
BRENT M. PORTER, ARCHITECT PLLC

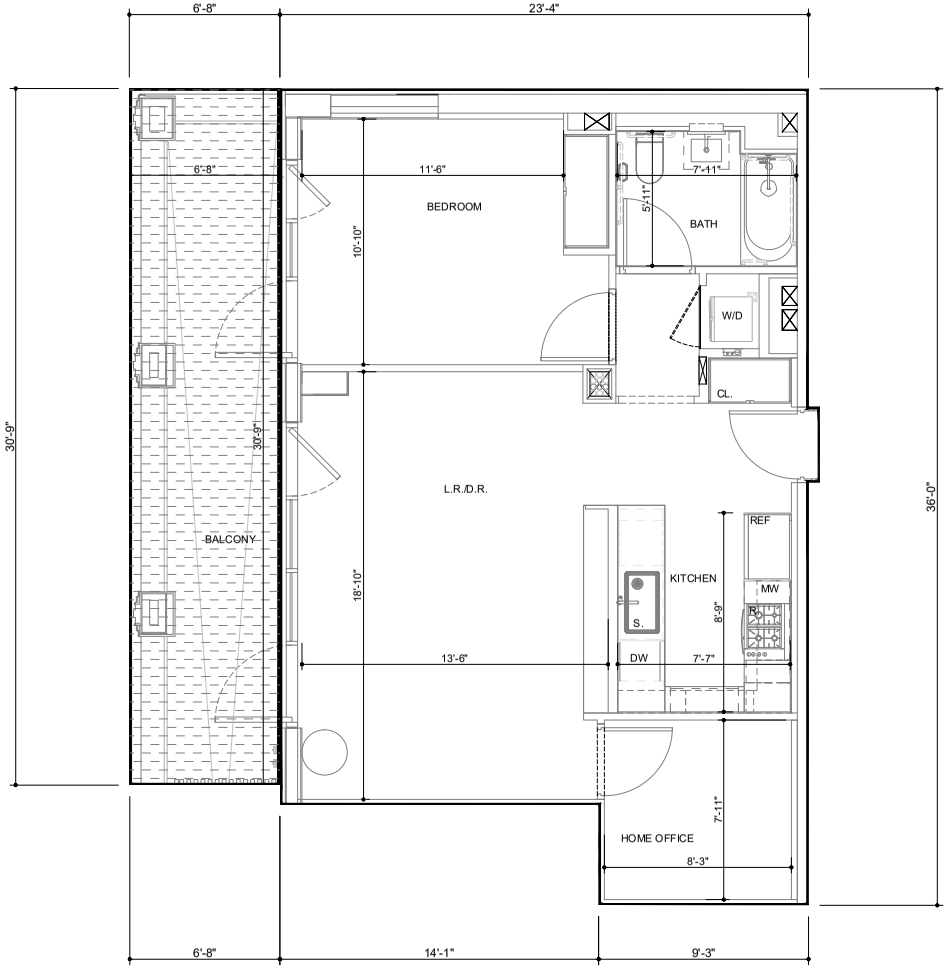
DATE: JANUARY 2026

20TH FLOOR

GROSS AREA = 3871 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





386

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

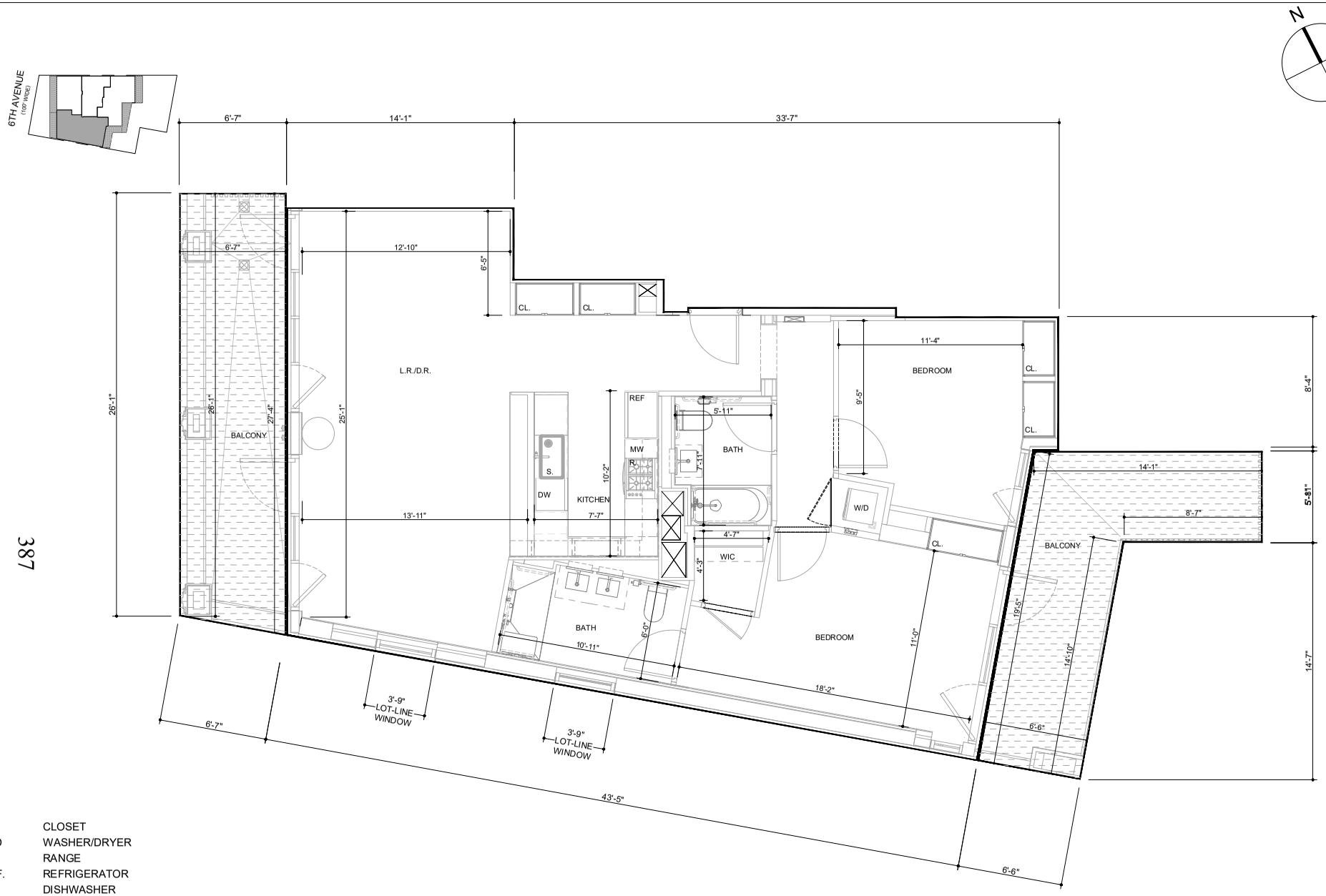
DATE: JANUARY 2026

20TH FLOOR
UNIT 20A

1 BED/ 1 BATH
AREA = 780 S.F.
BALCONY AREA= 204 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

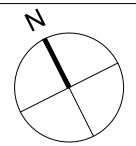
20TH FLOOR
UNIT 20B

2 BED/ 2 BATH
AREA = 1205 S.F.
BALCONY AREA= 352 S.F.

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.

SCALE: 0' 8' 16' 24'

388



CL.	CLOSET
W/D	WASHER/DRYER
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REF.	REFRIGERATOR
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BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

20TH FLOOR
UNIT 20C

2 BED/ 2 BATH
AREA = 1119 S.F.
BALCONY AREA= 280 S.F.

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.

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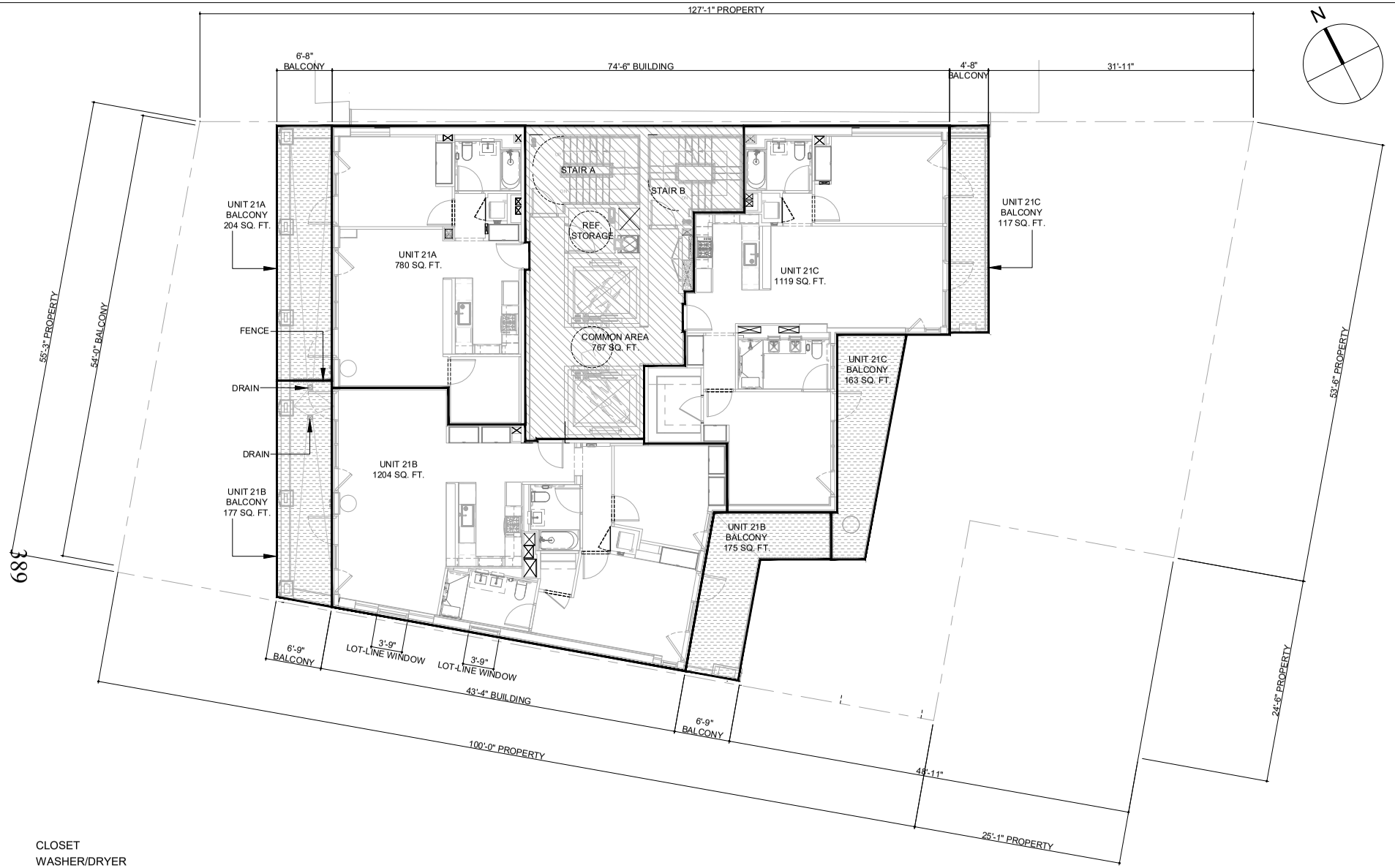


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

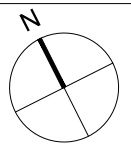
BRENT M. PORTER, ARCHITECT PLLC

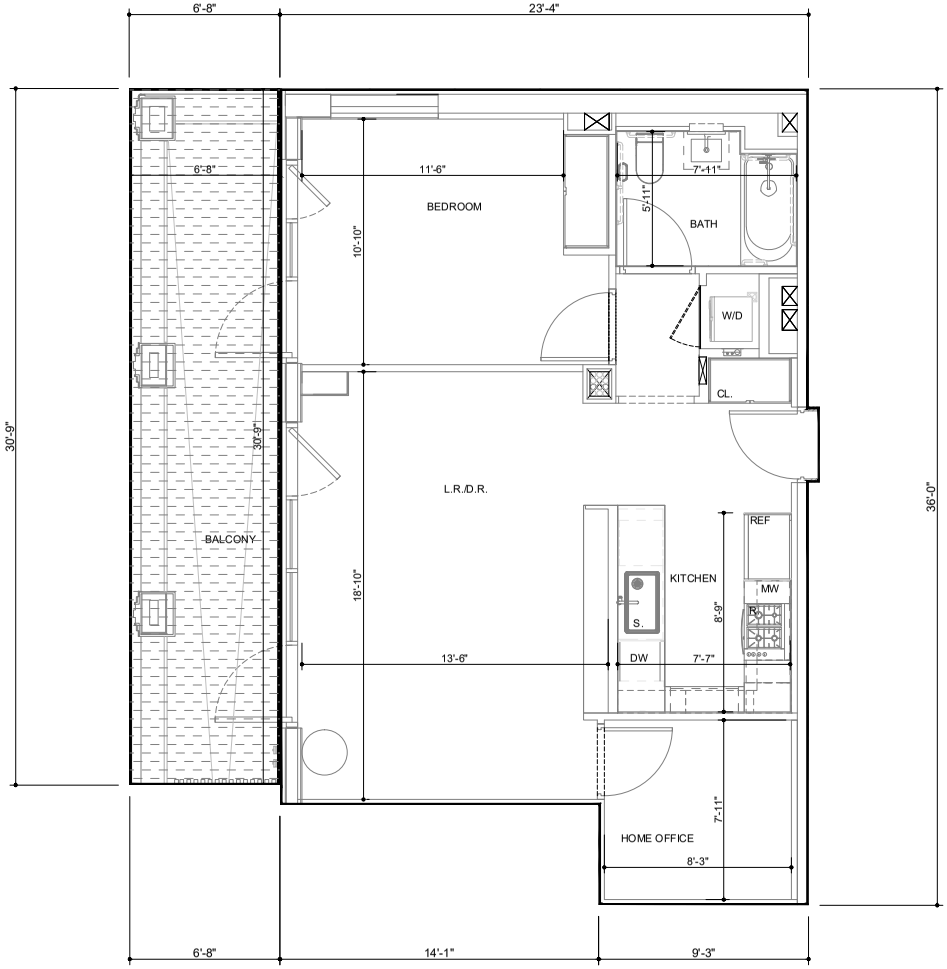
DATE: JANUARY 2026

21ST FLOOR

GROSS AREA = 3871 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





390

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

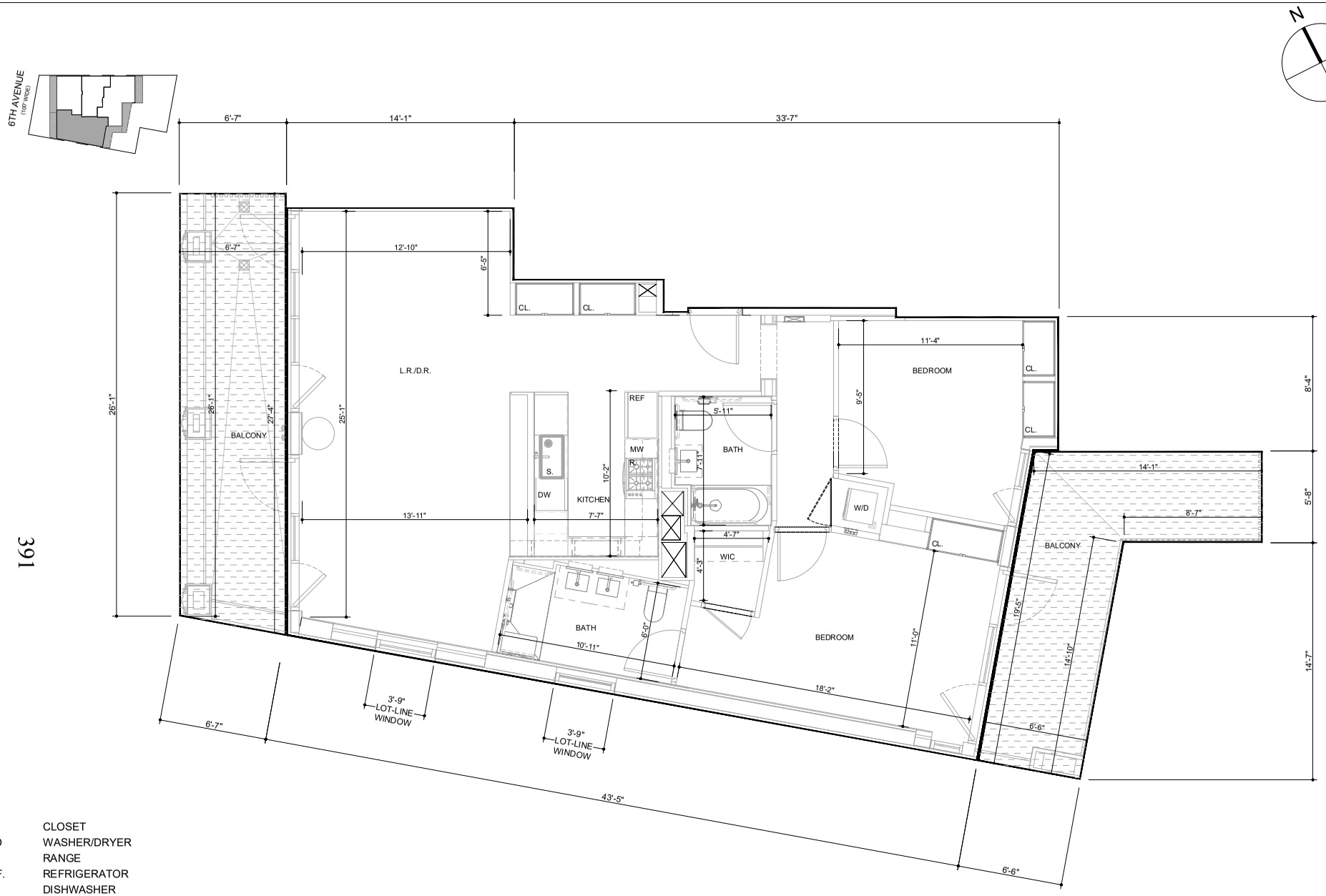
DATE: JANUARY 2026

21ST FLOOR
UNIT 21A

1 BED/ 1 BATH
AREA = 780 S.F.
BALCONY AREA= 204 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

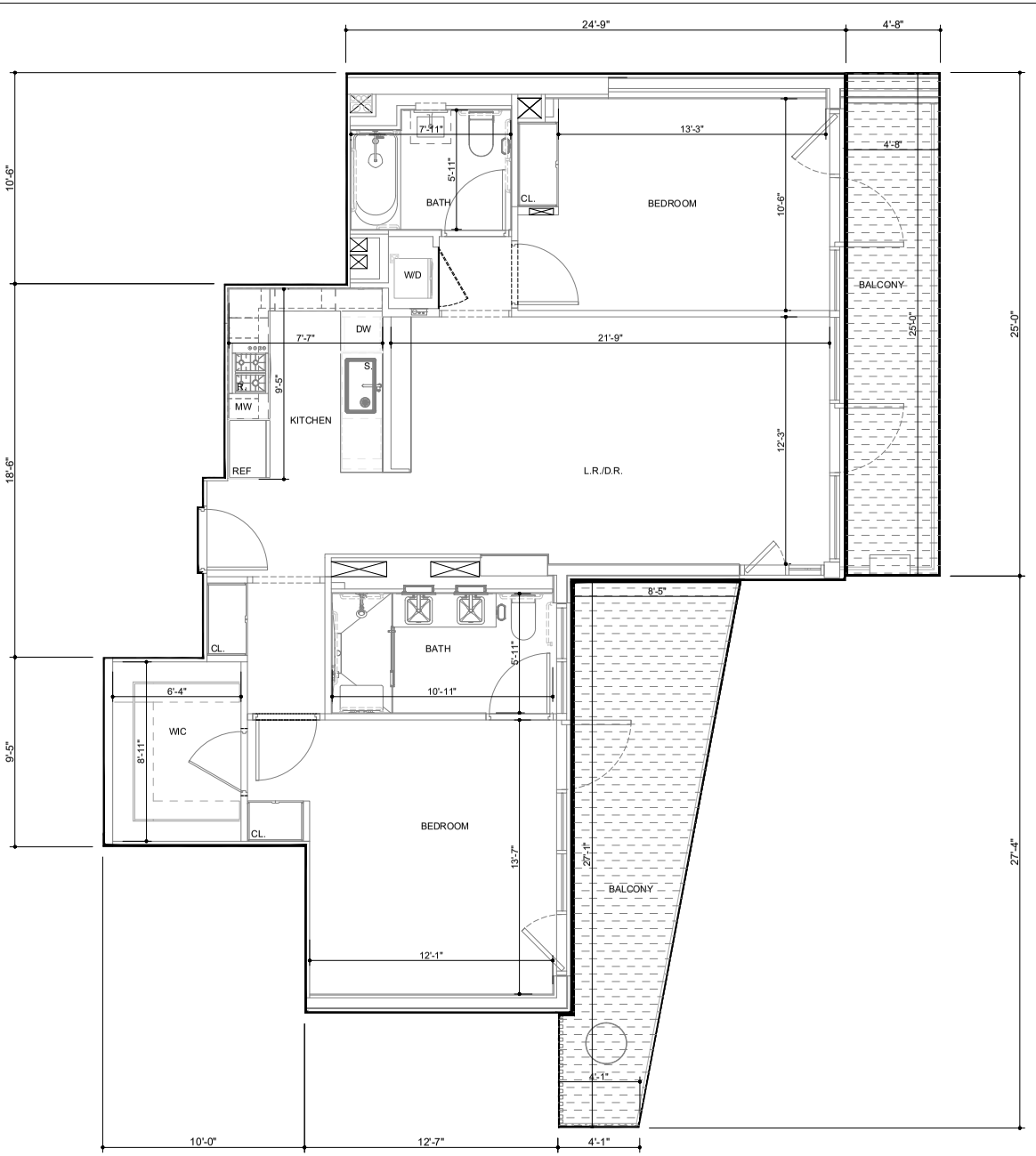
DATE: JANUARY 2026

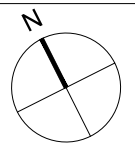
21ST FLOOR
UNIT 21B

2 BED/ 2 BATH
AREA = 1205 S.F.
BALCONY AREA= 352 S.F.

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.

SCALE: 0' 8' 16' 24'





392

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

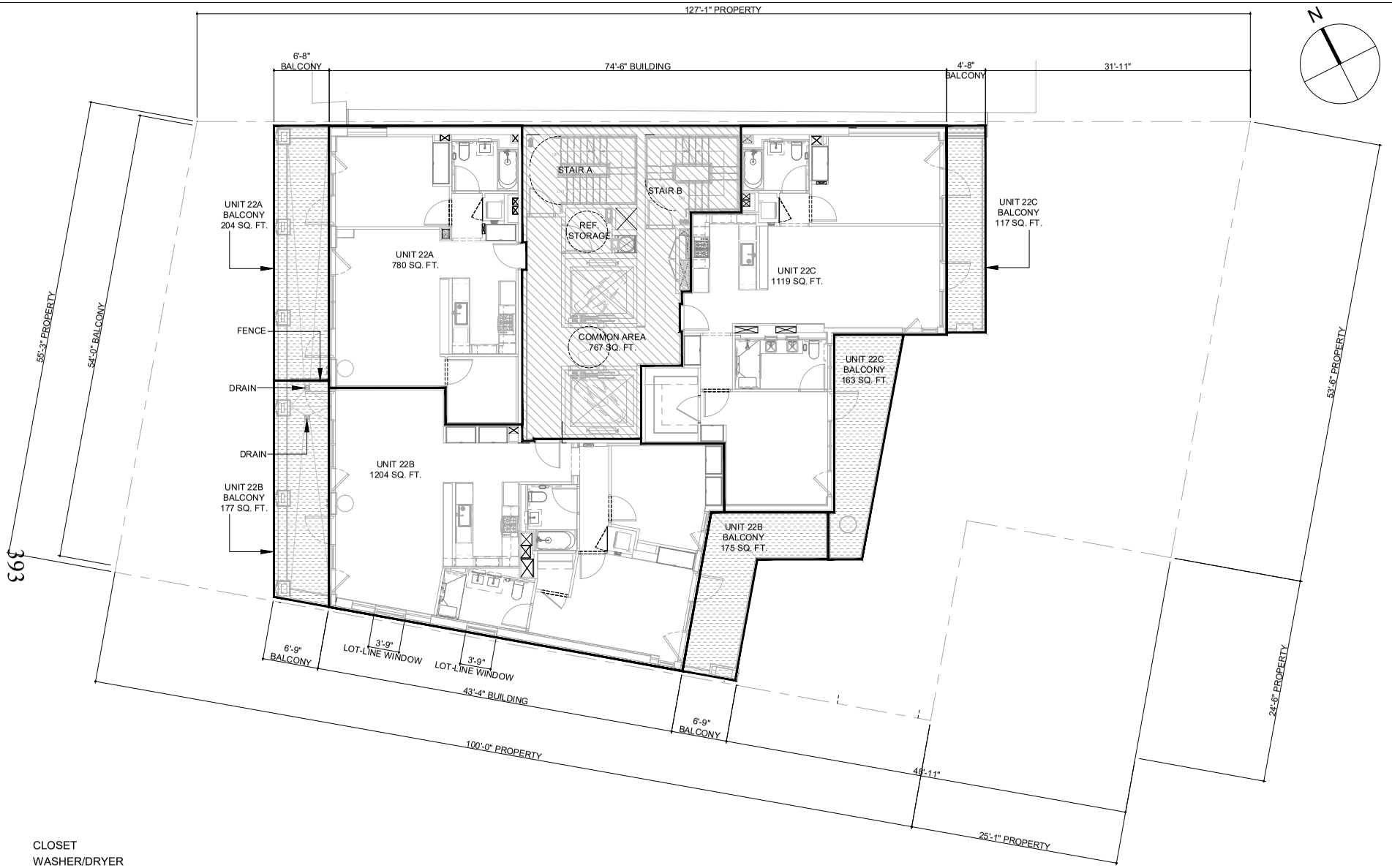
DATE: JANUARY 2026

21ST FLOOR
UNIT 21C

2 BED/ 2 BATH
AREA = 1119 S.F.
BALCONY AREA= 280 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

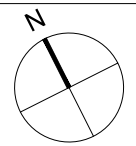
BRENT M. PORTER, ARCHITECT PLLC

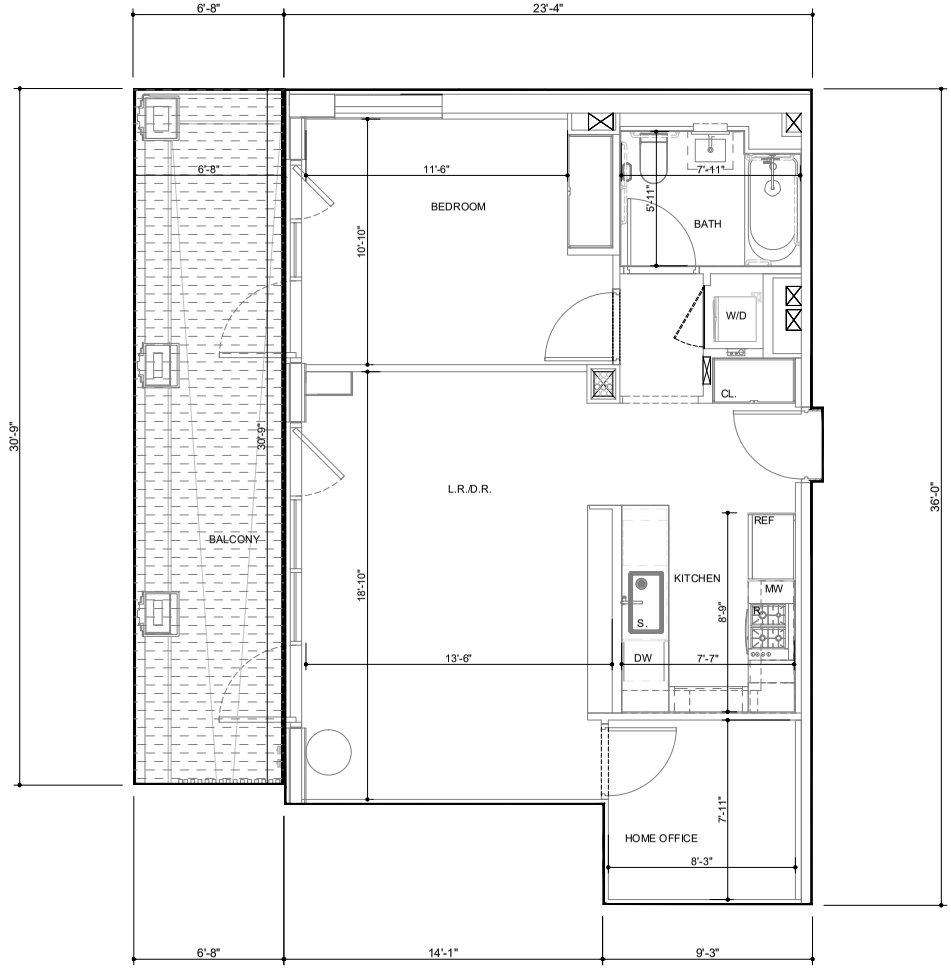
DATE: JANUARY 2026

22ND FLOOR

GROSS AREA = 3871 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





394

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

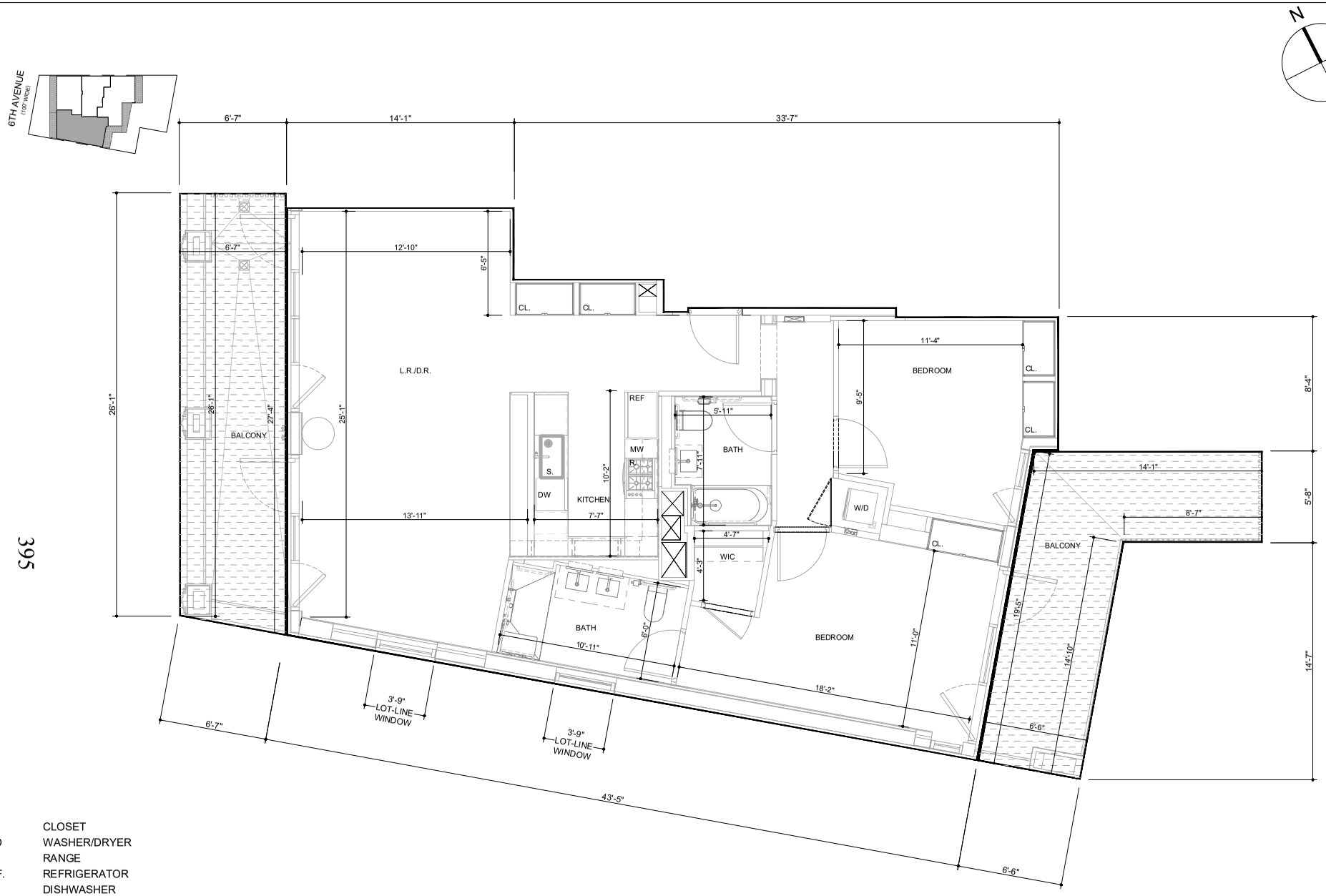
DATE: JANUARY 2026

22ND FLOOR
UNIT 22A

1 BED/ 1 BATH
AREA = 780 S.F.
BALCONY AREA= 204 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

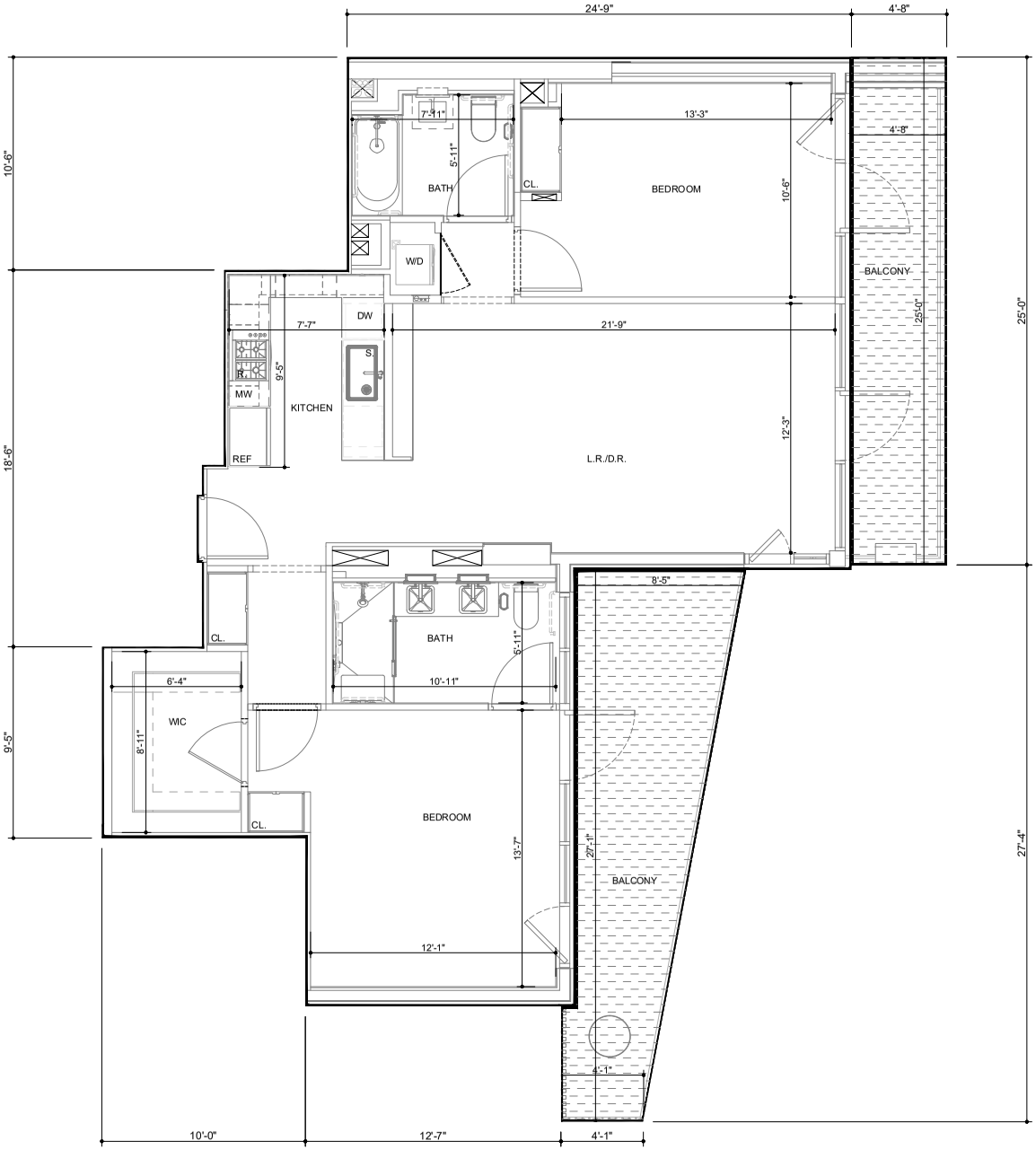
22ND FLOOR
UNIT 22B

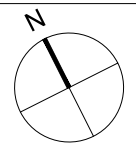
2 BED/ 2 BATH
AREA = 1205 S.F.
BALCONY AREA= 352 S.F.

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.

SCALE: 0' 8' 16' 24'

396





CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

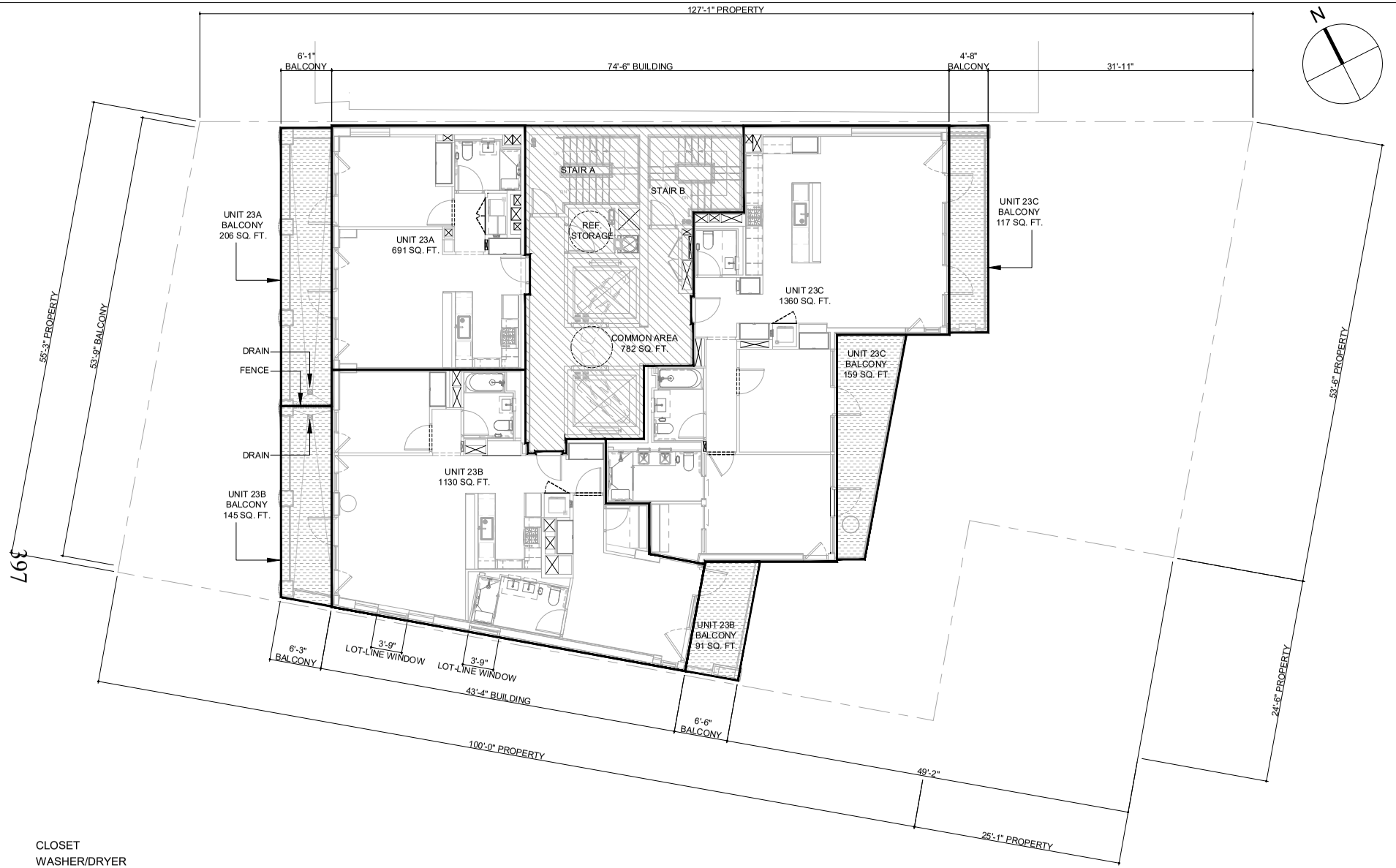
DATE: JANUARY 2026

22ND FLOOR
UNIT 22C

2 BED/ 2 BATH
AREA = 1119 S.F.
BALCONY AREA= 280 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

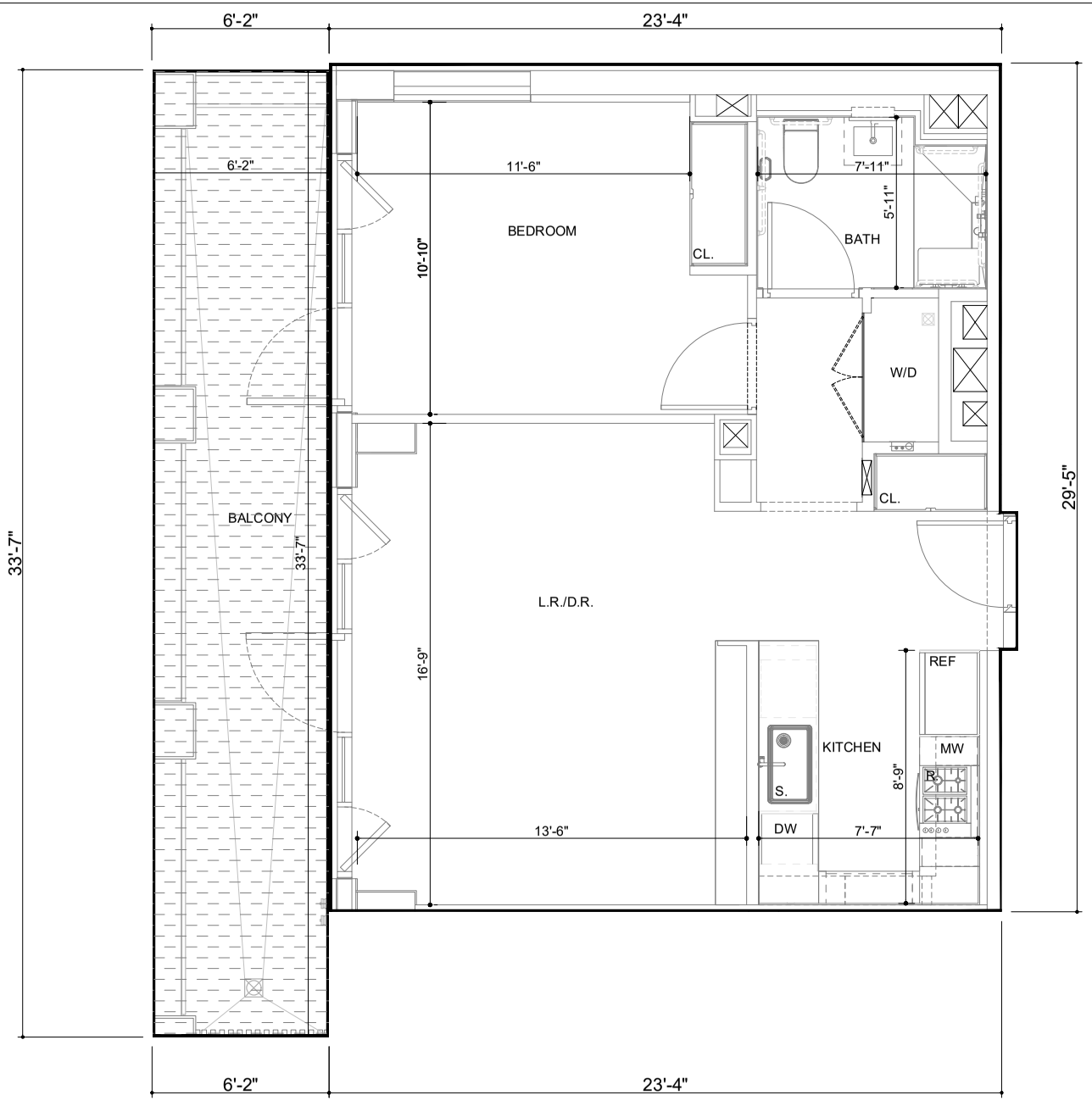
DATE: JANUARY 2026

23RD FLOOR

GROSS AREA = 3963 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.

398



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

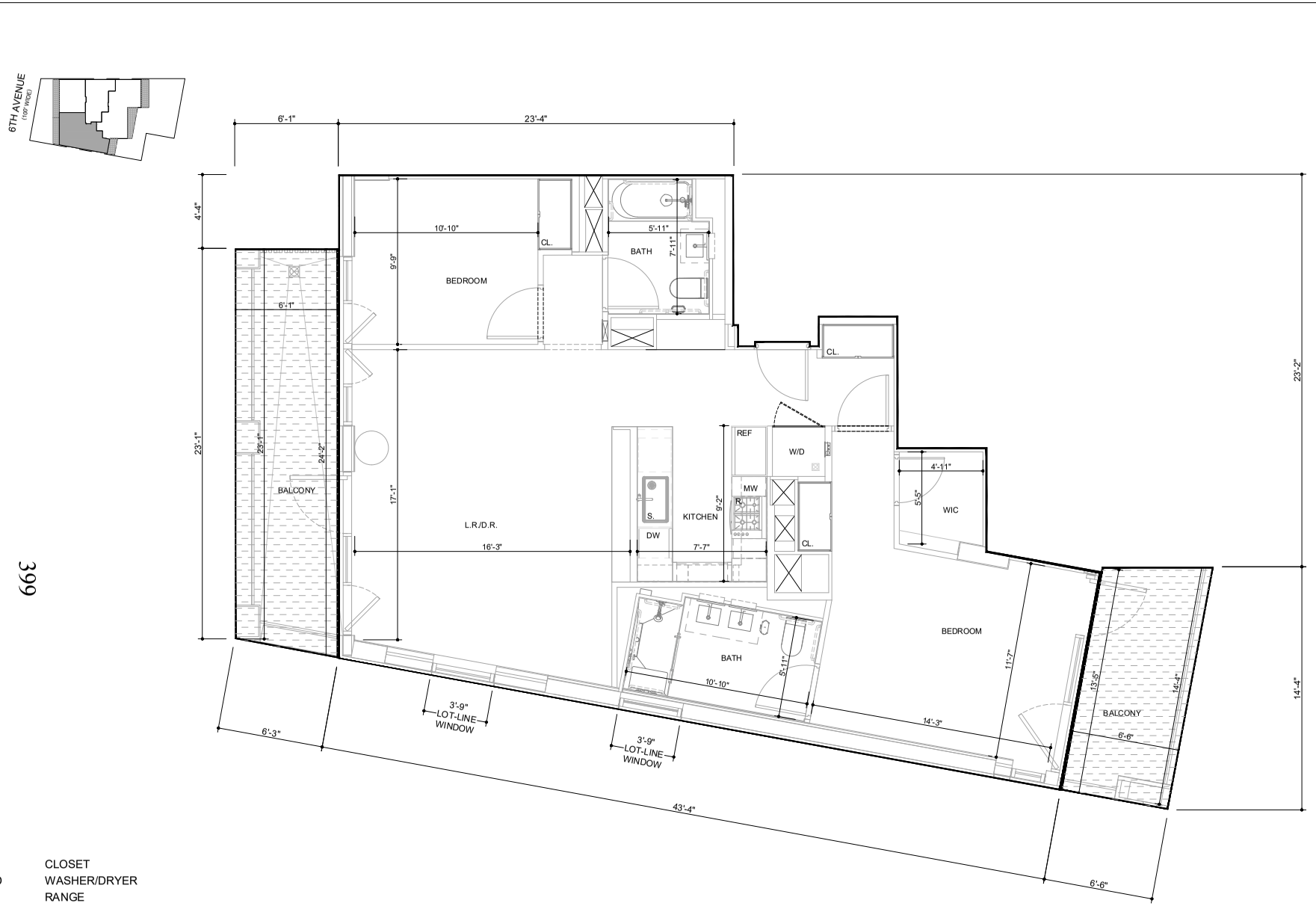
DATE: JANUARY 2026

23RD FLOOR
UNIT 23A

1 BED/ 1 BATH
AREA = 691 S.F.
BALCONY AREA= 206 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

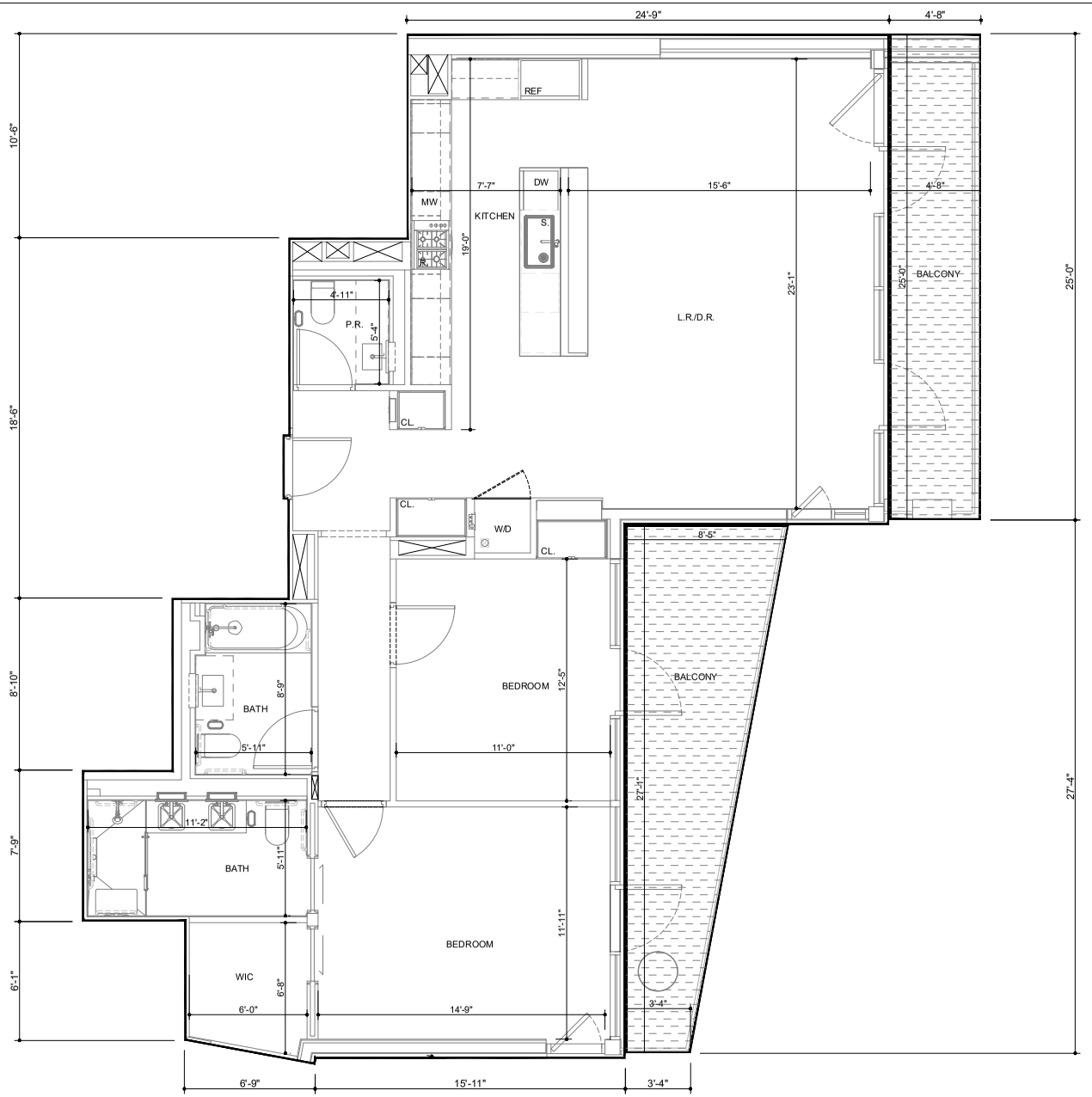
23RD FLOOR
UNIT 23B

2 BED/ 2 BATH
AREA = 1130 S.F.
BALCONY AREA= 236 S.F.

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.

SCALE: 0' 8' 16' 24'

400



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

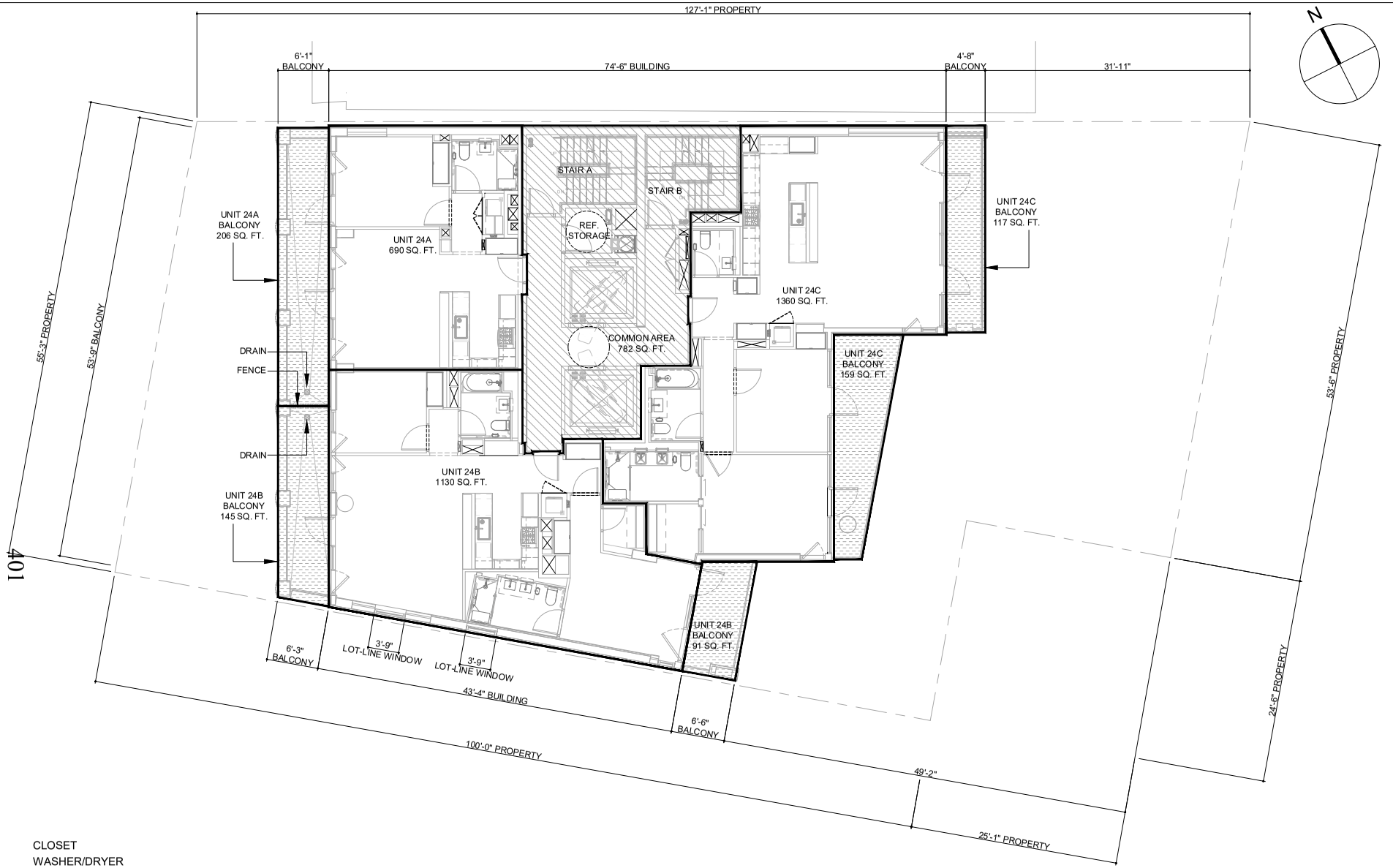
DATE: JANUARY 2026

23RD FLOOR
UNIT 23C

2 BED/ 2 BATH
AREA = 1360 S.F.
BALCONY AREA= 276 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

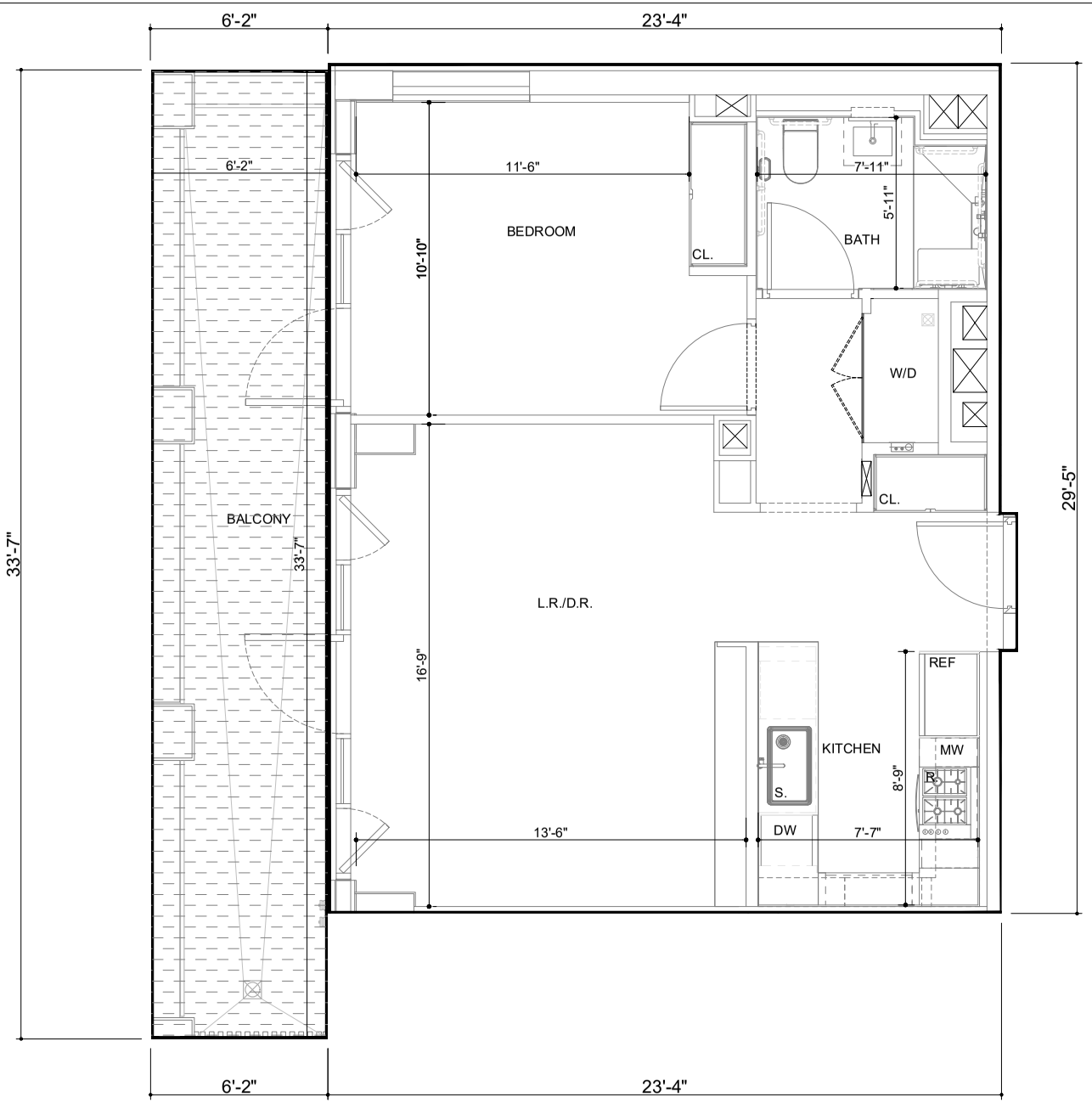
BRENT M. PORTER, ARCHITECT PLLC

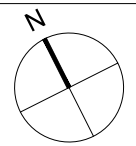
DATE: JANUARY 2026

24TH FLOOR

GROSS AREA = 3963 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.





402

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

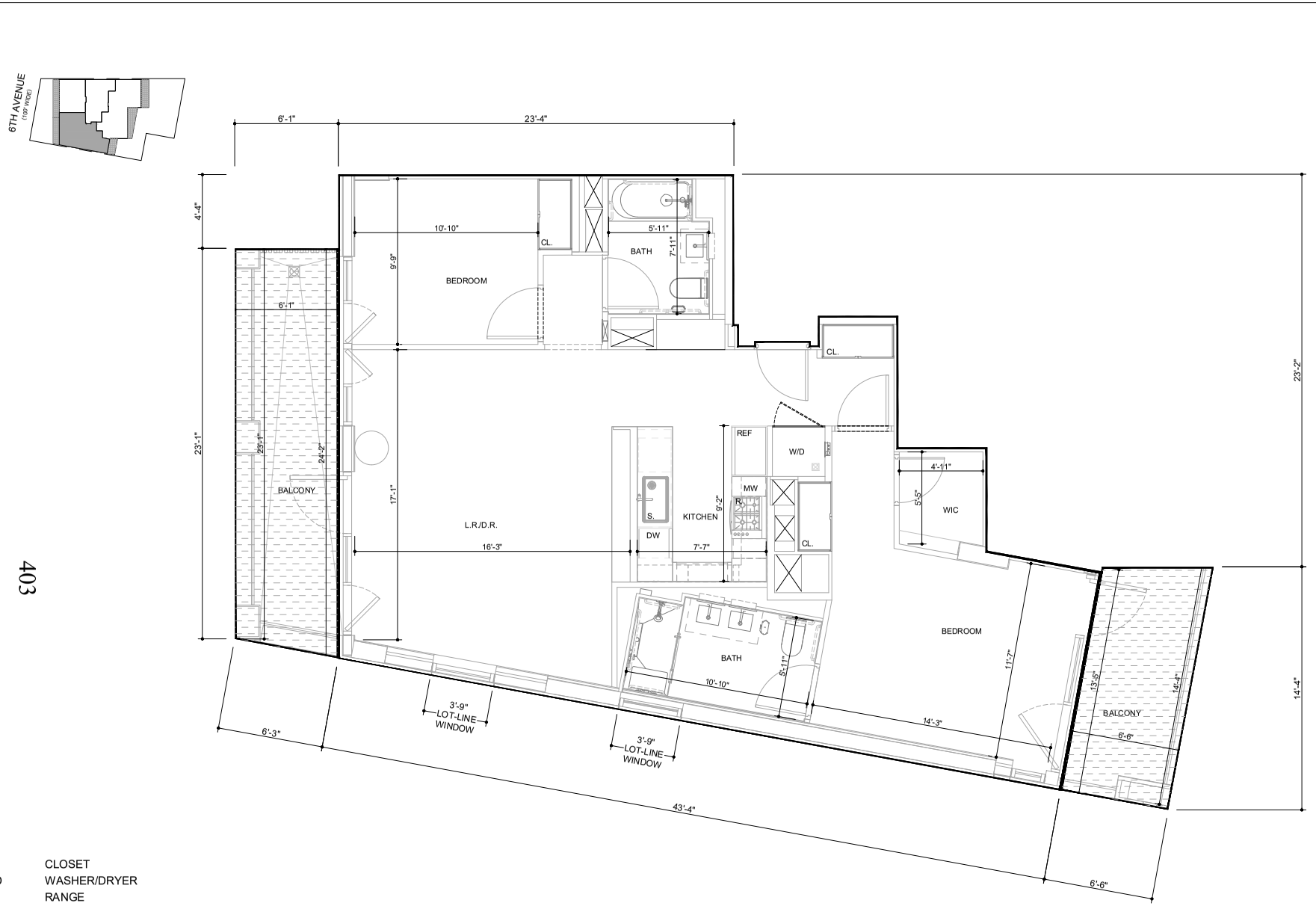
DATE: JANUARY 2026

24TH FLOOR
UNIT 24A

1 BED/ 1 BATH
AREA = 691 S.F.
BALCONY AREA= 206 S.F.

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.

SCALE: 0' 8' 16' 24'



403

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

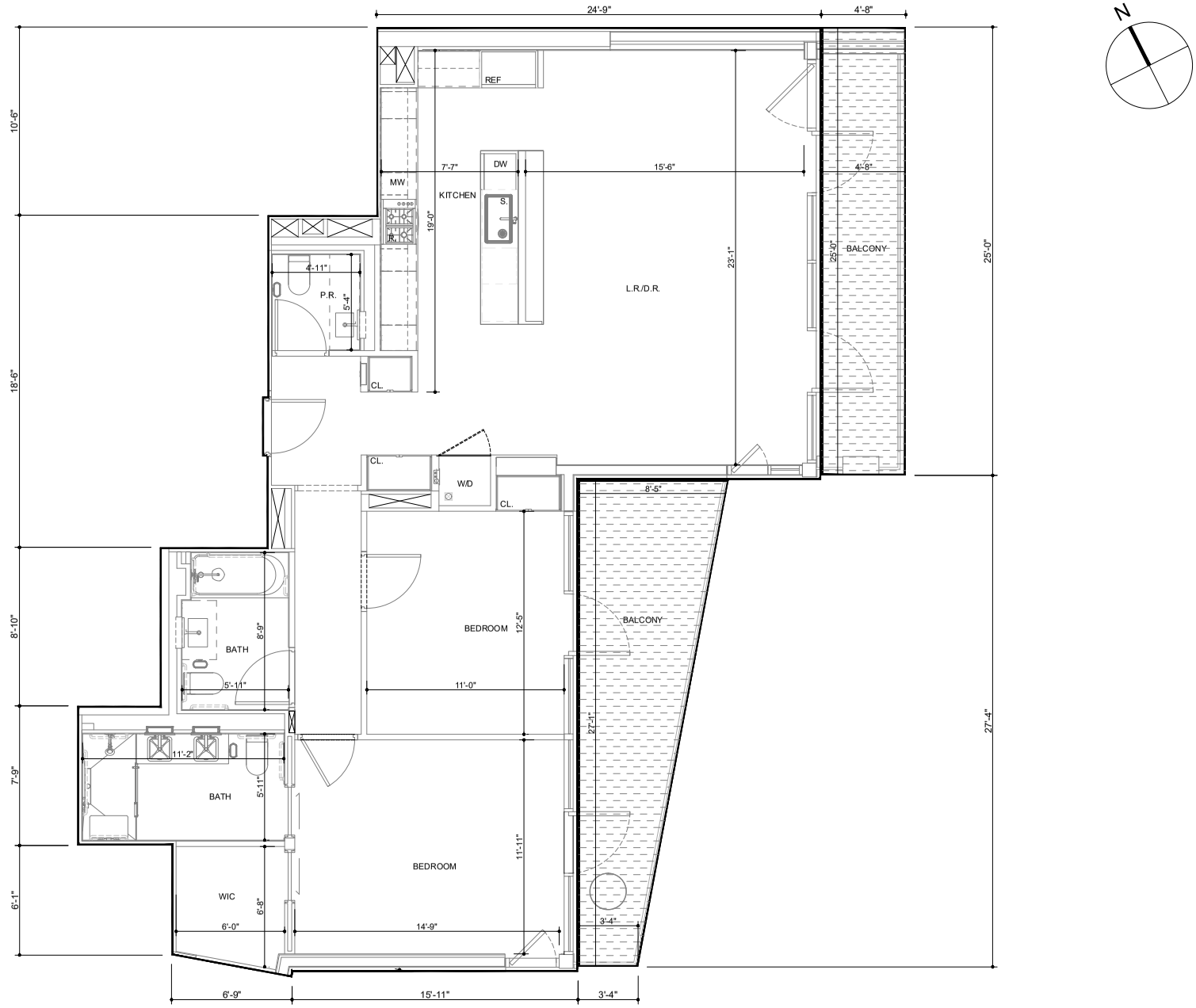
DATE: JANUARY 2026

24TH FLOOR
UNIT 24B

2 BED/ 2 BATH
AREA = 1130 S.F.
BALCONY AREA= 236 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

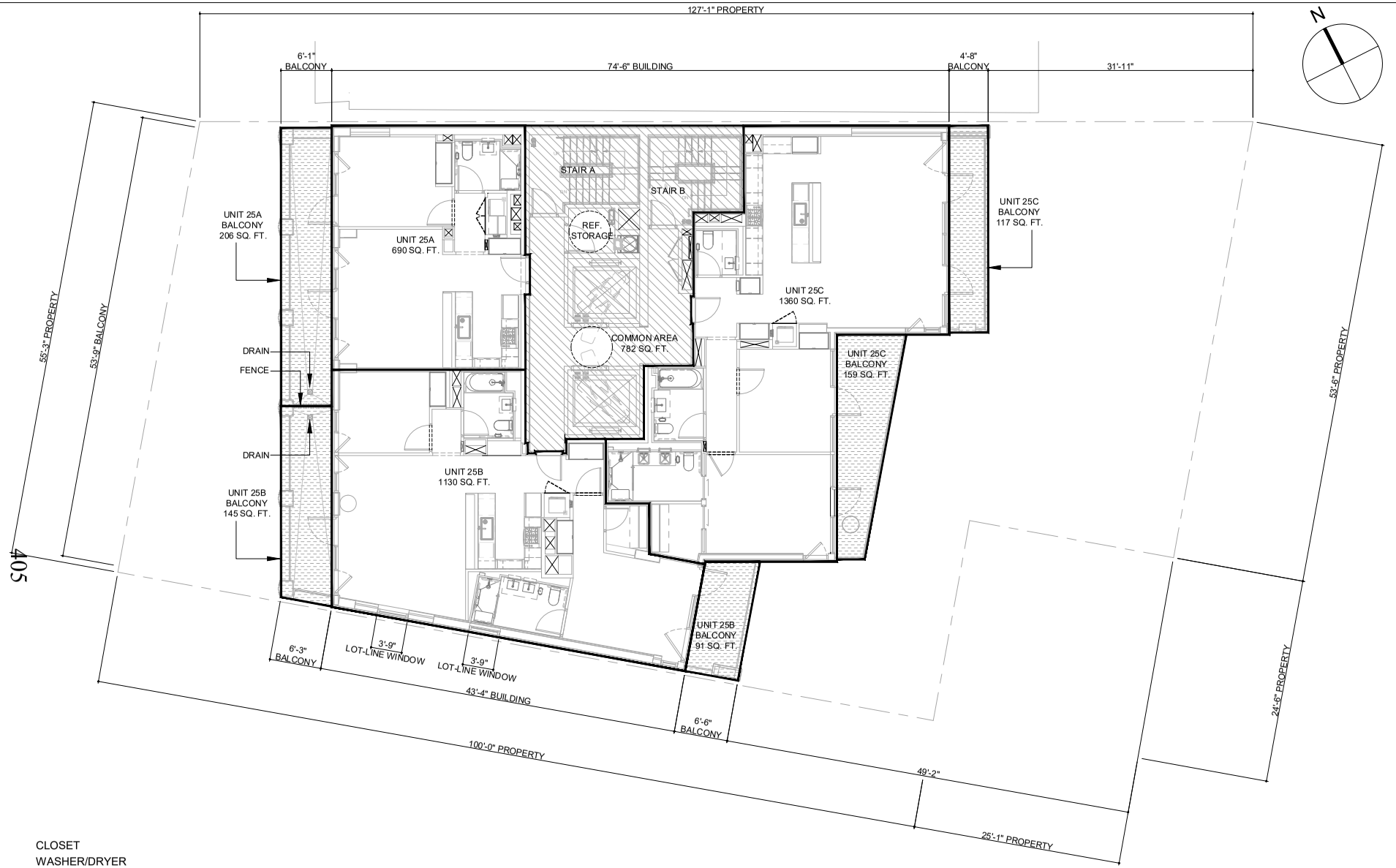
24TH FLOOR

UNIT 24C

2 BED/ 2 BATH
AREA = 1360 S.F.
BALCONY AREA= 276 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

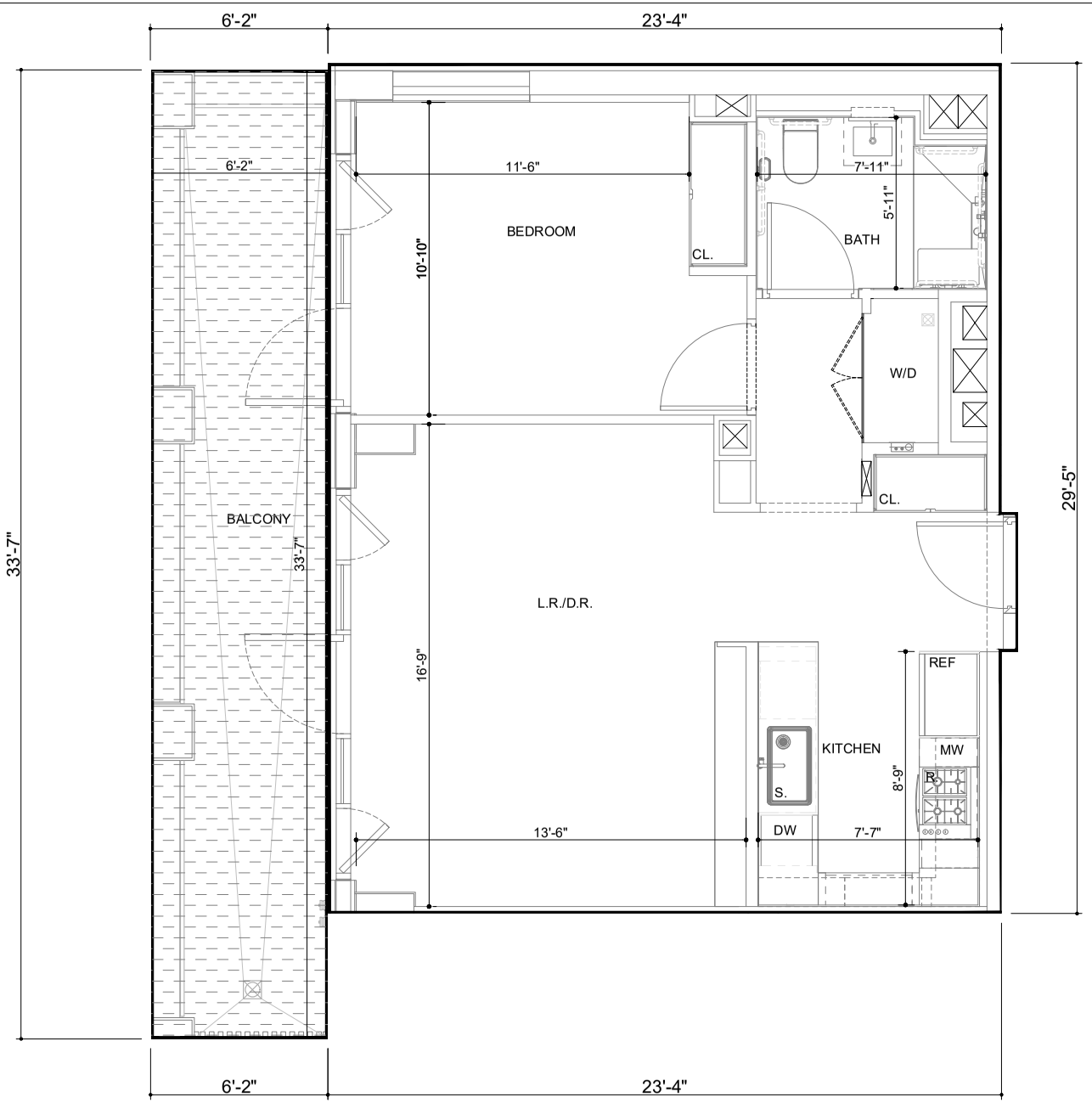
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

25TH FLOOR

GROSS AREA = 3963 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



406

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

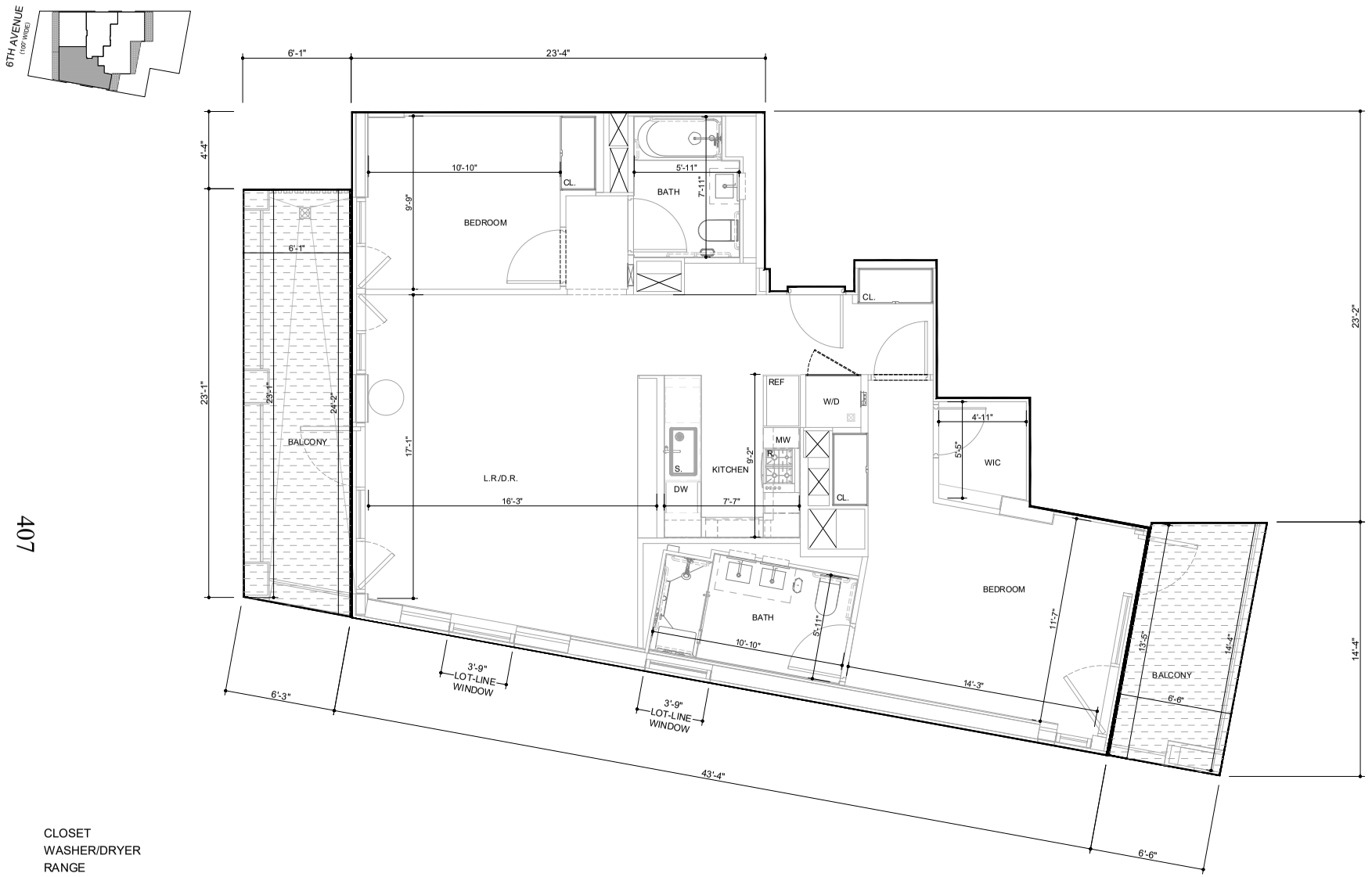
DATE: JANUARY 2026

25TH FLOOR
UNIT 25A

1 BED/ 1 BATH
AREA = 691 S.F.
BALCONY AREA= 206 S.F.

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.

SCALE: 0' 8' 16' 24'



407

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

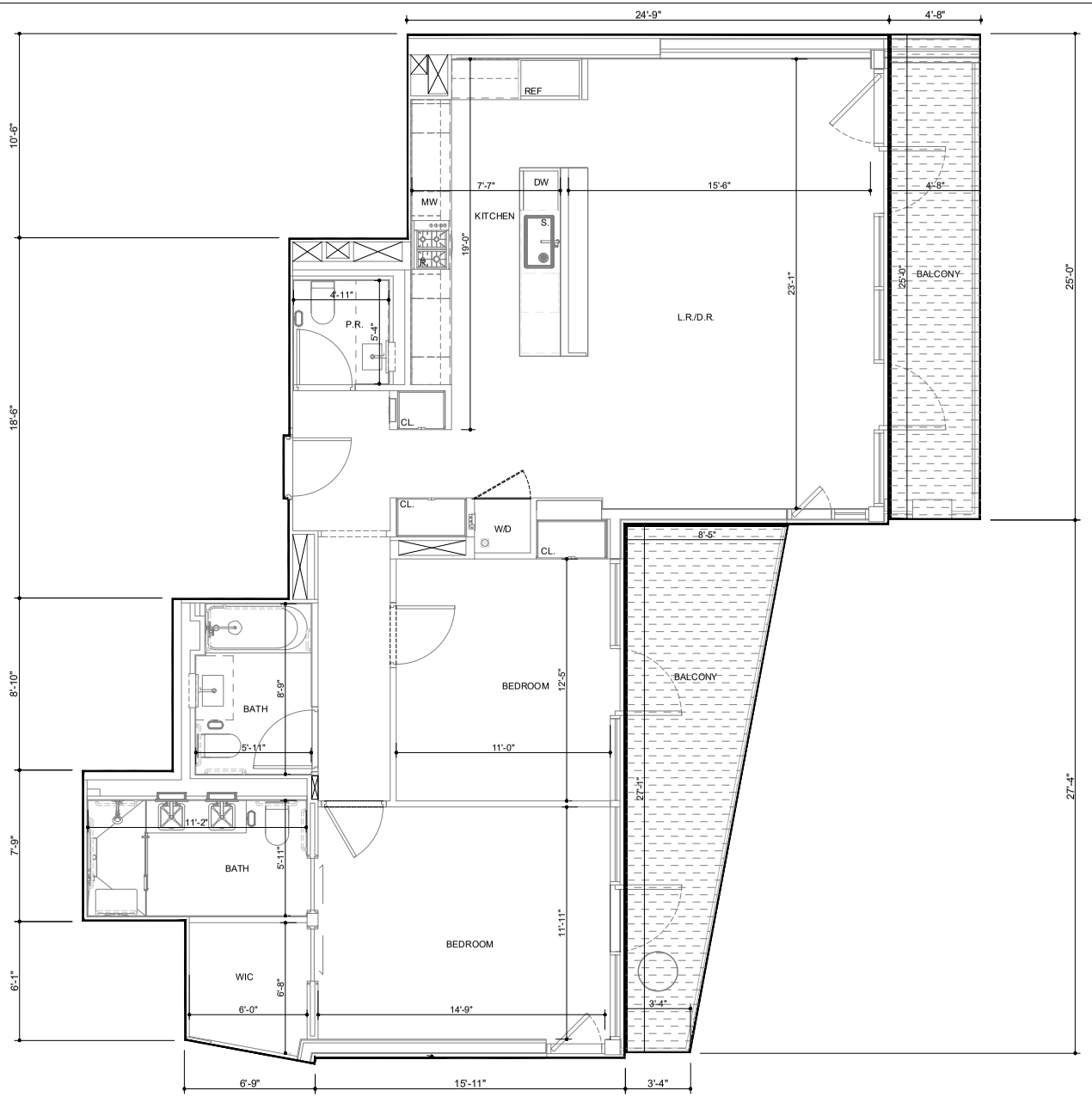
25TH FLOOR
UNIT 25B

2 BED/ 2 BATH
AREA = 1130 S.F.
BALCONY AREA= 236 S.F.

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.

SCALE: 0' 8' 16' 24'

408



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

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842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

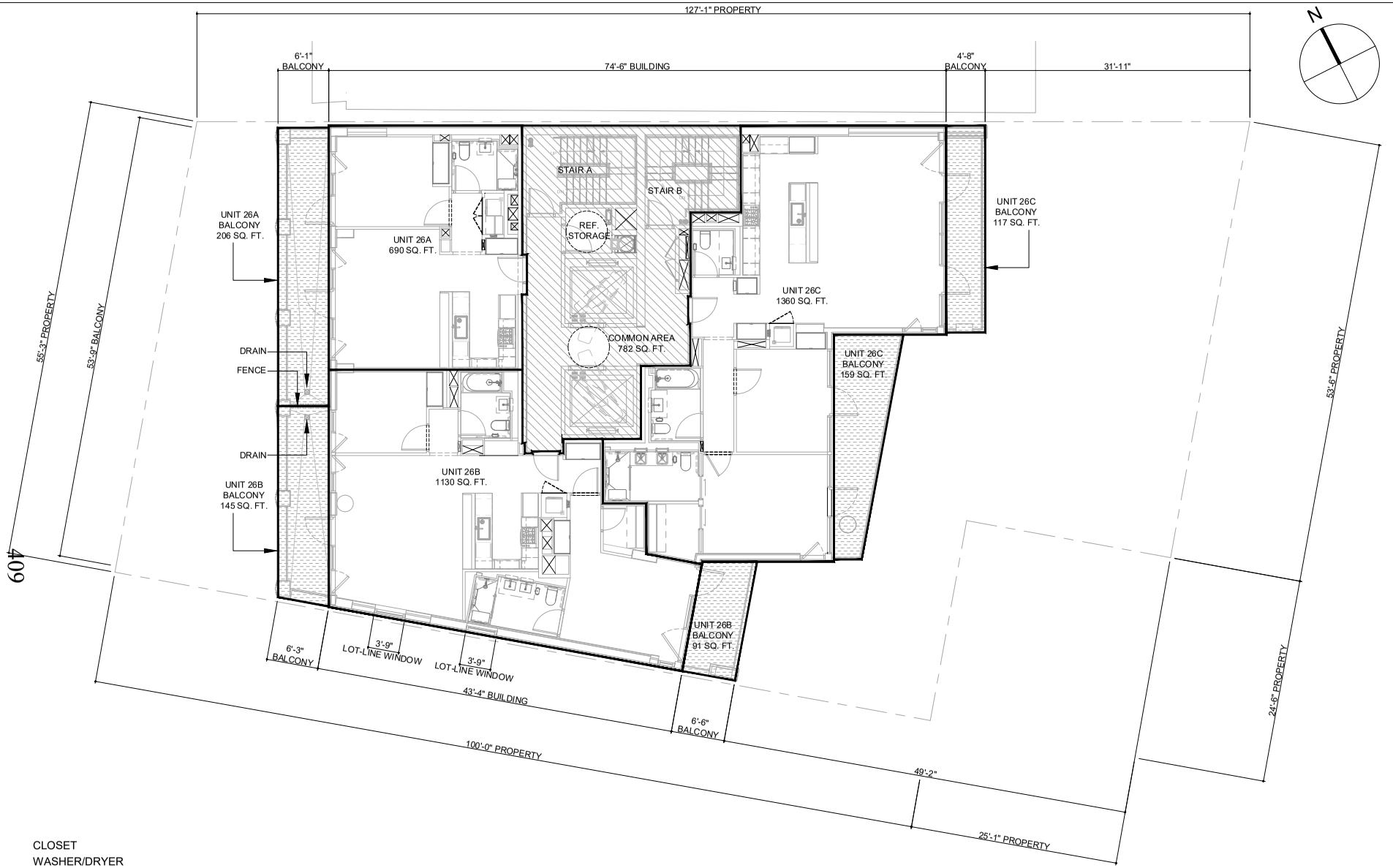
DATE: JANUARY 2026

25TH FLOOR
UNIT 25C

2 BED/ 2 BATH
AREA = 1360 S.F.
BALCONY AREA= 276 S.F.

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.

SCALE: 0' 8' 16' 24'



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

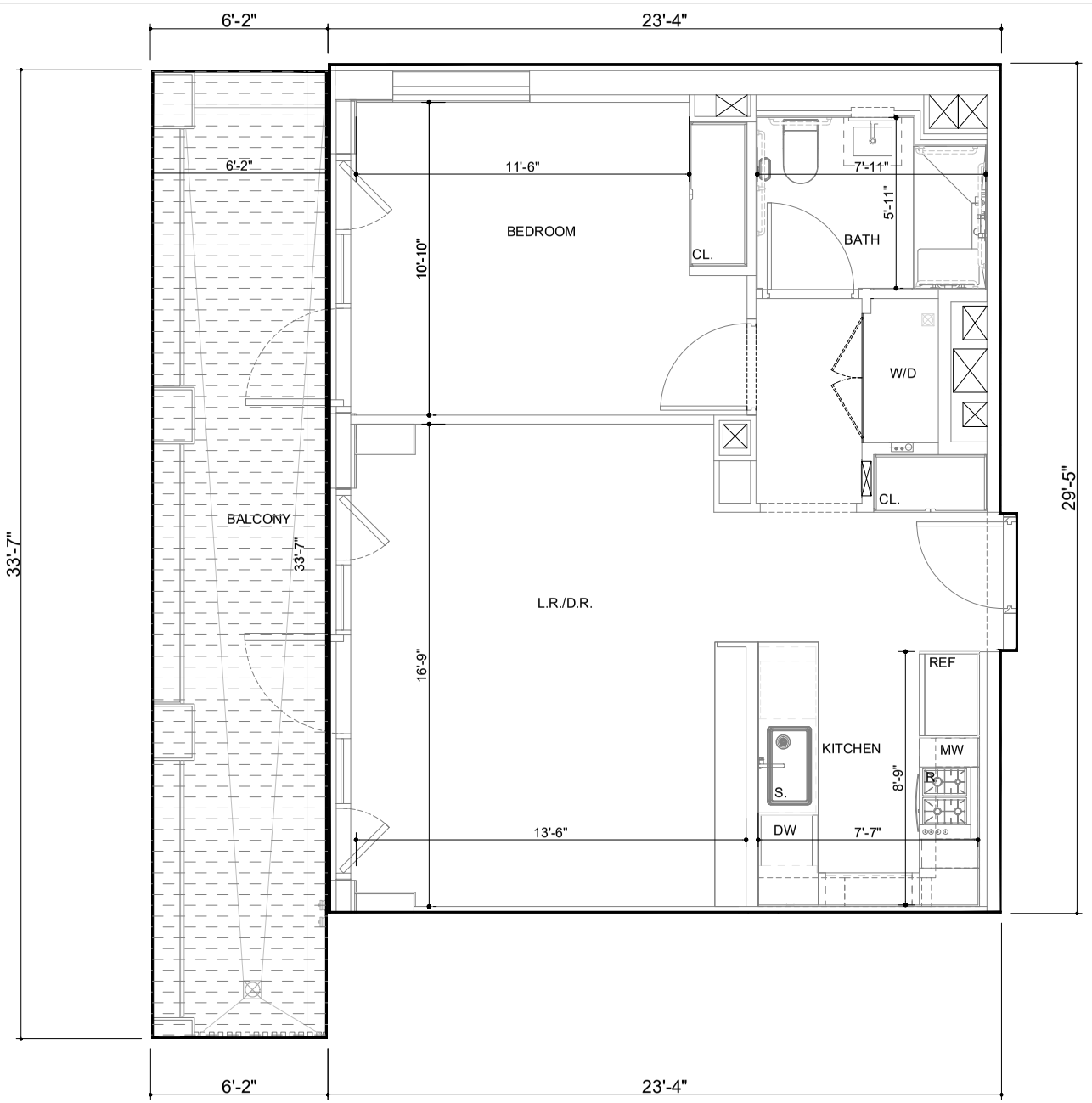
DATE: JANUARY 2026

26TH FLOOR

GROSS AREA = 3963 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.

410



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

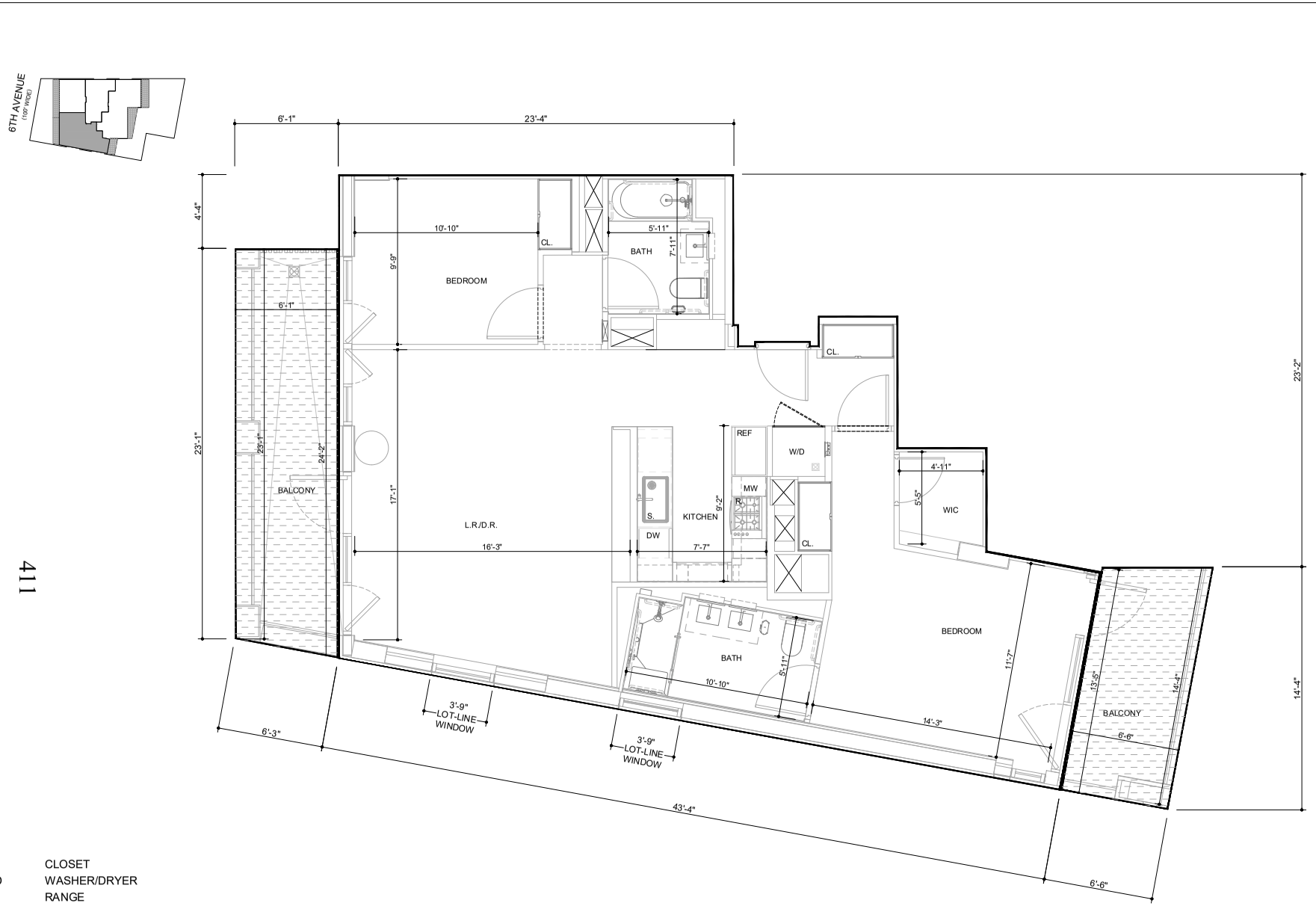
DATE: JANUARY 2026

26TH FLOOR
UNIT 26A

1 BED/ 1 BATH
AREA = 691 S.F.
BALCONY AREA= 206 S.F.

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.

SCALE: 0' 8' 16' 24'



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CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

26TH FLOOR
UNIT 26B

2 BED/ 2 BATH
AREA = 1130 S.F.
BALCONY AREA= 236 S.F.

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.

SCALE: 0' 8' 16' 24'

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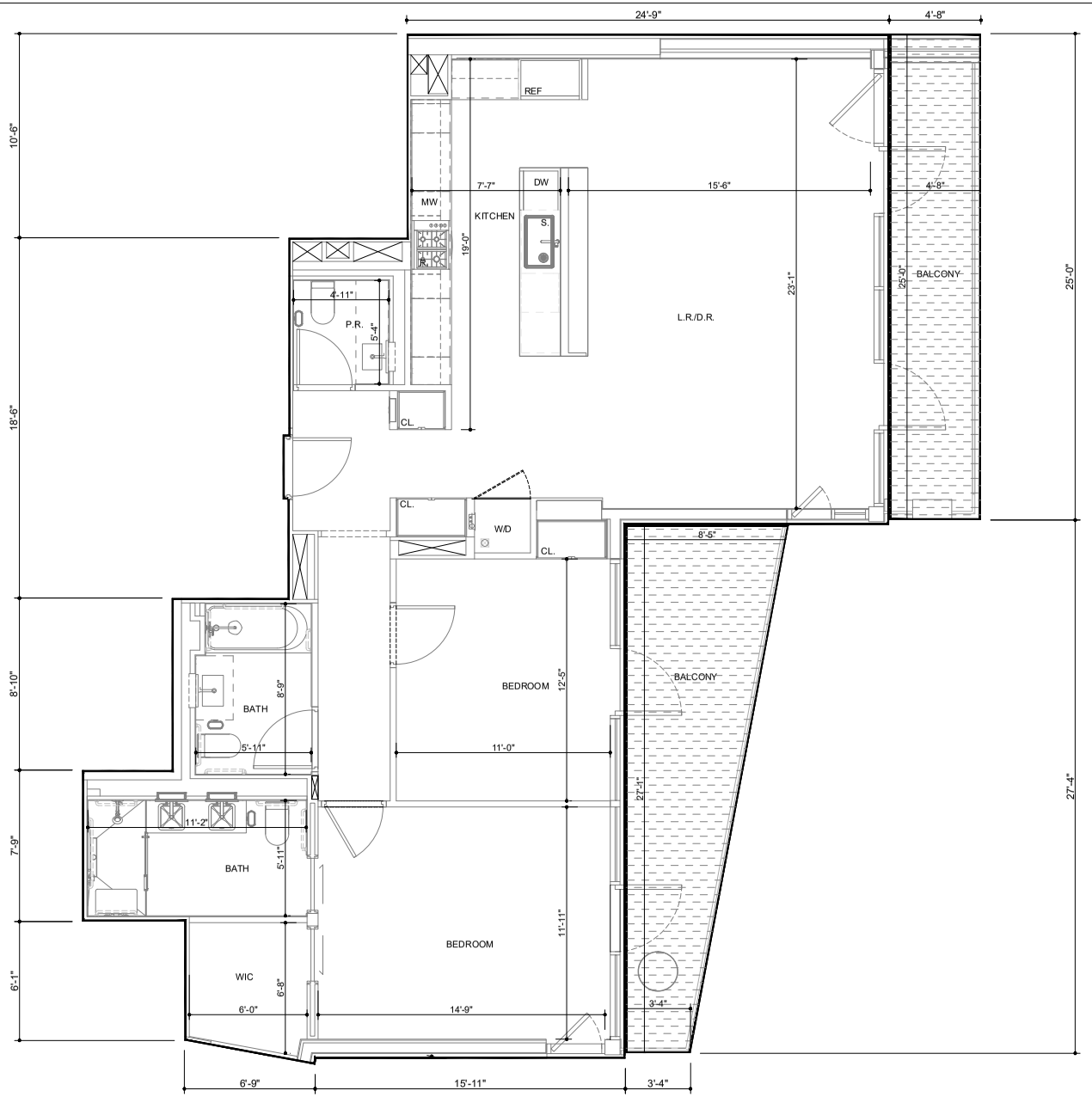

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

26TH FLOOR
UNIT 26C

2 BED/ 2 BATH
AREA = 1360 S.F.
BALCONY AREA= 276 S.F.

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.

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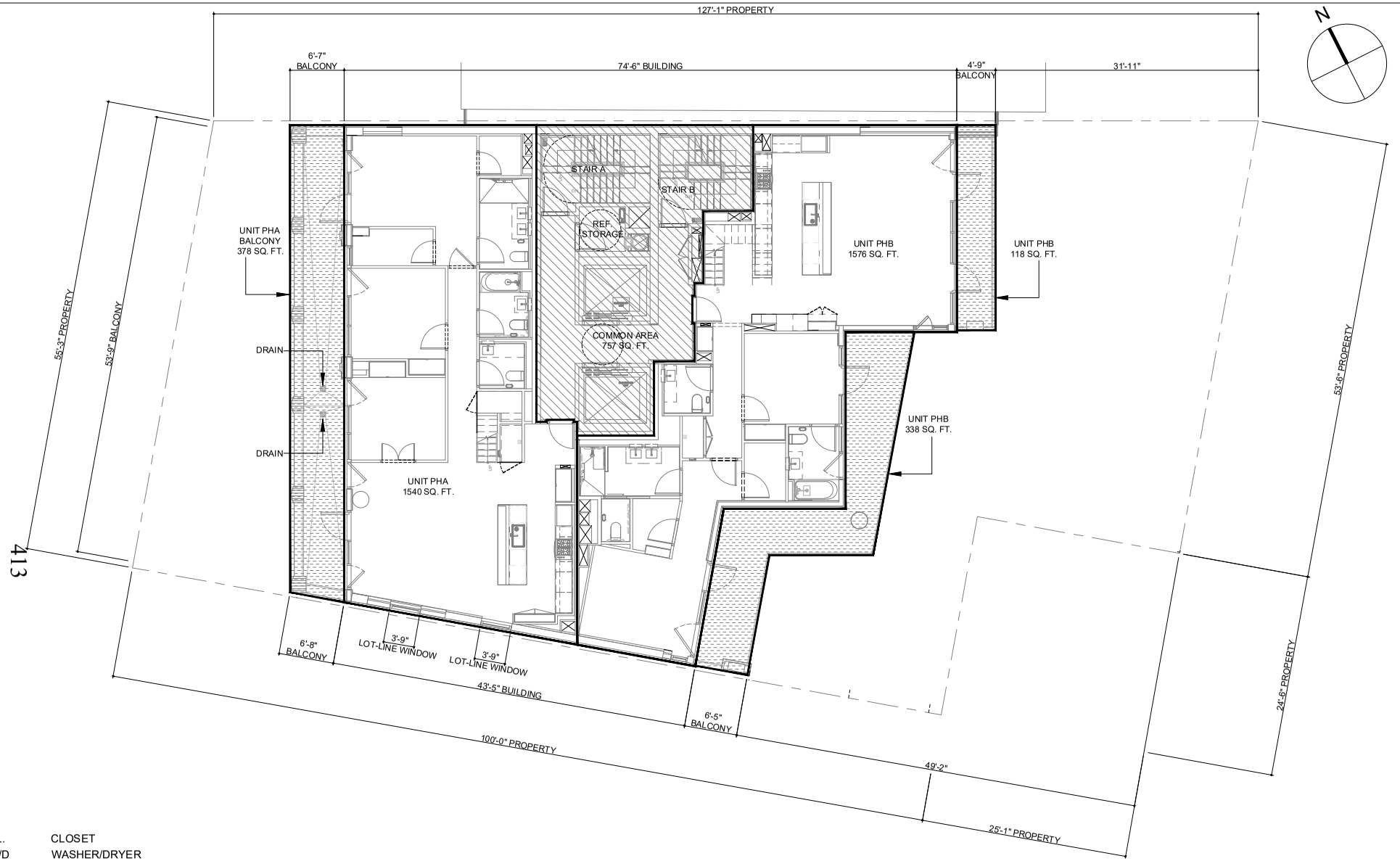


CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

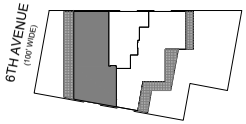
BRENT M. PORTER, ARCHITECT PLLC

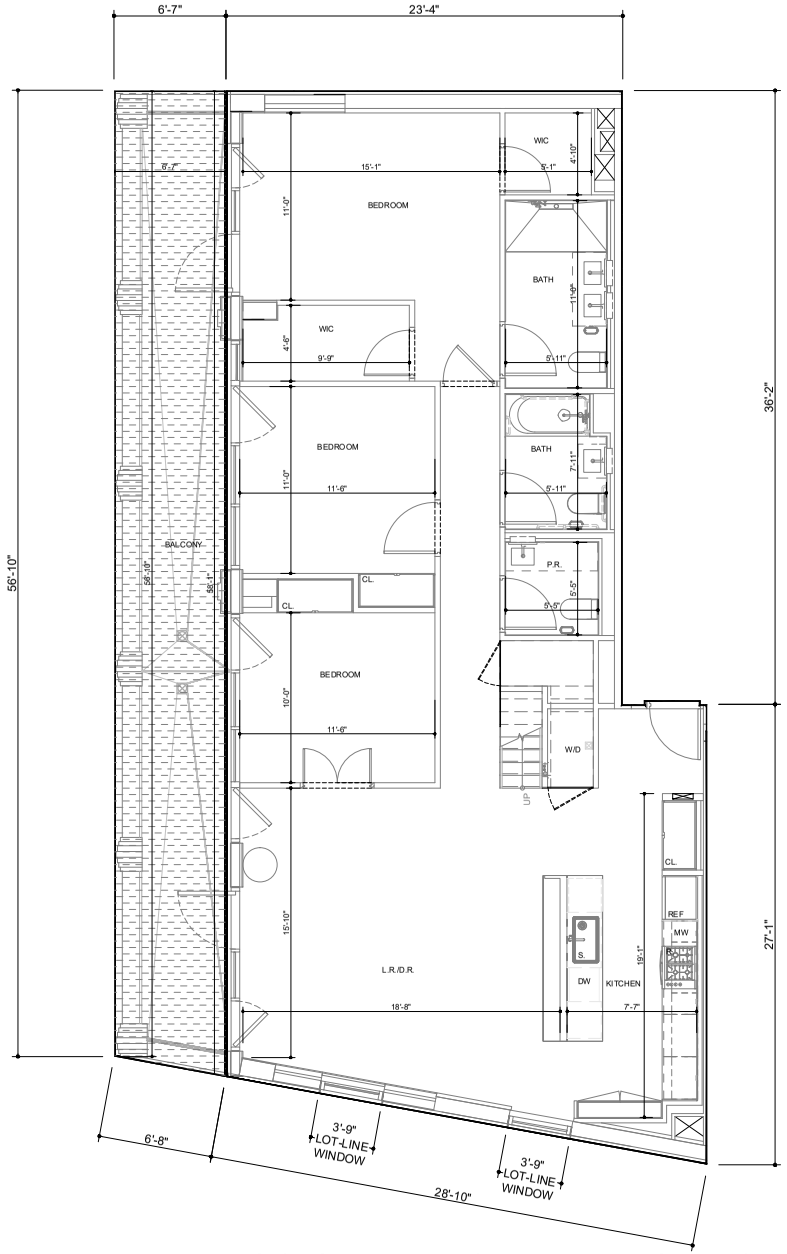
DATE: JANUARY 2026

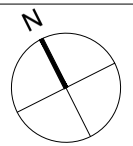
27TH FLOOR

GROSS AREA = 3874 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.







414

CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

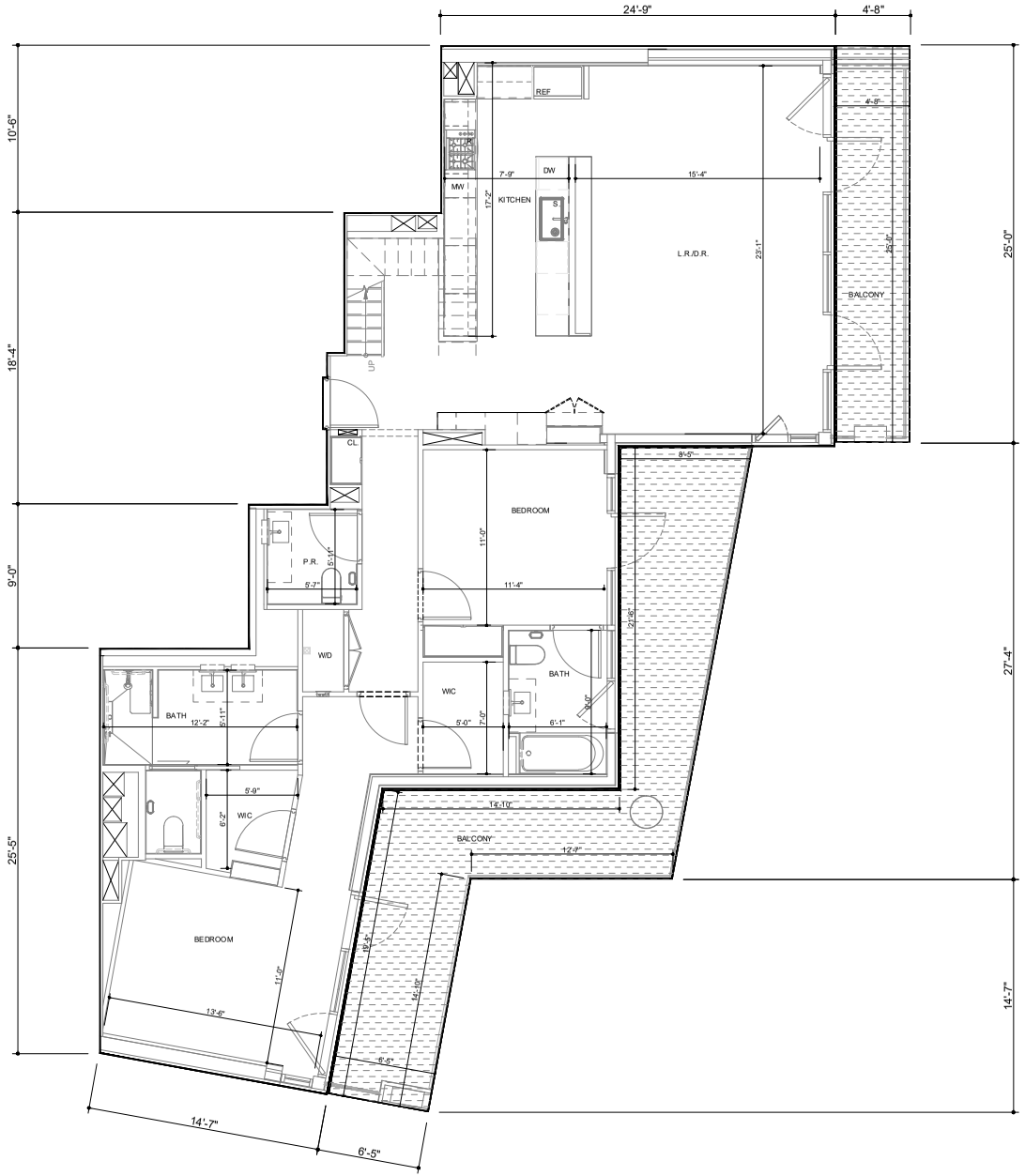
27TH FLOOR
UNIT PHA

3 BED/ 3 BATH
AREA = 1540 S.F.
BALCONY AREA= 378 S.F.

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.

SCALE: 0' 8' 16' 24'

415



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

27TH FLOOR
UNIT PHB

2 BED/ 2 BATH
AREA = 1576 S.F.
BALCONY AREA= 456 S.F.

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.

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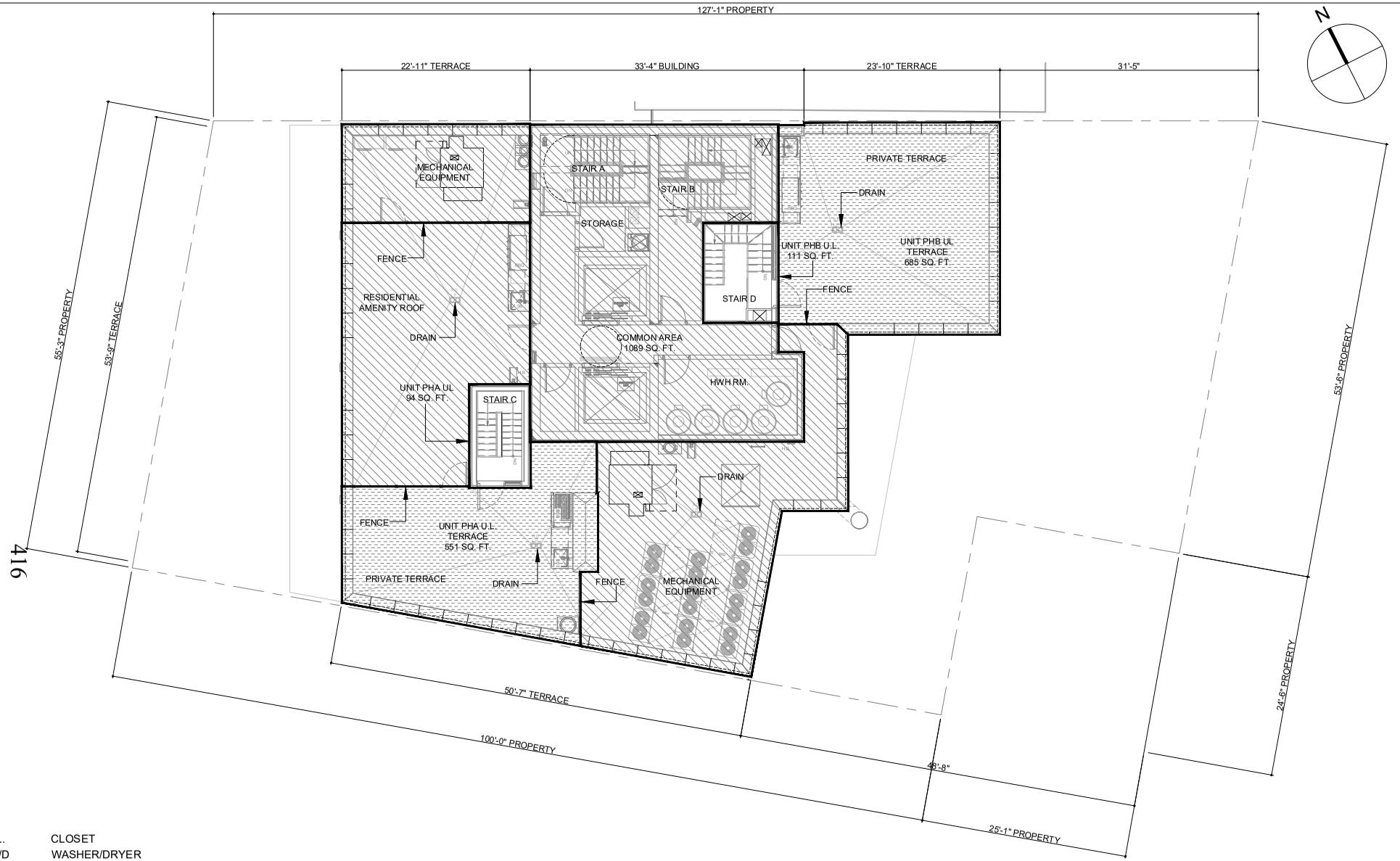

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R.	RANGE
REF.	REFRIGERATOR
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GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

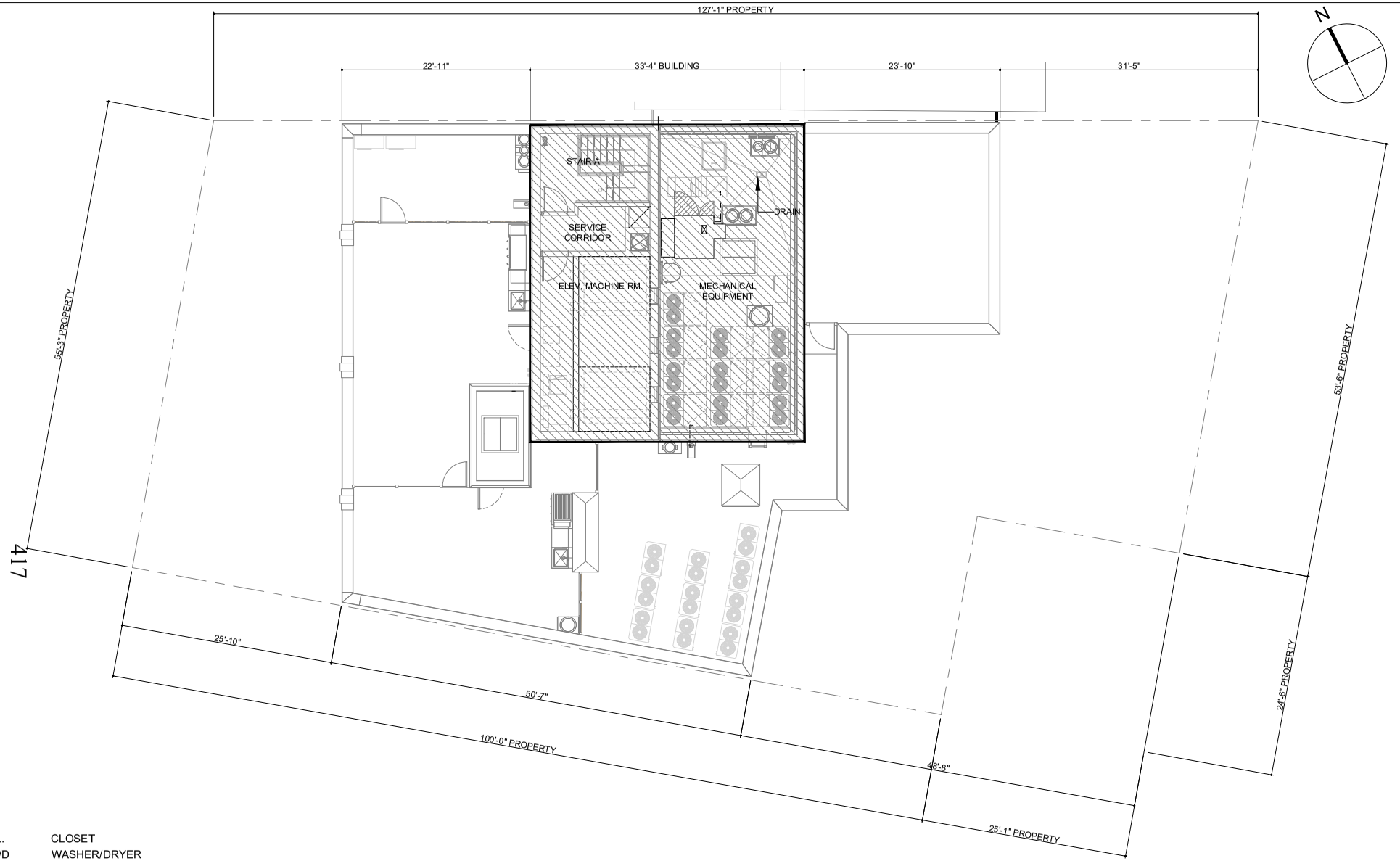
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

ROOF

GROSS AREA = 1089 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

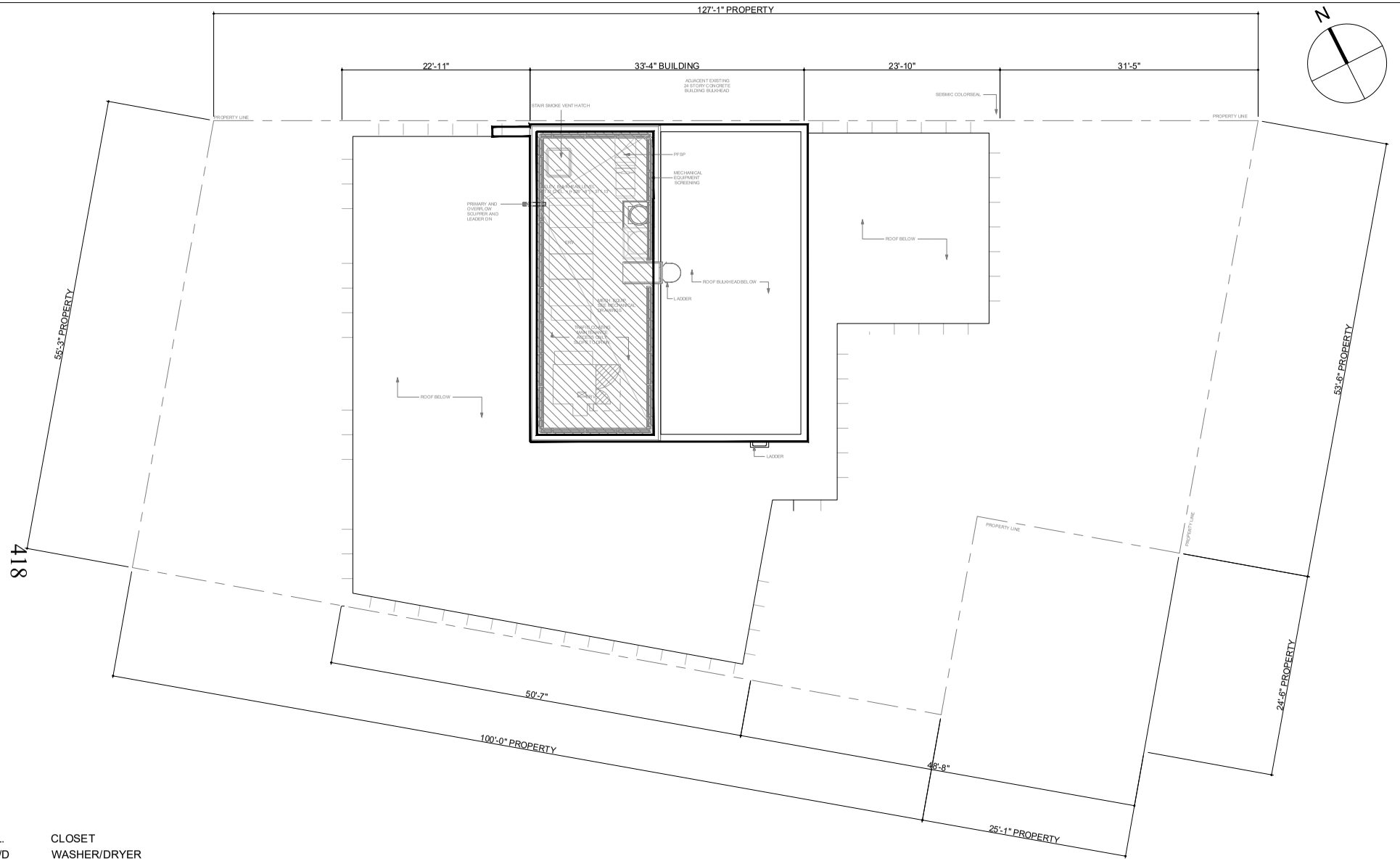
BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

BULKHEAD FLOOR PLAN

GROSS AREA = 1287 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.



CL.	CLOSET
W/D	WASHER/DRYER
R.	RANGE
REF.	REFRIGERATOR
DW	DISHWASHER
S.	SINK
MW	MICROWAVE

GENERAL COMMON ELEMENT

RESIDENTIAL COMMON ELEMENT

RESIDENTIAL UNIT

COMMERCIAL UNIT

COMMERCIAL LIMITED COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

SCALE: 0' 8' 16' 24'

842 EDENVIEW, LLC

842 6TH AVENUE CONDOMINIUM

842 6TH AVENUE, NEW YORK, NY 10001

BRENT M. PORTER, ARCHITECT PLLC

DATE: JANUARY 2026

BULKHEAD ROOF PLAN

GROSS AREA = 1309 SQ. FT.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS, LAYOUTS, AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR-TO-FLOOR. THE SQUARE FOOTAGE ON THIS FLOOR PLAN EXCEEDS THE USABLE FLOOR AREA. ANY DEPICTIONS OF APPLIANCES, FIXTURES, FINISHES, ARCHITECTURAL DETAILS, PAVERS, DRAINS AND SIMILAR ELEMENTS ARE INCLUDED FOR ILLUSTRATIVE PURPOSES AND MAY NOT REPRESENT THE ITEM ACTUALLY BEING DELIVERED OR THE PRECISE LOCATION OF SUCH ELEMENT. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN, AS AMENDED.

Reserve Study for New Construction and

Lender Property Analysis

of the

842 6th Avenue Condominium

842 6th Avenue

New York, NY 10001

July 1, 2027 - June 30, 2057

Prepared by:

STRATEGIC INSPECTIONS

150 Main Street, Suite 2

Port Washington, NY 11050

888-459-9555

Inspection: N/A

Report: May 8, 2026

STRATEGIC INSPECTIONS

150 Main Street, Suite 2
Port Washington, NY

842 6th Avenue Condominium
New York, NY

Strategic Inspections, LLC (SI) performed a reserve study for 842 6th Avenue Condominium (hereinafter "property") located at 842 6th Avenue, New York, NY 10001. The property has 94 Condominiums (Condos) residential units and multiple model types. The reserve study is for the fiscal year starting July 1, 2027, and ending June 31, 2028.

Attached please find a projected reserve fund analysis for non-annual repair/replacement items. This projection takes into consideration a reasonable return on invested money and inflation. Please review this thoroughly and advise us of any changes that may be necessary.

If you have any questions about this study or the reserve fund analysis, please feel free to contact us. Thank you for the opportunity to provide this service to you.

Respectfully submitted,

Dan Dormady, P.E., R.S.

Project Manager

Strategic Inspections, LLC

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EXECUTIVE SUMMARY

The property will be a twenty-seven (27) story building plus cellar, penthouse, and bulkhead levels. The property consists of a total of 94 residential Condominiums (Condos) units. The scope of this report is limited to assessing the common elements for the residential Condominiums (Condos). This report does not include the cost of reserve items exclusive to the individual residential units or commercial units. The building is scheduled to complete construction by July 1, 2027.

Amenities provided in the building will include, but may not be limited to, a lobby and concierge, mailbox room, lounge, billiard's room, fitness room, yoga and relaxation room, a co-working area, a pet-spa, a Spa including, a dry sauna, a cold plunge, a steam room, and two changing rooms, two passenger elevators, common area restrooms, common terraces, security systems, private terraces, private balconies, and bike and tenant storage rooms.

This project was completed as a Construction Plan Reserve Study (CPRS): Also known as Type 4 or Level IV (Preliminary - Not Yet Constructed). A CPRS is a reserve study completed from plans for the purposes of creating a compliant budget for the property's first year of operation. CPRSs should be updated with a site inspection once the completion of construction has been achieved, and preferably after As-Built construction documents are available. As the property has not yet been completed, all component conditions are assumed to be in good condition and have been identified as such within the Component Details appendix, below.

Cost projections within this reserve are predicated on the assumption that replacements will be for the components identified during the inspection and/or within the provided documentation listed below. An update to this study has been included as a line item in the reserve schedule, to recur on a 3-year cycle.

PROVIDED INFORMATION AND DOCUMENTS:

This study has been performed according to the scope as generally defined and agreed upon by Strategic Inspections, LLC, and 842 6th Avenue Condominium.

The following documents were made available and were reviewed during the course of our study:

- Condominium Offering Plan - The 842 Sixth Condominium, 842 Sixth Avenue, New York, New York 10001, dated October 31, 2025.
- Draft Architect Report - 842 6th Avenue, New York, New York 10001, prepared by Brent M. Porter Architect PLLC., dated December 9, 2025.
- Architectural Plans, and subsequent engineering disciplines - Filing Submission, 842 6th Avenue, New York, New York 10001, prepared by Issac & Stern Architects, P.C., dated January 31, 2025.
- Schedule B - 842 6th Avenue, New York, New York 1001, dated November 17, 2025.

SUMMARY OF RESULTS:

There are two most common methods by which a funding plan can be developed.

- The Component (Straight Line) Method establishes separate accounts for each reserve asset, all of which must be fully funded, every year.
- The Cash Flow (Pooling) Method takes all reserve items in an association and puts them into one general use account. Money from this account is used to pay for variable expenses when they occur.

The parameters by which the Funding Method will be held accountable are referred to as the Funding Goal. There are four most common Funding Goals. The Funding Goal selected depends on the risk tolerance and best interests of the community.

- A Baseline Goal ensures that the balance for the reserve fund never falls below $0.00.
- A Threshold Goal involves setting the reserve contribution rate as needed to obtain the desired reserve balance within the specified time period.
- A Fully Funded Goal establishes a contribution to ensure that the reserve fund balance at the end of each year is equal to the deterioration value of the association at that time.
- *A* Statutory Funding Goal is utilized by associations when the reserve fund balance is largely determined by local or state regulations.

SI has utilized the Cash Flow (Pooling) Method with a Threshold Goal in preparation of the funding plan, with the intention that reserve funds would be available for required reserve assets. In accordance with the Cash Flow Method, this study utilizes a Threshold Goal for the minimum ending balance of the reserve fund in any given year, over the 30-year horizon. The threshold established for this reserve study has been set at $500,000.00

As of July 1, 2027, the current 'one-time' replacement and/or repair cost for all components identified in this reserve is $5,500,206.64. A future cost has also been calculated for all subsequent replacement/repair costs over the 30-year term (July 1, 2027 to June 30, 2057), subject to an annual compounded inflation rate of 3.11%. The future replacement cost is $12,782,917.50.

With respect to the establishment of a contribution schedule for Condominiums (Condos) residents, lending approval is typically contingent upon the establishment of a reserve fund contribution from Condominiums (Condos) residents within the operating budget. Whereas this resident contribution, or 'budget line item,' is considered independently from any subsequent Sponsor contributions, the overall 'budget line item' requirements for reserve contributions can be reduced early on by utilizing what is known as a Working Capital Split (WCS) funding model. The WCS funding model is further outlined below.

The following chart summarizes the required budget line items for the first five years of this study, utilizing a WCS funding model to cover a portion of the total required reserve contributions identified by the reserve analysis.

Year	Total Required Reserve Contribution	Estimated # Of Closings	Average 1-Month Common Charge at Closing	Total Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Budget Line Item (Total Required Reserve Contributions less Contributions at Closing)
2027-28	$89,000.00	61	$1,046.75	$63,851.86	$25,148.14
2028-29	$97,900.00	23	$1,046.75	$24,075.29	$73,824.71
2029-30	$107,690.00	10	$1,046.75	$10,467.52	$97,222.48
2030-31	$118,459.00	0	$0.00	$0.00	$118,459.00
2031-32	$130,304.90	0	$0.00	$0.00	$130,304.90

Total Required Reserve Contribution - The total required reserve contribution as prescribed by SI's analysis for year one of this study is $89,000.00. In order to meet obligations towards the reserve over the 30-year horizon while maintaining a realistic contribution schedule for Condominiums (Condos) owners, this reserve study was performed utilizing an annual increase of 10.00% per year over the 30-year term.

Estimated number of Closings - In accordance with a Working Capital Split funding model, Strategic Inspections was advised that purchasers are required to contribute one month of maintenance charges at closing to a dedicated reserve account. The one month for reserves will be deposited into the reserve account at each closing. This study utilizes an estimate of 61 closings in the first year of operations, 23 closings in year two, and 10 closings in year three.

Average 1-Month Common Charge at Closing - One month of purchasers maintenance contribution is estimated to be $1,046.75 per unit.

Total Yearly Reserve Contribution from 1 Month Contributions at Closings - Using the estimated number of closings and average 1-month common charge at closing, SI has estimated that $63,851.86 be deposited into the reserve account by the end of year one, $24,075.29 will be deposited into the reserve account by the end of year two, and $10,467.52 will be deposited into the reserve account by the end of year three.

FUNDING PLAN:

As shown in the table above, the results of this Reserve Study show that a total of $89,000.00 in year one, $97,900.00 in year two, and $107,690.00 in year three are required to be deposited into the reserve fund over the first three years. Assuming the aforementioned $63,851.86 is deposited in year one, $24,075.29 is deposited in year two, and $10,467.52 is deposited in year three, the additional annual contributions for the initial years of this Reserve Study are $25,148.14 for year one, $73,824.71 for year two, and $97,222.48 for year three. Year four reserve contributions should increase to $118,459.00, followed by the prescribed annual increase of 10.00% per year, over the remaining 30-year term.

The operating budget should include a line item to cover the 1st year's recommended reserve amount of $25,148.14.

LENDER PROPERTY ANALYSIS

INSPECTION DATE:

N/A

RESERVE STUDY EXPIRATION DATE:

This reserve study should be updated with a site inspection once the completion of construction has been achieved.

PROPERTY INFORMATION:

842 6th Avenue Condominium

842 6th Avenue

New York, NY, 10001

CAPITAL ANALYSIS SUMMARY:

Current Reserve Balance: $0.00

Date Reported: March 17, 2026

Operating Budget Total: $1,220,875.68

Current Budget Allocation Towards Reserve: $35,000.00

Current Reserve Percentage of Operating Budget: 2.87%

Forecasted First Year Contribution Requirement: $89,000.00 ($25,148.14 after WCS)

Forecasted Reserve Percentage of Operating Budget: 7.29% (2.06% after WCS)

Forecasted Percent Funded (Year 1): 29.65%

SPECIAL ASSESSMENTS:

According to property representatives, the property is not subject to any special assessments

REGULATORY VIOLATIONS:

SI's search for State or local regulatory violations is limited to client-provided information and to readily available online public inspection records. No requests for information, either by online application or Freedom of Information Act (FOIA) request, were performed as part of this review. A more comprehensive review, in person or via written request, may reveal additional information.

No State or local regulatory violations were identified or reported.

STRUCTURAL ANALYSIS SUMMARY:

With respect to the Structural Analysis, no unsafe conditions or items of significant deferred maintenance were observed during SI's inspection of the property, limited online research, and/or review of the building drawings.

BUILDING EXTERIOR ANALYSIS SUMMARY:

New York Facade Inspection and Safety Program, commonly referred to as Local Law 11 (LL-11), requires facade inspections every five years on all buildings with more than six stories, including buildings that are six stories above a basement and buildings that are six stories plus a 'penthouse' floor. SI did not identify any facade inspection reports during the review of the NYDoB records, as construction of the building has not yet been completed. Whereas it is anticipated that the cost for these inspections would be accommodated by the operations budget, the cost for any subsequent repairs resulting from those inspections generally falls upon the reserve fund.

With respect to the Building Exterior Analysis, no unsafe conditions or items of significant deferred maintenance were observed during SI's inspection of the property, limited online research, and/or review of the building drawings.

MECHANICAL ANALYSIS SUMMARY:

With respect to the Mechanical Analysis, no unsafe conditions or items of significant deferred maintenance were observed during SI's inspection of the property, limited online research, and/or review of the building drawings.

BUILDING INTERIOR ANALYSIS SUMMARY:

With respect to the Building Interior Analysis, no unsafe conditions or items of significant deferred maintenance were observed during SI's inspection of the property, limited online research, and/or review of the building drawings.

AMENITIES ANALYSIS SUMMARY:

With respect to the Amenities Analysis, no unsafe conditions or items of significant deferred maintenance were observed during SI's inspection of the property, limited online research, and/or review of the building drawings.

BUILDING AND COMPONENT CONDITION SUMMARY:

Overall, upon completion of construction, the general condition of the property is expected to be good. Generally, individual components throughout the property will be anticipated to be in good condition. For a detailed list of individual component conditions, refer to the Component Details appendix below.

Financial Summary

Financial Summary

Projection Period:	July 1, 2027 - 2056-57	**Report Type:**	Type 4
First Year Percent Contributions Change:	N/A	**Association:**	Condominiums (Condos)
Avg Annual Percent Contributions Change:	10.00%	**Buildings:**	1
Interest:	* 4.00%	**Total Units:**	94
Inflation:	** 3.11%	**Year Built:**	2027

* Reported by the client or assumed based on market trends.

** Based on a ten-year average. Updated annually on the first of the year.

Inflation Compounded:	Yearly	**Rounding Method:**	Bankers
Contributions Method:	Future Cost	**Percent Funded Method:**	Inflation-Adjusted Cost

Total Current Cost of Components:

$5,500,206.64

Total Future Cost of All Expenditures:

$12,782,917.50

First Five Years

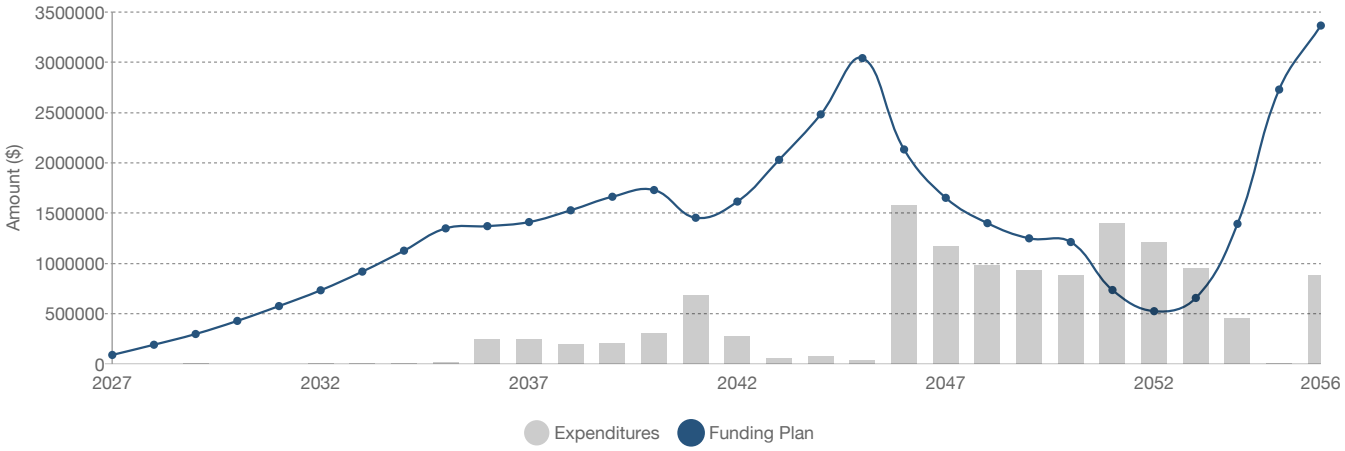
PROPERTY								OWNER (PER UNIT)	
YEAR	STARTING BALANCE	CONTRIBUTIONS	SPECIAL ASSMNT	ADDT'L CAPITAL	INTEREST	RESERVE EXPENSES	ENDING BALANCE	MONTHLY CONTRIB	SPECIAL ASSMNT
2027-28	$0.00	$89,000.00	$0.00	$0.00	$0.00	$0.00	$89,000.00	$78.90	$0.00
2028-29	$89,000.00	$97,900.00	$0.00	$0.00	$3,560.00	$0.00	$190,460.00	$86.79	$0.00
2029-30	$190,460.00	$107,690.00	$0.00	$0.00	$7,618.40	$8,477.43	$297,290.97	$95.47	$0.00
2030-31	$297,290.97	$118,459.00	$0.00	$0.00	$11,891.64	$0.00	$427,641.61	$105.02	$0.00
2031-32	$427,641.61	$130,304.90	$0.00	$0.00	$17,105.66	$0.00	$575,052.17	$115.52	$0.00

Aggregated Financial Overview

ASSOCIATION	FIRST YEAR (2027-28)	5 YEARS (2031-32)	10 YEARS (2036-37)	30 YEARS (2056-57)
Starting Balance	$0.00	$0.00	$0.00	$0.00
Contributions	$89,000.00	$543,353.90	$1,418,430.78	$14,639,967.49
Special Assessments	$0.00	$0.00	$0.00	$0.00
Additional Capital	$0.00	$0.00	$0.00	$0.00
Interest / Inv Returns	$0.00	$40,175.70	$228,133.00	$1,508,205.61
Reserve Expenses	$0.00	($8,477.43)	($276,493.24)	($12,782,917.50)
Reserves Balance	**$89,000.00**	**$575,052.17**	**$1,370,070.54**	**$3,365,255.60**
# of Special Assessments	0	0	0	0
Owner				
Avg Contributions (/unit/month)	$78.90	$96.34	$125.75	$432.62
Special Assessments				
Avg Total Amount (/unit)	$0.00	$0.00	$0.00	$0.00
Avg Assessment Amount (/unit)	$0.00	$0.00	$0.00	$0.00

Cash Flow

Cash Flow



YEAR	STARTING BALANCE	CONTRIBUTIONS	PERCENT CHANGE	INTEREST	SPECIAL ASSMNT	ADDTIONAL CAPITAL	EXPENDITURE FUTURE COST	ENDING BALANCE	PERCENT FUNDED	FULLY FUNDED BALANCE
2027-28	$0.00	$89,000.00	N/A	$0.00	$0.00	$0.00	$0.00	$89,000.00	29.65%	$300,150.62
2028-29	$89,000.00	$97,900.00	10.00%	$3,560.00	$0.00	$0.00	$0.00	$190,460.00	31.54%	$603,824.85
2029-30	$190,460.00	$107,690.00	10.00%	$7,618.40	$0.00	$0.00	$8,477.43	$297,290.97	32.10%	$926,097.63
2030-31	$297,290.97	$118,459.00	10.00%	$11,891.64	$0.00	$0.00	$0.00	$427,641.61	33.96%	$1,259,090.08
2031-32	$427,641.61	$130,304.90	10.00%	$17,105.66	$0.00	$0.00	$0.00	$575,052.17	35.48%	$1,620,912.35
2032-33	$575,052.17	$143,335.39	10.00%	$23,002.09	$0.00	$0.00	$9,293.23	$732,096.42	36.53%	$2,004,021.88
2033-34	$732,096.42	$157,668.93	10.00%	$29,283.86	$0.00	$0.00	$1,301.30	$917,747.91	38.24%	$2,399,810.95
2034-35	$917,747.91	$173,435.82	10.00%	$36,709.92	$0.00	$0.00	$1,783.15	$1,126,110.50	39.84%	$2,826,817.81
2035-36	$1,126,110.50	$190,779.40	10.00%	$45,044.42	$0.00	$0.00	$14,009.16	$1,347,925.16	41.12%	$3,277,642.02
2036-37	$1,347,925.16	$209,857.34	10.00%	$53,917.01	$0.00	$0.00	$241,628.97	$1,370,070.54	36.62%	$3,741,348.17
2037-38	$1,370,070.54	$230,843.07	10.00%	$54,802.82	$0.00	$0.00	$245,020.62	$1,410,695.81	35.30%	$3,996,591.70
2038-39	$1,410,695.81	$253,927.38	10.00%	$56,427.83	$0.00	$0.00	$193,360.77	$1,527,690.25	35.77%	$4,270,699.55
2039-40	$1,527,690.25	$279,320.12	10.00%	$61,107.61	$0.00	$0.00	$205,686.76	$1,662,431.22	35.97%	$4,622,093.66
2040-41	$1,662,431.22	$307,252.13	10.00%	$66,497.25	$0.00	$0.00	$307,039.30	$1,729,141.30	34.66%	$4,989,492.61
2041-42	$1,729,141.30	$337,977.34	10.00%	$69,165.65	$0.00	$0.00	$682,875.95	$1,453,408.34	27.50%	$5,285,588.65
2042-43	$1,453,408.34	$371,775.07	10.00%	$58,136.33	$0.00	$0.00	$268,861.29	$1,614,458.45	30.86%	$5,231,220.47
2043-44	$1,614,458.45	$408,952.58	10.00%	$64,578.34	$0.00	$0.00	$58,240.58	$2,029,748.79	36.13%	$5,618,314.70
2044-45	$2,029,748.79	$449,847.84	10.00%	$81,189.95	$0.00	$0.00	$79,137.02	$2,481,649.56	39.70%	$6,250,663.69

YEAR	STARTING BALANCE	CONTRIBUTIONS	PERCENT CHANGE	INTEREST	SPECIAL ASSMNT	ADDTIONAL CAPITAL	EXPENDITURE FUTURE COST	ENDING BALANCE	PERCENT FUNDED	FULLY FUNDED BALANCE
2045-46	$2,481,649.56	$494,832.62	10.00%	$99,265.98	$0.00	$0.00	$34,569.30	$3,041,178.86	44.09%	$6,897,966.60
2046-47	$3,041,178.86	$544,315.88	10.00%	$121,647.15	$0.00	$0.00	$1,574,243.82	$2,132,898.07	27.96%	$7,628,478.21
2047-48	$2,132,898.07	$598,747.47	10.00%	$85,315.92	$0.00	$0.00	$1,165,325.19	$1,651,636.27	24.25%	$6,811,306.14
2048-49	$1,651,636.27	$658,622.22	10.00%	$66,065.45	$0.00	$0.00	$976,496.95	$1,399,826.99	21.84%	$6,410,050.93
2049-50	$1,399,826.99	$724,484.44	10.00%	$55,993.08	$0.00	$0.00	$931,499.34	$1,248,805.17	20.10%	$6,213,151.55
2050-51	$1,248,805.17	$796,932.88	10.00%	$49,952.21	$0.00	$0.00	$883,712.51	$1,211,977.75	19.93%	$6,079,919.13
2051-52	$1,211,977.75	$876,626.17	10.00%	$48,479.11	$0.00	$0.00	$1,402,422.97	$734,660.06	12.21%	$6,015,803.65
2052-53	$734,660.06	$964,288.79	10.00%	$29,386.40	$0.00	$0.00	$1,204,038.66	$524,296.59	10.48%	$5,000,844.25
2053-54	$524,296.59	$1,060,717.67	10.00%	$20,971.86	$0.00	$0.00	$950,111.44	$655,874.68	14.35%	$4,570,024.92
2054-55	$655,874.68	$1,166,789.44	10.00%	$26,234.99	$0.00	$0.00	$456,109.28	$1,392,789.83	28.69%	$4,854,309.34
2055-56	$1,392,789.83	$1,283,468.38	10.00%	$55,711.59	$0.00	$0.00	$3,392.45	$2,728,577.35	51.98%	$5,248,871.62
2056-57	$2,728,577.35	$1,411,815.22	10.00%	$109,143.09	$0.00	$0.00	$884,280.06	$3,365,255.60	54.77%	$6,144,703.38

Components by Category

Components by Category

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Amenities							
Common Area Restroom (Allowance): Spa - 2nd Floor	01/01/2043	15y	15y 6m	15y 6m	$5,481.16	1 Ea	$5,481.16
Common Area Restroom (Allowance): Cellar	01/01/2049	15y	21y 6m	21y 6m	$5,481.16	2 Ea	$10,962.32
Elevator, Traction - Modernization: PE - 1	01/01/2052	One-Time	N/A	N/A	$188,691.30	1 Ea	$188,691.30
Elevator, Traction - Modernization: PE - 2	01/01/2053	One-Time	N/A	N/A	$188,691.30	1 Ea	$188,691.30
Elevator, Traction, Cab Doors: PE - 2	01/01/2048	20y	20y 6m	20y 6m	$5,462.52	1 LS	$5,462.52
Elevator, Traction, Cab Doors: PE - 1	01/01/2047	20y	19y 6m	19y 6m	$5,462.52	1 LS	$5,462.52
Elevator, Traction, Cabs - Refurbish: PE - 1	01/01/2047	20y	19y 6m	19y 6m	$14,537.13	1 LS	$14,537.13
Elevator, Traction, Cabs - Refurbish: PE - 2	01/01/2048	20y	20y 6m	20y 6m	$14,537.13	1 LS	$14,537.13
Elevator, Traction, Controller & Controller Support - Upgrades: PE - 2	01/01/2073	20y	45y 6m	45y 6m	$26,865.35	1 LS	$26,865.35
Elevator, Traction, Controller & Controller Support - Upgrades: PE - 1	01/01/2072	20y	44y 6m	44y 6m	$26,865.35	1 LS	$26,865.35
Elevator, Traction, Machinery - Upgrades: PE - 2	01/01/2083	30y	55y 6m	55y 6m	$191,840.55	1 LS	$191,840.55
Elevator, Traction, Machinery - Upgrades: PE - 1	01/01/2082	30y	54y 6m	54y 6m	$191,840.55	1 LS	$191,840.55
Elevator, Traction, Shaftway Doors: PE - 1	01/01/2052	25y	24y 6m	24y 6m	$4,933.04	29 LS	$143,058.25
Elevator, Traction, Shaftway Doors: PE - 2	01/01/2053	25y	25y 6m	25y 6m	$4,933.04	29 LS	$143,058.25
FF&E, Billiards Room: Billard's Room - Cellar	01/01/2041	10y	13y 6m	13y 6m	$47.84	870 SF	$41,623.41
FF&E, Co-working Room: Coworking Room - Cellar	01/01/2043	15y	15y 6m	15y 6m	$22.68	900 SF	$20,415.60
FF&E, Cold Plunge: Co - ed Spa - 2nd Floor	01/01/2044	15y	16y 6m	16y 6m	$10,311.00	1 LS	$10,311.00
FF&E, Fitness Equipment, Cardio: Fitness Room - 2nd Floor	01/01/2045	15y	17y 6m	17y 6m	$5,155.50	7 PC	$36,088.50
FF&E, Fitness Equipment, Strength: Fitness Room - 2nd Floor	01/01/2046	15y	18y 6m	18y 6m	$2,577.75	7 PC	$18,044.25
FF&E, Landscaping, Roof Deck/Terrace/etc.: Outdoor Terrace - 2nd Floor	01/01/2038	10y	10y 6m	10y 6m	$15,466.50	1 LS	$15,466.50
FF&E, Landscaping, Roof Deck/Terrace/etc.: Amenity Terrace - Main Roof Floor	01/01/2037	10y	9y 6m	9y 6m	$15,466.50	1 LS	$15,466.50
FF&E, Lobby: Main Lobby - 1st Floor	01/01/2041	12y	13y 6m	13y 6m	$23.39	1,130 SF	$26,430.70
FF&E, Lounge: Lounge - 1st Floor	01/01/2044	15y	16y 6m	16y 6m	$49.97	440 SF	$21,986.36
FF&E, Outdoor Garden Patio: Outdoor Garden Patio - Cellar	01/01/2040	10y	12y 6m	12y 6m	$5,155.50	1 LS	$5,155.50

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
FF&E, Pet Spa	01/01/2042	15y	14y 6m	14y 6m	$10,311.00	1 LS	$10,311.00
FF&E, Roof Deck, Furnishings: Amenity Terrace - Main Roof Floor	01/01/2040	10y	12y 6m	12y 6m	$10,311.00	1 LS	$10,311.00
FF&E, Roof Deck, Furnishings: Outdoor Terrace - 2nd Floor	01/01/2041	10y	13y 6m	13y 6m	$10,311.00	1 LS	$10,311.00
FF&E, Steam Room: Steam room - 2nd Floor	01/01/2043	15y	15y 6m	15y 6m	$10,311.00	1 LS	$10,311.00
Intercom System, Master Door, Video Type	01/01/2042	15y	14y 6m	14y 6m	$8,398.31	1 Ea	$8,398.31
Locker Rooms/Showers, Resident (Allowance): Spa - 2nd Floor	01/01/2042	15y	14y 6m	14y 6m	$23,199.75	1 LS	$23,199.75
Mailboxes, Per-Compartment	01/01/2047	20y	19y 6m	19y 6m	$113.42	94 Ea	$10,661.57
Sauna, Custom - 61-150 S.F. (Allowance): Dry Sauna - 2nd Floor	01/01/2042	15y	14y 6m	14y 6m	$35,572.95	1 Ea	$35,572.95
Security, Cameras & Monitoring System	01/01/2042	15y	14y 6m	14y 6m	$531.02	15	$7,965.24
Security, Key FOB System (Allowance)	01/01/2042	15y	14y 6m	14y 6m	$4,846.17	1 LS	$4,846.17
Trash Compactor, Chute Fed, 250 lbs./hr.	01/01/2047	20y	19y 6m	19y 6m	$14,720.61	1 Ea	$14,720.61
							$1,514,950.60
Building Exterior							
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 25th Floor - Terrace - 1	01/01/2049	20y	21y 6m	21y 6m	$29.45	210 SF	$6,183.45
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 16th Floor - Terrace - 1	01/01/2051	20y	23y 6m	23y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 14th Floor - Terrace - 1	01/01/2047	20y	19y 6m	19y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 23rd Floor - Terrace - 1	01/01/2050	20y	22y 6m	22y 6m	$29.45	210 SF	$6,183.45
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 22nd Floor - Terrace - 1	01/01/2048	20y	20y 6m	20y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 22nd Floor - Terrace - 2	01/01/2049	20y	21y 6m	21y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 20th Floor - Terrace - 1	01/01/2049	20y	21y 6m	21y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 25th Floor - Terrace - 2	01/01/2050	20y	22y 6m	22y 6m	$29.45	140 SF	$4,122.30
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 12th Floor - Terrace - 1	01/01/2048	20y	20y 6m	20y 6m	$29.45	195 SF	$5,741.78

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 16th Floor - Terrace - 2	01/01/2047	20y	19y 6m	19y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 21st Floor - Terrace - 2	01/01/2047	20y	19y 6m	19y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 26th Floor - Terrace - 2	01/01/2047	20y	19y 6m	19y 6m	$29.45	140 SF	$4,122.30
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 13th Floor - Terrace - 1	01/01/2050	20y	22y 6m	22y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 24th floor - Terrace - 2	01/01/2048	20y	20y 6m	20y 6m	$29.45	140 SF	$4,122.30
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 19th Floor - Terrace - 2	01/01/2048	20y	20y 6m	20y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 17th Floor - Terrace - 2	01/01/2049	20y	21y 6m	21y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 14th Floor - Terrace - 2	01/01/2048	20y	20y 6m	20y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 18th Floor - Terrace - 1	01/01/2050	20y	22y 6m	22y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 21st Floor - Terrace - 1	01/01/2051	20y	23y 6m	23y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 23rd Floor - Terrace - 2	01/01/2051	20y	23y 6m	23y 6m	$29.45	140 SF	$4,122.30
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 20th Floor - Terrace - 2	01/01/2050	20y	22y 6m	22y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 9th Floor - Terrace - 1	01/01/2047	20y	19y 6m	19y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 26th Floor - Terrace - 1	01/01/2051	20y	23y 6m	23y 6m	$29.45	210 SF	$6,183.45
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 27th Floor - Terrace - 1	01/01/2048	20y	20y 6m	20y 6m	$29.45	370 SF	$10,894.65
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 12th Floor - Terrace - 2	01/01/2049	20y	21y 6m	21y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 15th Floor - Terrace - 1	01/01/2049	20y	21y 6m	21y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 11th Floor - Terrace - 2	01/01/2047	20y	19y 6m	19y 6m	$29.45	185 SF	$5,447.32

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 24th Floor - Terrace - 1	01/01/2047	20y	19y 6m	19y 6m	$29.45	210 SF	$6,183.45
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 10th Floor - Terrace - 1	01/01/2049	20y	21y 6m	21y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 19th Floor - Terrace - 1	01/01/2047	20y	19y 6m	19y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 18th Floor - Terrace - 2	01/01/2051	20y	23y 6m	23y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 13th Floor - Terrace - 2	01/01/2051	20y	23y 6m	23y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 17th Floor - Terrace - 1	01/01/2048	20y	20y 6m	20y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 9th Floor - Terrace - 2	01/01/2048	20y	20y 6m	20y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 10th Floor - Terrace - 2	01/01/2050	20y	22y 6m	22y 6m	$29.45	185 SF	$5,447.32
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 11th Floor - Terrace - 1	01/01/2051	20y	23y 6m	23y 6m	$29.45	195 SF	$5,741.78
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 15th Floor - Terrace - 2	01/01/2050	20y	22y 6m	22y 6m	$29.45	185 SF	$5,447.32
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 11th Floor - Balconies	01/01/2040	10y	12y 6m	12y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 26th Floor - Balconies	01/01/2040	10y	12y 6m	12y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 17th Floor - Balconies	01/01/2041	10y	13y 6m	13y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 3rd Floor - Balconies	01/01/2037	10y	9y 6m	9y 6m	$1,701.32	2 Ea	$3,402.63
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 25th Floor - Balconies	01/01/2039	10y	11y 6m	11y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 27th Floor - Balconies	01/01/2041	10y	13y 6m	13y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 22nd Floor - Balconies	01/01/2041	10y	13y 6m	13y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 9th Floor - Balconies	01/01/2038	10y	10y 6m	10y 6m	$1,701.32	3 Ea	$5,103.94

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 23rd Floor - Balconies	01/01/2037	10y	9y 6m	9y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 12th Floor - Balconies	01/01/2041	10y	13y 6m	13y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 8th Floor - Balconies	01/01/2037	10y	9y 6m	9y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 14th Floor - Balconies	01/01/2038	10y	10y 6m	10y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 15th Floor - Balconies	01/01/2039	10y	11y 6m	11y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 21st Floor - Balconies	01/01/2040	10y	12y 6m	12y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 6th Floor - Balconies	01/01/2040	10y	12y 6m	12y 6m	$1,701.32	2 Ea	$3,402.63
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 18th Floor - Balconies	01/01/2037	10y	9y 6m	9y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 24th Floor - Balconies	01/01/2038	10y	10y 6m	10y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 5th Floor - Balconies	01/01/2039	10y	11y 6m	11y 6m	$1,701.32	2 Ea	$3,402.63
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 16th Floor - Balconies	01/01/2040	10y	12y 6m	12y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 4th Floor - Balconies	01/01/2038	10y	10y 6m	10y 6m	$1,701.32	2 Ea	$3,402.63
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 10th Floor - Balconies	01/01/2039	10y	11y 6m	11y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 7th Floor - Balconies	01/01/2041	10y	13y 6m	13y 6m	$1,701.32	2 Ea	$3,402.63
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 13th Floor - Balconies	01/01/2037	10y	9y 6m	9y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 19th Floor - Balconies	01/01/2038	10y	10y 6m	10y 6m	$1,701.32	3 Ea	$5,103.94
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 20th Floor - Balconies	01/01/2039	10y	11y 6m	11y 6m	$1,701.32	3 Ea	$5,103.94
Exterior Caulking and Sealants	01/01/2042	10y	14y 6m	14y 6m	$4.41	14,580 LF	$64,341.54
Exterior Door, Glass Entrance Doors (double panel): Lobby Main Entrance	01/01/2052	25y	24y 6m	24y 6m	$6,617.60	1 Ea	$6,617.60

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Exterior Door, Glass Entrance Doors (single panel): Elevator Lobby Main Entrance	01/01/2053	25y	25y 6m	25y 6m	$4,337.84	1 Ea	$4,337.84
Exterior Door, Glass Entrance Doors (single panel): Lounge Terrace Egress	01/01/2054	25y	26y 6m	26y 6m	$4,337.84	1 Ea	$4,337.84
Façade Repairs (Allowance)	01/01/2042	10y	14y 6m	14y 6m	$180,442.50	1 LS	$180,442.50
Flashings and Sealants, Parapets/Roof Edges: 11th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 27th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$16.12	135 LF	$2,175.52
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: Yoga/Relax Terrace - 2nd Floor	01/01/2040	10y	12y 6m	12y 6m	$16.12	65 LF	$1,047.48
Flashings and Sealants, Parapets/Roof Edges: 3rd Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: 4th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: 3rd Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: 26th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: Private Roof Terrace 2 - Main Roof Floor	01/01/2040	10y	12y 6m	12y 6m	$16.12	100 LF	$1,611.50
Flashings and Sealants, Parapets/Roof Edges: 24th floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: Top Bulkhead Roof - Top Bulkhead Roof	01/01/2039	10y	11y 6m	11y 6m	$16.12	100 LF	$1,611.50
Flashings and Sealants, Parapets/Roof Edges: 26th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$16.12	80 LF	$1,289.20
Flashings and Sealants, Parapets/Roof Edges: 6th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: Private Roof Terrace 1 - Main Roof Floor	01/01/2039	10y	11y 6m	11y 6m	$16.12	100 LF	$1,611.50
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Lawn Green Roof Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$16.12	90 LF	$1,450.35
Flashings and Sealants, Parapets/Roof Edges: 18th Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 4th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: Amenity Terrace - Main Roof Floor	01/01/2041	10y	13y 6m	13y 6m	$16.12	100 LF	$1,611.50

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Flashings and Sealants, Parapets/Roof Edges: 18th Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 1 - Main Roof Floor	01/01/2041	10y	13y 6m	13y 6m	$16.12	130 LF	$2,094.95
Flashings and Sealants, Parapets/Roof Edges: 13th Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 6th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$16.12	35 LF	$564.02
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$16.12	80 LF	$1,289.20
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: Outdoor Terrace - 2nd Floor	01/01/2041	10y	13y 6m	13y 6m	$16.12	100 LF	$1,611.50
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 23rd Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$16.12	80 LF	$1,289.20
Flashings and Sealants, Parapets/Roof Edges: 21st Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: Mech Roof - 2nd Floor	01/01/2040	10y	12y 6m	12y 6m	$16.12	90 LF	$1,450.35
Flashings and Sealants, Parapets/Roof Edges: 16th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$16.12	90 LF	$1,450.35
Flashings and Sealants, Parapets/Roof Edges: 21st Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 19th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof - Lower Bulkhead Roof Floor	01/01/2037	10y	9y 6m	9y 6m	$16.12	100 LF	$1,611.50
Flashings and Sealants, Parapets/Roof Edges: Stair Bulkhead Roof - Lower Bulkhead Roof Floor	01/01/2038	10y	10y 6m	10y 6m	$16.12	40 LF	$644.60
Flashings and Sealants, Parapets/Roof Edges: 13th Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 14th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: Lounge Terrace - 1st Floor	01/01/2037	10y	9y 6m	9y 6m	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 23rd Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 9th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 24th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$16.12	80 LF	$1,289.20

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 2 - Main Roof Floor	01/01/2037	10y	9y 6m	9y 6m	$16.12	65 LF	$1,047.48
Flashings and Sealants, Parapets/Roof Edges: Private Terrace (Green Lawn Roof) - 1st Floor	01/01/2039	10y	11y 6m	11y 6m	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$16.12	90 LF	$1,450.35
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 16th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 19th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$16.12	60 LF	$966.90
Flashings and Sealants, Parapets/Roof Edges: 14th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 9th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$16.12	75 LF	$1,208.62
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Lawn Green Roof Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$16.12	90 LF	$1,450.35
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: Private Terrace (Regular Roof) - 1st Floor	01/01/2038	10y	10y 6m	10y 6m	$16.12	90 LF	$1,450.35
Flashings and Sealants, Parapets/Roof Edges: 11th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$16.12	70 LF	$1,128.05
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$16.12	70 LF	$1,128.05
Inverted Roof Membrane Assembly (IRMA) W/ Green Surfaces (6" deep, small plantings): 7th Floor - Lawn Green Roof Terrace - 1	01/01/2047	20y	19y 6m	19y 6m	$67.59	220 SF	$14,868.92
Inverted Roof Membrane Assembly (IRMA) W/ Green Surfaces (6" deep, small plantings): 7th Floor - Lawn Green Roof Terrace - 2	01/01/2048	20y	20y 6m	20y 6m	$67.59	295 SF	$19,937.87
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 6th Floor - Terrace - 1	01/01/2050	20y	22y 6m	22y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Amenity Terrace - Main Roof Floor	01/01/2047	20y	19y 6m	19y 6m	$29.45	595 SF	$17,519.78

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 8th Floor - Terrace - 1	01/01/2047	20y	19y 6m	19y 6m	$29.45	195 SF	$5,741.78
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Terrace (Green Lawn Roof) - 1st Floor	01/01/2050	20y	22y 6m	22y 6m	$29.45	270 SF	$7,950.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 5th Floor - Terrace - 2	01/01/2049	20y	21y 6m	21y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Outdoor Terrace - 2nd Floor	01/01/2047	20y	19y 6m	19y 6m	$29.45	550 SF	$16,194.75
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 8th Floor - Terrace - 2	01/01/2048	20y	20y 6m	20y 6m	$29.45	185 SF	$5,447.32
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 6th Floor - Terrace - 2	01/01/2051	20y	23y 6m	23y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Lounge Terrace - 1st Floor	01/01/2048	20y	20y 6m	20y 6m	$29.45	115 SF	$3,386.18
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 7th Floor - Concrete Tile Roof Terrace - 2	01/01/2049	20y	21y 6m	21y 6m	$29.45	280 SF	$8,244.60
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 5th Floor - Terrace - 1	01/01/2048	20y	20y 6m	20y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 4th Floor - Terrace - 1	01/01/2051	20y	23y 6m	23y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Roof Terrace 2 - Main Roof Floor	01/01/2051	20y	23y 6m	23y 6m	$29.45	480 SF	$14,133.60
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 3rd Floor - Terrace - 1	01/01/2049	20y	21y 6m	21y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Terrace (Regular Roof) - 1st Floor	01/01/2049	20y	21y 6m	21y 6m	$29.45	400 SF	$11,778.00
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Mech Roof 2 - Main Roof Floor	01/01/2048	20y	20y 6m	20y 6m	$29.45	230 SF	$6,772.35
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 7th Floor - Concrete Tile Roof Terrace - 1	01/01/2048	20y	20y 6m	20y 6m	$29.45	295 SF	$8,686.28
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 3rd Floor - Terrace - 2	01/01/2050	20y	22y 6m	22y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 4th Floor - Terrace - 2	01/01/2047	20y	19y 6m	19y 6m	$29.45	70 SF	$2,061.15
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Yoga/Relax Terrace - 2nd Floor	01/01/2051	20y	23y 6m	23y 6m	$29.45	210 SF	$6,183.45

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Roof Terrace 1 - Main Roof Floor	01/01/2050	20y	22y 6m	22y 6m	$29.45	650 SF	$19,139.25
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Top Bulkhead Roof - Top Bulkhead Roof	01/01/2051	20y	23y 6m	23y 6m	$16.61	515 SF	$8,553.12
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Mech Roof 1 - Main Roof Floor	01/01/2048	20y	20y 6m	20y 6m	$16.61	625 SF	$10,380.00
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Stair Bulkhead Roof - Lower Bulkhead Roof Floor	01/01/2050	20y	22y 6m	22y 6m	$16.61	65 SF	$1,079.52
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Mech Roof - 2nd Floor	01/01/2047	20y	19y 6m	19y 6m	$16.61	475 SF	$7,888.80
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Bulkhead Roof - Lower Bulkhead Roof Floor	01/01/2049	20y	21y 6m	21y 6m	$16.61	620 SF	$10,296.96
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 3rd Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 23rd Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 4th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 6th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 15th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 7th Floor - Lawn Green Roof Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$69.11	25 LF	$1,727.65
Railings, Roof - Resecure/Paint as Required: 25th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 22nd Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 22nd Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 12th Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 18th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 24th floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 20th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$69.11	35 LF	$2,418.71

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Railings, Roof - Resecure/Paint as Required: 10th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 17th Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 18th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 23rd Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$69.11	40 LF	$2,764.24
Railings, Roof - Resecure/Paint as Required: Outdoor Terrace - 2nd Floor	01/01/2041	10y	13y 6m	13y 6m	$69.11	20 LF	$1,382.12
Railings, Roof - Resecure/Paint as Required: Private Terrace (Regular Roof) - 1st Floor	01/01/2038	10y	10y 6m	10y 6m	$69.11	75 LF	$5,182.95
Railings, Roof - Resecure/Paint as Required: Lounge Terrace - 1st Floor	01/01/2037	10y	9y 6m	9y 6m	$69.11	30 LF	$2,073.18
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 27th Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$69.11	70 LF	$4,837.42
Railings, Roof - Resecure/Paint as Required: 3rd Floor - Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: Amenity Terrace - Main Roof Floor	01/01/2041	10y	13y 6m	13y 6m	$69.11	30 LF	$2,073.18
Railings, Roof - Resecure/Paint as Required: Mech Roof - 2nd Floor	01/01/2040	10y	12y 6m	12y 6m	$69.11	50 LF	$3,455.30
Railings, Roof - Resecure/Paint as Required: Yoga/Relax Terrace - 2nd Floor	01/01/2040	10y	12y 6m	12y 6m	$69.11	40 LF	$2,764.24
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 6th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 4th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: Mech Roof 1 - Main Roof Floor	01/01/2041	10y	13y 6m	13y 6m	$69.11	70 LF	$4,837.42
Railings, Roof - Resecure/Paint as Required: Private Roof Terrace 1 - Main Roof Floor	01/01/2039	10y	11y 6m	11y 6m	$69.11	70 LF	$4,837.42
Railings, Roof - Resecure/Paint as Required: Private Roof Terrace 2 - Main Roof Floor	01/01/2040	10y	12y 6m	12y 6m	$69.11	45 LF	$3,109.77
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$69.11	25 LF	$1,727.65
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$69.11	40 LF	$2,764.24
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$69.11	25 LF	$1,727.65
Railings, Roof - Resecure/Paint as Required: Mech Roof 2 - Main Roof Floor	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 13th Floor - Terrace - 1	01/01/2040	10y	12y 6m	12y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 17th Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 13th Floor - Terrace - 2	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 1	01/01/2041	10y	13y 6m	13y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 7th Floor - Lawn Green Roof Terrace - 1	01/01/2038	10y	10y 6m	10y 6m	$69.11	25 LF	$1,727.65
Railings, Roof - Resecure/Paint as Required: 24th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$69.11	40 LF	$2,764.24
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 1	01/01/2037	10y	9y 6m	9y 6m	$69.11	10 LF	$691.06
Railings, Roof - Resecure/Paint as Required: 12th Floor - Terrace - 2	01/01/2039	10y	11y 6m	11y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 25th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$69.11	40 LF	$2,764.24
Railings, Roof - Resecure/Paint as Required: 20th Floor - Terrace - 2	01/01/2040	10y	12y 6m	12y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 2	01/01/2037	10y	9y 6m	9y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: Private Terrace (Green Lawn Roof) - 1st Floor	01/01/2039	10y	11y 6m	11y 6m	$69.11	LF	$0.00
Railings, Roof - Resecure/Paint as Required: 15th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 2	01/01/2038	10y	10y 6m	10y 6m	$69.11	35 LF	$2,418.71
Railings, Roof - Resecure/Paint as Required: 10th Floor - Terrace - 1	01/01/2039	10y	11y 6m	11y 6m	$69.11	35 LF	$2,418.71
Windows - Recondition (per tenant unit): Windows Part 1	01/01/2052	25y	24y 6m	24y 6m	$7,973.75	23 U	$183,396.34
Windows - Recondition (per tenant unit): Windows Part 2	01/01/2053	25y	25y 6m	25y 6m	$7,973.75	23 U	$183,396.34
Windows - Recondition (per tenant unit): Windows Part 3	01/01/2054	25y	26y 6m	26y 6m	$7,973.75	24 U	$191,370.10
Windows - Recondition (per tenant unit): Windows Part 4	01/01/2055	25y	27y 6m	27y 6m	$7,973.75	24 U	$191,370.10
							$1,776,744.51

Building Interior

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): Package Room - 1st Floor	01/01/2047	20y	19y 6m	19y 6m	$24.47	80 SF	$1,957.44
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd Floor - Corridor	01/01/2040	10y	12y 6m	12y 6m	$29.49	320 SF	$9,436.48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 1st Floor - Corridor	01/01/2038	10y	10y 6m	10y 6m	$29.49	335 SF	$9,878.82
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th Floor - Corridor	01/01/2038	10y	10y 6m	10y 6m	$29.49	320 SF	$9,436.48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th Floor - Corridor	01/01/2041	10y	13y 6m	13y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 19th Floor - Corridor	01/01/2041	10y	13y 6m	13y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 27th Floor - Corridor	01/01/2039	10y	11y 6m	11y 6m	$29.49	230 SF	$6,782.47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 25th Floor - Corridor	01/01/2037	10y	9y 6m	9y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 17th Floor - Corridor	01/01/2039	10y	11y 6m	11y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th Floor - Corridor	01/01/2037	10y	9y 6m	9y 6m	$29.49	320 SF	$9,436.48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 20th Floor - Corridor	01/01/2037	10y	9y 6m	9y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th Floor - Corridor	01/01/2040	10y	12y 6m	12y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd Floor - Corridor	01/01/2039	10y	11y 6m	11y 6m	$29.49	330 SF	$9,731.37
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 24th Floor - Corridor	01/01/2041	10y	13y 6m	13y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th Floor - Corridor	01/01/2039	10y	11y 6m	11y 6m	$29.49	350 SF	$10,321.15
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 26th Floor - Corridor	01/01/2038	10y	10y 6m	10y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 18th Floor - Corridor	01/01/2040	10y	12y 6m	12y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th Floor - Corridor	01/01/2039	10y	11y 6m	11y 6m	$29.49	355 SF	$10,468.60

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th Floor - Corridor	01/01/2038	10y	10y 6m	10y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Roof Floor - Corridor	01/01/2040	10y	12y 6m	12y 6m	$29.49	180 SF	$5,308.02
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th Floor - Corridor	01/01/2041	10y	13y 6m	13y 6m	$29.49	320 SF	$9,436.48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 23rd Floor - Corridor	01/01/2040	10y	12y 6m	12y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 21st Floor - Corridor	01/01/2038	10y	10y 6m	10y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 22nd Floor - Corridor	01/01/2039	10y	11y 6m	11y 6m	$29.49	240 SF	$7,077.36
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th Floor - Corridor	01/01/2040	10y	12y 6m	12y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th Floor - Corridor	01/01/2037	10y	9y 6m	9y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th Floor - Corridor	01/01/2038	10y	10y 6m	10y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar - Corridor	01/01/2037	10y	9y 6m	9y 6m	$29.49	480 SF	$14,154.72
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th Floor - Corridor	01/01/2037	10y	9y 6m	9y 6m	$29.49	355 SF	$10,468.60
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th Floor - Corridor	01/01/2041	10y	13y 6m	13y 6m	$29.49	355 SF	$10,468.60
Fluid-Applied Flooring - Sealant or Paint: BOH Stair Corridor 1 - Stair way transfer Floor	01/01/2043	15y	15y 6m	15y 6m	$1.37	150 SF	$205.50
Fluid-Applied Flooring - Sealant or Paint: BOH Corridor - 2nd Floor	01/01/2045	15y	17y 6m	17y 6m	$1.37	100 SF	$137.00
Fluid-Applied Flooring - Sealant or Paint: Compactor Room - Cellar	01/01/2045	15y	17y 6m	17y 6m	$1.37	220 SF	$301.40
Fluid-Applied Flooring - Sealant or Paint: Telecom Room - 2nd Floor	01/01/2042	15y	14y 6m	14y 6m	$1.37	80 SF	$109.60
Fluid-Applied Flooring - Sealant or Paint: Elevator Machine Room - Lower Bulkhead Roof Floor	01/01/2046	15y	18y 6m	18y 6m	$1.37	300 SF	$411.00
Fluid-Applied Flooring - Sealant or Paint: BOH Stair Corridor 2 - Stair way transfer Floor	01/01/2044	15y	16y 6m	16y 6m	$1.37	150 SF	$205.50
Fluid-Applied Flooring - Sealant or Paint: MEP Room - Mezzanine	01/01/2043	15y	15y 6m	15y 6m	$1.37	570 SF	$780.90
Fluid-Applied Flooring - Sealant or Paint: Panel Room - 2nd Floor	01/01/2044	15y	16y 6m	16y 6m	$1.37	50 SF	$68.50

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Fluid-Applied Flooring - Sealant or Paint: Domestic Water Room - Cellar	01/01/2045	15y	17y 6m	17y 6m	$1.37	115 SF	$157.55
Fluid-Applied Flooring - Sealant or Paint: Resident Storage Room - Cellar	01/01/2042	15y	14y 6m	14y 6m	$1.37	150 SF	$205.50
Fluid-Applied Flooring - Sealant or Paint: Water Room - Cellar	01/01/2046	15y	18y 6m	18y 6m	$1.37	400 SF	$548.00
Fluid-Applied Flooring - Sealant or Paint: Service Corridor - 1st Floor	01/01/2042	15y	14y 6m	14y 6m	$1.37	315 SF	$431.55
Fluid-Applied Flooring - Sealant or Paint: Mech Room - 2nd Floor	01/01/2043	15y	15y 6m	15y 6m	$1.37	185 SF	$253.45
Fluid-Applied Flooring - Sealant or Paint: Elec Room - Cellar	01/01/2042	15y	14y 6m	14y 6m	$1.37	300 SF	$411.00
Fluid-Applied Flooring - Sealant or Paint: Arcs Room - Cellar	01/01/2046	15y	18y 6m	18y 6m	$1.37	55 SF	$75.35
Fluid-Applied Flooring - Sealant or Paint: Bicycle Storage Room - Cellar	01/01/2043	15y	15y 6m	15y 6m	$1.37	540 SF	$739.80
Fluid-Applied Flooring - Sealant or Paint: HWH Room - Main Roof Floor	01/01/2045	15y	17y 6m	17y 6m	$1.37	150 SF	$205.50
Fluid-Applied Flooring - Sealant or Paint: Corridor - Mezzanine	01/01/2044	15y	16y 6m	16y 6m	$1.37	25 SF	$34.25
Fluid-Applied Flooring - Sealant or Paint: Gas Room - Cellar	01/01/2044	15y	16y 6m	16y 6m	$1.37	75 SF	$102.75
Fluid-Applied Flooring - Sealant or Paint: Meter Room - 2nd Floor	01/01/2046	15y	18y 6m	18y 6m	$1.37	175 SF	$239.75
Paint Stairs and Railings: Stair - B	01/01/2038	10y	10y 6m	10y 6m	$997.57	29 Flr	$28,929.56
Paint Stairs and Railings: Stair - A	01/01/2037	10y	9y 6m	9y 6m	$997.57	29 Flr	$28,929.56
Paint Walls and/or Ceiling: Yoga/meditation - 2nd Floor	01/01/2038	7y	10y 6m	10y 6m	$1.47	225 SF	$330.52
Paint Walls and/or Ceiling: Package Room - 1st Floor	01/01/2035	7y	7y 6m	7y 6m	$1.47	80 SF	$117.52
Paint Walls and/or Ceiling: Coworking Room - Cellar	01/01/2036	7y	8y 6m	8y 6m	$1.47	615 SF	$903.44
Paint Walls and/or Ceiling: Mail Room - 1st Floor	01/01/2034	7y	6y 6m	6y 6m	$1.47	150 SF	$220.35
Paint Walls and/or Ceiling: Relaxation Room - 2nd Floor	01/01/2034	7y	6y 6m	6y 6m	$1.47	290 SF	$426.01
Paint Walls and/or Ceiling: Co - ed Spa - 2nd Floor	01/01/2037	7y	9y 6m	9y 6m	$1.47	160 SF	$235.04
Paint Walls and/or Ceiling: Fitness Room - 2nd Floor	01/01/2036	7y	8y 6m	8y 6m	$1.47	1,360 SF	$1,997.84
Paint Walls and/or Ceiling: Lounge - 1st Floor	01/01/2038	7y	10y 6m	10y 6m	$1.47	440 SF	$646.36
Paint Walls and/or Ceiling: Billard's Room - Cellar	01/01/2035	7y	7y 6m	7y 6m	$1.47	870 SF	$1,278.03
Paint Walls and/or Ceiling: Main Lobby - 1st Floor	01/01/2037	7y	9y 6m	9y 6m	$1.47	1,130 SF	$1,659.97
Paint Walls and/or Ceiling: Conference Room - Cellar	01/01/2034	7y	6y 6m	6y 6m	$1.47	275 SF	$403.98
Paint Walls and/or Ceiling (BoH): Gas Room - Cellar	01/01/2039	10y	11y 6m	11y 6m	$1.05	515 SF	$541.78
Paint Walls and/or Ceiling (BoH): Elec Room - Cellar	01/01/2037	10y	9y 6m	9y 6m	$1.05	1,180 SF	$1,241.36
Paint Walls and/or Ceiling (BoH): Service Corridor - 1st Floor	01/01/2037	10y	9y 6m	9y 6m	$1.05	315 SF	$331.38

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Paint Walls and/or Ceiling (BoH): Telecom Room - 2nd Floor	01/01/2037	10y	9y 6m	9y 6m	$1.05	330 SF	$347.16
Paint Walls and/or Ceiling (BoH): BOH Corridor - 2nd Floor	01/01/2040	10y	12y 6m	12y 6m	$1.05	100 SF	$105.20
Paint Walls and/or Ceiling (BoH): Arcs Room - Cellar	01/01/2041	10y	13y 6m	13y 6m	$1.05	347.5 SF	$365.57
Paint Walls and/or Ceiling (BoH): Elevator Machine Room - Lower Bulkhead Roof Floor	01/01/2041	10y	13y 6m	13y 6m	$1.05	860 SF	$904.72
Paint Walls and/or Ceiling (BoH): Meter Room - 2nd Floor	01/01/2041	10y	13y 6m	13y 6m	$1.05	525 SF	$552.30
Paint Walls and/or Ceiling (BoH): Corridor - Mezzanine	01/01/2039	10y	11y 6m	11y 6m	$1.05	25 SF	$26.30
Paint Walls and/or Ceiling (BoH): Panel Room - 2nd Floor	01/01/2039	10y	11y 6m	11y 6m	$1.05	250 SF	$263.00
Paint Walls and/or Ceiling (BoH): BOH Stair Corridor 1 - Stair way transfer Floor	01/01/2038	10y	10y 6m	10y 6m	$1.05	150 SF	$157.80
Paint Walls and/or Ceiling (BoH): Water Room - Cellar	01/01/2041	10y	13y 6m	13y 6m	$1.05	1,665 SF	$1,751.58
Paint Walls and/or Ceiling (BoH): Resident Storage Room - Cellar	01/01/2037	10y	9y 6m	9y 6m	$1.05	637.5 SF	$670.65
Paint Walls and/or Ceiling (BoH): MEP Room - Mezzanine	01/01/2038	10y	10y 6m	10y 6m	$1.05	1,545 SF	$1,625.34
Paint Walls and/or Ceiling (BoH): HWH Room - Main Roof Floor	01/01/2040	10y	12y 6m	12y 6m	$1.05	590 SF	$620.68
Paint Walls and/or Ceiling (BoH): BOH Stair Corridor 2 - Stair way transfer Floor	01/01/2039	10y	11y 6m	11y 6m	$1.05	150 SF	$157.80
Paint Walls and/or Ceiling (BoH): Bicycle Storage Room - Cellar	01/01/2038	10y	10y 6m	10y 6m	$1.05	1,750 SF	$1,841.00
Paint Walls and/or Ceiling (BoH): Compactor Room - Cellar	01/01/2040	10y	12y 6m	12y 6m	$1.05	990 SF	$1,041.48
Paint Walls and/or Ceiling (BoH): Domestic Water Room - Cellar	01/01/2040	10y	12y 6m	12y 6m	$1.05	505 SF	$531.26
Paint Walls and/or Ceiling (BoH): Mech Room - 2nd Floor	01/01/2038	10y	10y 6m	10y 6m	$1.05	725 SF	$762.70
Terrazzo - Polish: Main Lobby - 1st Floor	01/01/2037	10y	9y 6m	9y 6m	$2.06	1,130 SF	$2,330.06
Terrazzo - Polish: Lounge - 1st Floor	01/01/2038	10y	10y 6m	10y 6m	$2.06	440 SF	$907.28
Terrazzo - Polish: Mail Room - 1st Floor	01/01/2039	10y	11y 6m	11y 6m	$2.06	150 SF	$309.30
Wall Covering, Vinyl, Medium Weight: Coworking Room - Cellar	01/01/2041	12y	13y 6m	13y 6m	$3.64	770 SF	$2,802.03
Wall Covering, Vinyl, Medium Weight: Main Lobby - 1st Floor	01/01/2042	12y	14y 6m	14y 6m	$3.64	2,437.5 SF	$8,870.06
Wall Covering, Vinyl, Medium Weight: Billard's Room - Cellar	01/01/2040	12y	12y 6m	12y 6m	$3.64	770 SF	$2,802.03
Wall Covering, Vinyl, Medium Weight: Package Room - 1st Floor	01/01/2040	12y	12y 6m	12y 6m	$3.64	390 SF	$1,419.21
Wall Covering, Vinyl, Medium Weight: Lounge - 1st Floor	01/01/2043	12y	15y 6m	15y 6m	$3.64	292.5 SF	$1,064.41
Wall Covering, Vinyl, Medium Weight: Co - ed Spa - 2nd Floor	01/01/2042	12y	14y 6m	14y 6m	$3.64	650 SF	$2,365.35
Wall Covering, Vinyl, Medium Weight: Conference Room - Cellar	01/01/2039	12y	11y 6m	11y 6m	$3.64	550 SF	$2,001.45

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Wall Covering, Vinyl, Medium Weight: Relaxation Room - 2nd Floor	01/01/2039	12y	11y 6m	11y 6m	$3.64	700 SF	$2,547.30
Wall Covering, Vinyl, Medium Weight: Mail Room - 1st Floor	01/01/2039	12y	11y 6m	11y 6m	$3.64	438.75 SF	$1,596.61
Wood Flooring - Engineered (Pergo, Laminate - Premium): Relaxation Room - 2nd Floor	01/01/2051	20y	23y 6m	23y 6m	$7.51	290 SF	$2,177.61
Wood Flooring - Engineered (Pergo, Laminate - Premium): Conference Room - Cellar	01/01/2047	20y	19y 6m	19y 6m	$7.51	275 SF	$2,064.98
Wood Flooring - Engineered (Pergo, Laminate - Premium): Coworking Room - Cellar	01/01/2049	20y	21y 6m	21y 6m	$7.51	615 SF	$4,618.04
Wood Flooring - Engineered (Pergo, Laminate - Premium): Billard's Room - Cellar	01/01/2048	20y	20y 6m	20y 6m	$7.51	870 SF	$6,532.83
Wood Flooring - Engineered (Pergo, Laminate - Premium): Yoga/ meditation - 2nd Floor	01/01/2050	20y	22y 6m	22y 6m	$7.51	225 SF	$1,689.52
Wood Flooring - Engineered (Pergo, Laminate - Premium): Fitness Room - 2nd Floor	01/01/2047	20y	19y 6m	19y 6m	$7.51	1,360 SF	$10,212.24
							$406,113.55
Mechanical							
Air-Source Heat Pump - 4-Ton: ACCU - EMR	01/01/2048	20y	20y 6m	20y 6m	$6,939.30	1 Ea	$6,939.30
Branch Controller - 8 Branches: Branch Controller Part 3	01/01/2049	20y	21y 6m	21y 6m	$8,399.02	8 Ea	$67,192.17
Branch Controller - 8 Branches: Branch Controller Part 2	01/01/2048	20y	20y 6m	20y 6m	$8,399.02	6 Ea	$50,394.13
Branch Controller - 8 Branches: Branch Controller Part 1	01/01/2047	20y	19y 6m	19y 6m	$8,399.02	6 Ea	$50,394.13
Branch Controller - 8 Branches: Branch Controller Part 4	01/01/2050	20y	22y 6m	22y 6m	$8,399.02	8 Ea	$67,192.17
DW - Cascade Water Module (Indoor Unit): WHCU	01/01/2043	15y	15y 6m	15y 6m	$21,924.63	5 Ea	$109,623.17
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-1	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-5	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-4	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-2	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
DW Packaged Booster Pumps, Triplex - (Rebuild): DB/C - 1	01/01/2047	20y	19y 6m	19y 6m	$13,564.58	1 Ea	$13,564.58
Energy Recovery Unit, Air-to-Air - 1,001 - 2,000 CFM: ERV - R - 3	01/01/2047	20y	19y 6m	19y 6m	$13,845.63	1 Ea	$13,845.63
Energy Recovery Unit, Air-to-Air - 2,001 - 4,000 CFM: ERV - R - 2	01/01/2048	20y	20y 6m	20y 6m	$16,298.35	1 Ea	$16,298.35
Energy Recovery Unit, Air-to-Air - 2,001 - 4,000 CFM: ERV - R - 4	01/01/2049	20y	21y 6m	21y 6m	$16,298.35	1 Ea	$16,298.35
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - C - 1	01/01/2048	20y	20y 6m	20y 6m	$11,675.70	1 Ea	$11,675.70

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - 2 - 1	01/01/2049	20y	21y 6m	21y 6m	$11,675.70	1 Ea	$11,675.70
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - R - 1	01/01/2050	20y	22y 6m	22y 6m	$11,675.70	1 Ea	$11,675.70
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - 1 - 1	01/01/2047	20y	19y 6m	19y 6m	$11,675.70	1 Ea	$11,675.70
Fans, Roof Mounted, Upblast - 5 H.P.: PSFP - R - 1	01/01/2047	20y	19y 6m	19y 6m	$7,781.05	1 Ea	$7,781.05
Fans, Roof Mounted, Upblast - 5 H.P.: PSFP - 1 - 1	01/01/2048	20y	20y 6m	20y 6m	$7,781.05	1 Ea	$7,781.05
Fire Pump/Jockey Pump, Electric - 500 GPM: FP/X - X	01/01/2047	20y	19y 6m	19y 6m	$40,328.17	1 Ea	$40,328.17
Generator, Gas - 300 kW (Rebuild)	01/01/2052	25y	24y 6m	24y 6m	$69,111.72	1 Ea	$69,111.72
Sewage Ejector Pump - Duplex: EJ/C - 1	01/01/2054	25y	26y 6m	26y 6m	$17,901.61	1 Ea	$17,901.61
Storage Tank, Domestic Hot Water - 250-Gal: WH3	01/01/2043	15y	15y 6m	15y 6m	$8,769.85	1 Ea	$8,769.85
Storage Tank, Domestic Hot Water - 250-Gal: ST - 1	01/01/2042	15y	14y 6m	14y 6m	$8,769.85	1 Ea	$8,769.85
Storm Pump - Simplex: SP/C - 1	01/01/2050	20y	22y 6m	22y 6m	$8,077.94	1 Ea	$8,077.94
Sump Pump - Simplex: ESP - 1/C - 1	01/01/2047	20y	19y 6m	19y 6m	$8,077.94	1 Ea	$8,077.94
Sump Pump - Simplex: ESP - 1/C - 2	01/01/2048	20y	20y 6m	20y 6m	$8,077.94	1 Ea	$8,077.94
VRF Fan Coil, Cassette - 0.75-Ton: AHU - 1 - 5	01/01/2043	15y	15y 6m	15y 6m	$4,162.55	1 Ea	$4,162.55
VRF Fan Coil, Cassette - 0.75-Ton: AHU - C - 4	01/01/2042	15y	14y 6m	14y 6m	$4,162.55	1 Ea	$4,162.55
VRF Fan Coil, Ceil Concealed - 0.5-Ton: AHU - 2 - 3	01/01/2047	20y	19y 6m	19y 6m	$4,382.18	1 Ea	$4,382.18
VRF Fan Coil, Ceil Concealed - 0.5-Ton: AHU - 2 - 4	01/01/2048	20y	20y 6m	20y 6m	$4,382.18	1 Ea	$4,382.18
VRF Fan Coil, Ceil Concealed - 1-Ton: AHU - C - 2	01/01/2047	20y	19y 6m	19y 6m	$4,072.85	1 Ea	$4,072.84
VRF Fan Coil, Ceil Concealed - 1.5-Ton: AHU - C - 3	01/01/2047	20y	19y 6m	19y 6m	$4,175.96	1 Ea	$4,175.96
VRF Fan Coil, Ceil Concealed - 1.5-Ton: AHU - 2 - 5	01/01/2048	20y	20y 6m	20y 6m	$4,175.96	1 Ea	$4,175.96
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 1 - 3	01/01/2049	20y	21y 6m	21y 6m	$4,150.18	1 Ea	$4,150.18
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 1 - 2	01/01/2048	20y	20y 6m	20y 6m	$4,150.18	1 Ea	$4,150.18
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 26 - B	01/01/2050	20y	22y 6m	22y 6m	$4,150.18	1 Ea	$4,150.18
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 27 - B	01/01/2051	20y	23y 6m	23y 6m	$4,150.18	1 Ea	$4,150.18
VRF Fan Coil, Ceil Concealed - 2.5-Ton: AHU - C - 1	01/01/2047	20y	19y 6m	19y 6m	$5,257.58	1 Ea	$5,257.58
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 2 - 1	01/01/2050	20y	22y 6m	22y 6m	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 1 - 1	01/01/2048	20y	20y 6m	20y 6m	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 1 - 4	01/01/2049	20y	21y 6m	21y 6m	$5,670.02	1 Ea	$5,670.02

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 2 - 2	01/01/2051	20y	23y 6m	23y 6m	$5,670.02	1 Ea	$5,670.02
VRF Fan Coil, Wall Mount - 2-Ton: AHU - EMR	01/01/2042	15y	14y 6m	14y 6m	$3,801.67	2 Ea	$7,603.33
VRF Outdoor Heat Pump - 3-Ton: ACCU - 3 - 1	01/01/2047	20y	19y 6m	19y 6m	$20,432.28	1 Ea	$20,432.28
VRF Outdoor Heat Pump - 6-Ton: ACCU - C - 1	01/01/2048	20y	20y 6m	20y 6m	$23,607.03	1 Ea	$23,607.03
VRF Outdoor Heat Pump - 8-Ton: ACCU - 1 - 1	01/01/2049	20y	21y 6m	21y 6m	$26,781.79	1 Ea	$26,781.79
VRF Outdoor Heat Pump - 10-Ton: ACCU - 11 - 1	01/01/2050	20y	22y 6m	22y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 26 - 1	01/01/2050	20y	22y 6m	22y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 14 - 1	01/01/2048	20y	20y 6m	20y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 8 - 1	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 27 - 1	01/01/2051	20y	23y 6m	23y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 17 - 1	01/01/2051	20y	23y 6m	23y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 15 - 1	01/01/2049	20y	21y 6m	21y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 20 - 1	01/01/2049	20y	21y 6m	21y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 13 - 1	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 12 - 1	01/01/2051	20y	23y 6m	23y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 24 - 1	01/01/2048	20y	20y 6m	20y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 22 - 1	01/01/2051	20y	23y 6m	23y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 9 - 1	01/01/2048	20y	20y 6m	20y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 25 - 1	01/01/2049	20y	21y 6m	21y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 23 - 1	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 6 - 1	01/01/2050	20y	22y 6m	22y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 4 - 1	01/01/2048	20y	20y 6m	20y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 18 - 1	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 5 - 1	01/01/2049	20y	21y 6m	21y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 7 - 1	01/01/2051	20y	23y 6m	23y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 16 - 1	01/01/2050	20y	22y 6m	22y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 19 - 1	01/01/2048	20y	20y 6m	20y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 2 - 2	01/01/2047	20y	19y 6m	19y 6m	$30,969.09	1 Ea	$30,969.09

LOCATION NAME	NEXT REPL	EST LIFE	ADJ LIFE	REM USEFUL LIFE	UNIT COST	QTY	CURRENT COST
VRF Outdoor Heat Pump - 10-Ton: ACCU - 10 - 1	01/01/2049	20y	21y 6m	21y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 10-Ton: ACCU - 21 - 1	01/01/2050	20y	22y 6m	22y 6m	$30,969.09	1 Ea	$30,969.09
VRF Outdoor Heat Pump - 14-Ton: ACCU - 2 - 1	01/01/2047	20y	19y 6m	19y 6m	$46,744.92	1 Ea	$46,744.92
							$1,740,447.46
Other							
Fire Alarm Panel	01/01/2042	15y	14y 6m	14y 6m	$10,311.00	1 Ea	$10,311.00
Fire Alarm System	01/01/2042	15y	14y 6m	14y 6m	$467.09	94 U	$43,906.27
Reserve Study Update (Allowance)	01/01/2030	3y	2y 6m	2y 6m	$7,733.25	1 Ea	$7,733.25
							$61,950.52

Expenditures

Expenditures

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
2027-28 (Year 1)					
2027-28 (Year 1) Total			**$0.00**		
2028-29 (Year 2)					
2028-29 (Year 2) Total			**$0.00**		
2029-30 (Year 3)					
Reserve Study Update (Allowance)	$8,477.43	1 Ea	$8,477.43	3y	2032-33
2029-30 (Year 3) Total			**$8,477.43**		
2030-31 (Year 4)					
2030-31 (Year 4) Total			**$0.00**		
2031-32 (Year 5)					
2031-32 (Year 5) Total			**$0.00**		
2032-33 (Year 6)					
Reserve Study Update (Allowance)	$9,293.23	1 Ea	$9,293.23	3y	2035-36
2032-33 (Year 6) Total			**$9,293.23**		
2033-34 (Year 7)					
Paint Walls and/or Ceiling: Conference Room - Cellar	$1.82	275 SF	$500.50	7y	2034-35
Paint Walls and/or Ceiling: Mail Room - 1st Floor	$1.82	150 SF	$273.00	7y	2034-35
Paint Walls and/or Ceiling: Relaxation Room - 2nd Floor	$1.82	290 SF	$527.80	7y	2034-35
2033-34 (Year 7) Total			**$1,301.30**		
2034-35 (Year 8)					
Paint Walls and/or Ceiling: Billard's Room - Cellar	$1.88	870 SF	$1,632.99	7y	2035-36
Paint Walls and/or Ceiling: Package Room - 1st Floor	$1.88	80 SF	$150.16	7y	2035-36

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
2034-35 (Year 8) Total			**$1,783.15**		
2035-36 (Year 9)					
Paint Walls and/or Ceiling: Coworking Room - Cellar	$1.94	615 SF	$1,190.02	7y	2036-37
Paint Walls and/or Ceiling: Fitness Room - 2nd Floor	$1.94	1,360 SF	$2,631.60	7y	2036-37
Reserve Study Update (Allowance)	$10,187.54	1 Ea	$10,187.54	3y	2038-39
2035-36 (Year 9) Total			**$14,009.16**		
2036-37 (Year 10)					
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 13th Floor - Balconies	$2,310.96	3 Ea	$6,932.88	10y	2037-38
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 18th Floor - Balconies	$2,310.96	3 Ea	$6,932.88	10y	2037-38
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 23rd Floor - Balconies	$2,310.96	3 Ea	$6,932.88	10y	2037-38
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 3rd Floor - Balconies	$2,310.96	2 Ea	$4,621.92	10y	2037-38
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 8th Floor - Balconies	$2,310.96	3 Ea	$6,932.88	10y	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th Floor - Corridor	$40.06	355 SF	$14,219.88	10y	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th Floor - Corridor	$40.06	355 SF	$14,219.88	10y	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 20th Floor - Corridor	$40.06	240 SF	$9,613.44	10y	2037-38

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 25th Floor - Corridor	$40.06	240 SF	$9,613.44	10y	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th Floor - Corridor	$40.06	320 SF	$12,817.92	10y	2037-38
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar - Corridor	$40.06	480 SF	$19,226.88	10y	2037-38
FF&E, Landscaping, Roof Deck/Terrace/ etc.: Amenity Terrace - Main Roof Floor	$21,008.74	1 LS	$21,008.74	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 1	$21.89	70 LF	$1,532.30	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 2	$21.89	75 LF	$1,641.75	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 1	$21.89	70 LF	$1,532.30	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 2	$21.89	75 LF	$1,641.75	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 1	$21.89	70 LF	$1,532.30	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 2	$21.89	75 LF	$1,641.75	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 1	$21.89	80 LF	$1,751.20	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 1	$21.89	35 LF	$766.15	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 1	$21.89	90 LF	$1,970.10	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 2	$21.89	75 LF	$1,641.75	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof - Lower Bulkhead Roof Floor	$21.89	100 LF	$2,189.00	10y	2037-38

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: Lounge Terrace - 1st Floor	$21.89	60 LF	$1,313.40	10y	2037-38
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 2 - Main Roof Floor	$21.89	65 LF	$1,422.85	10y	2037-38
Paint Stairs and Railings: Stair - A	$1,355.04	29 Flr	$39,296.13	10y	2037-38
Paint Walls and/or Ceiling (BoH): Elec Room - Cellar	$1.43	1,180 SF	$1,686.22	10y	2037-38
Paint Walls and/or Ceiling (BoH): Resident Storage Room - Cellar	$1.43	637.5 SF	$910.99	10y	2037-38
Paint Walls and/or Ceiling (BoH): Service Corridor - 1st Floor	$1.43	315 SF	$450.14	10y	2037-38
Paint Walls and/or Ceiling (BoH): Telecom Room - 2nd Floor	$1.43	330 SF	$471.57	10y	2037-38
Paint Walls and/or Ceiling: Co - ed Spa - 2nd Floor	$2.00	160 SF	$319.20	7y	2037-38
Paint Walls and/or Ceiling: Main Lobby - 1st Floor	$2.00	1,130 SF	$2,254.35	7y	2037-38
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 2	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 1	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 2	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 1	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 2	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 24th Floor - Terrace - 1	$93.87	40 LF	$3,754.76	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 2	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 1	$93.87	10 LF	$938.69	10y	2037-38

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 1	$93.87	25 LF	$2,346.72	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 2	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 1	$93.87	35 LF	$3,285.42	10y	2037-38
Railings, Roof - Resecure/Paint as Required: Lounge Terrace - 1st Floor	$93.87	30 LF	$2,816.07	10y	2037-38
Railings, Roof - Resecure/Paint as Required: Mech Roof 2 - Main Roof Floor	$93.87	35 LF	$3,285.42	10y	2037-38
Terrazzo - Polish: Main Lobby - 1st Floor	$2.80	1,130 SF	$3,165.13	10y	2037-38
2036-37 (Year 10) Total			**$241,628.97**		
2037-38 (Year 11)					
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 14th Floor - Balconies	$2,382.83	3 Ea	$7,148.50	10y	2038-39
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 19th Floor - Balconies	$2,382.83	3 Ea	$7,148.50	10y	2038-39
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 24th Floor - Balconies	$2,382.83	3 Ea	$7,148.50	10y	2038-39
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 4th Floor - Balconies	$2,382.83	2 Ea	$4,765.66	10y	2038-39
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 9th Floor - Balconies	$2,382.83	3 Ea	$7,148.50	10y	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th Floor - Corridor	$41.30	355 SF	$14,662.21	10y	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th Floor - Corridor	$41.30	355 SF	$14,662.21	10y	2038-39

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 1st Floor - Corridor	$41.30	335 SF	$13,836.17	10y	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 21st Floor - Corridor	$41.30	240 SF	$9,912.48	10y	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 26th Floor - Corridor	$41.30	240 SF	$9,912.48	10y	2038-39
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th Floor - Corridor	$41.30	320 SF	$13,216.64	10y	2038-39
FF&E, Landscaping, Roof Deck/Terrace/ etc.: Outdoor Terrace - 2nd Floor	$21,662.11	1 LS	$21,662.11	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 2	$22.57	75 LF	$1,692.75	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 13th Floor - Terrace - 1	$22.57	70 LF	$1,579.90	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 2	$22.57	75 LF	$1,692.75	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 18th Floor - Terrace - 1	$22.57	70 LF	$1,579.90	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 2	$22.57	75 LF	$1,692.75	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 23rd Floor - Terrace - 1	$22.57	80 LF	$1,805.60	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 2	$22.57	60 LF	$1,354.20	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 3rd Floor - Terrace - 1	$22.57	35 LF	$789.95	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 2	$22.57	35 LF	$789.95	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 2	$22.57	90 LF	$2,031.30	10y	2038-39

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Lawn Green Roof Terrace - 1	$22.57	90 LF	$2,031.30	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: Private Terrace (Regular Roof) - 1st Floor	$22.57	90 LF	$2,031.30	10y	2038-39
Flashings and Sealants, Parapets/Roof Edges: Stair Bulkhead Roof - Lower Bulkhead Roof Floor	$22.57	40 LF	$902.80	10y	2038-39
Paint Stairs and Railings: Stair - B	$1,397.18	29 Flr	$40,518.22	10y	2046-47
Paint Walls and/or Ceiling (BoH): Bicycle Storage Room - Cellar	$1.47	1,750 SF	$2,577.75	10y	2038-39
Paint Walls and/or Ceiling (BoH): BOH Stair Corridor 1 - Stair way transfer Floor	$1.47	150 SF	$220.95	10y	2038-39
Paint Walls and/or Ceiling (BoH): Mech Room - 2nd Floor	$1.47	725 SF	$1,067.92	10y	2038-39
Paint Walls and/or Ceiling (BoH): MEP Room - Mezzanine	$1.47	1,545 SF	$2,275.78	10y	2038-39
Paint Walls and/or Ceiling: Lounge - 1st Floor	$2.06	440 SF	$905.08	7y	2040-41
Paint Walls and/or Ceiling: Yoga/meditation - 2nd Floor	$2.06	225 SF	$462.82	7y	2040-41
Railings, Roof - Resecure/Paint as Required: 12th Floor - Terrace - 1	$96.79	35 LF	$3,387.62	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 2	$96.79	35 LF	$3,387.62	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 17th Floor - Terrace - 1	$96.79	35 LF	$3,387.62	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 2	$96.79	35 LF	$3,387.62	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 22nd Floor - Terrace - 1	$96.79	35 LF	$3,387.62	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 24th floor - Terrace - 2	$96.79	35 LF	$3,387.62	10y	2038-39

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 27th Floor - Terrace - 1	$96.79	70 LF	$6,775.23	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 3rd Floor - Terrace - 1	$96.79	10 LF	$967.89	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 2	$96.79	10 LF	$967.89	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 2	$96.79	25 LF	$2,419.72	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 7th Floor - Lawn Green Roof Terrace - 1	$96.79	25 LF	$2,419.72	10y	2038-39
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 2	$96.79	35 LF	$3,387.62	10y	2038-39
Railings, Roof - Resecure/Paint as Required: Private Terrace (Regular Roof) - 1st Floor	$96.79	75 LF	$7,259.18	10y	2038-39
Terrazzo - Polish: Lounge - 1st Floor	$2.89	440 SF	$1,270.72	10y	2038-39
2037-38 (Year 11) Total			**$245,020.62**		
2038-39 (Year 12)					
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 10th Floor - Balconies	$2,456.94	3 Ea	$7,370.81	10y	2039-40
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 15th Floor - Balconies	$2,456.94	3 Ea	$7,370.81	10y	2039-40
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 20th Floor - Balconies	$2,456.94	3 Ea	$7,370.81	10y	2039-40
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 25th Floor - Balconies	$2,456.94	3 Ea	$7,370.81	10y	2039-40
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 5th Floor - Balconies	$2,456.94	2 Ea	$4,913.88	10y	2039-40

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th Floor - Corridor	$42.59	355 SF	$15,118.03	10y	2039-40
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 17th Floor - Corridor	$42.59	355 SF	$15,118.03	10y	2039-40
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 22nd Floor - Corridor	$42.59	240 SF	$10,220.64	10y	2039-40
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 27th Floor - Corridor	$42.59	230 SF	$9,794.78	10y	2039-40
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd Floor - Corridor	$42.59	330 SF	$14,053.38	10y	2039-40
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th Floor - Corridor	$42.59	350 SF	$14,905.10	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 11th Floor - Terrace - 1	$23.27	70 LF	$1,629.04	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 13th Floor - Terrace - 2	$23.27	75 LF	$1,745.40	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 16th Floor - Terrace - 1	$23.27	70 LF	$1,629.04	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 18th Floor - Terrace - 2	$23.27	75 LF	$1,745.40	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 21st Floor - Terrace - 1	$23.27	70 LF	$1,629.04	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 23rd Floor - Terrace - 2	$23.27	60 LF	$1,396.32	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 26th Floor - Terrace - 1	$23.27	80 LF	$1,861.76	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 3rd Floor - Terrace - 2	$23.27	35 LF	$814.52	10y	2039-40

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 6th Floor - Terrace - 1	$23.27	35 LF	$814.52	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Lawn Green Roof Terrace - 2	$23.27	90 LF	$2,094.48	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: Private Roof Terrace 1 - Main Roof Floor	$23.27	100 LF	$2,327.20	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: Private Terrace (Green Lawn Roof) - 1st Floor	$23.27	60 LF	$1,396.32	10y	2039-40
Flashings and Sealants, Parapets/Roof Edges: Top Bulkhead Roof - Top Bulkhead Roof	$23.27	100 LF	$2,327.20	10y	2039-40
Paint Walls and/or Ceiling (BoH): BOH Stair Corridor 2 - Stair way transfer Floor	$1.52	150 SF	$227.85	10y	2039-40
Paint Walls and/or Ceiling (BoH): Corridor - Mezzanine	$1.52	25 SF	$37.98	10y	2039-40
Paint Walls and/or Ceiling (BoH): Gas Room - Cellar	$1.52	515 SF	$782.28	10y	2039-40
Paint Walls and/or Ceiling (BoH): Panel Room - 2nd Floor	$1.52	250 SF	$379.75	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 10th Floor - Terrace - 1	$99.80	35 LF	$3,492.96	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 12th Floor - Terrace - 2	$99.80	35 LF	$3,492.96	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 15th Floor - Terrace - 1	$99.80	35 LF	$3,492.96	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 17th Floor - Terrace - 2	$99.80	35 LF	$3,492.96	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 20th Floor - Terrace - 1	$99.80	35 LF	$3,492.96	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 22nd Floor - Terrace - 2	$99.80	35 LF	$3,492.96	10y	2039-40

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 25th Floor - Terrace - 1	$99.80	40 LF	$3,991.96	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 3rd Floor - Terrace - 2	$99.80	10 LF	$997.99	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 6th Floor - Terrace - 1	$99.80	10 LF	$997.99	10y	2039-40
Railings, Roof - Resecure/Paint as Required: 7th Floor - Lawn Green Roof Terrace - 2	$99.80	25 LF	$2,494.98	10y	2039-40
Railings, Roof - Resecure/Paint as Required: Private Roof Terrace 1 - Main Roof Floor	$99.80	70 LF	$6,985.93	10y	2039-40
Reserve Study Update (Allowance)	$11,167.90	1 Ea	$11,167.90	3y	2041-42
Terrazzo - Polish: Mail Room - 1st Floor	$2.98	150 SF	$446.70	10y	2046-47
Wall Covering, Vinyl, Medium Weight: Conference Room - Cellar	$5.26	550 SF	$2,890.25	12y	2039-40
Wall Covering, Vinyl, Medium Weight: Mail Room - 1st Floor	$5.26	438.75 SF	$2,305.63	12y	2039-40
Wall Covering, Vinyl, Medium Weight: Relaxation Room - 2nd Floor	$5.26	700 SF	$3,678.50	12y	2039-40
2038-39 (Year 12) Total			**$193,360.77**		
2039-40 (Year 13)					
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 11th Floor - Balconies	$2,533.35	3 Ea	$7,600.05	10y	2040-41
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 16th Floor - Balconies	$2,533.35	3 Ea	$7,600.05	10y	2040-41
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 21st Floor - Balconies	$2,533.35	3 Ea	$7,600.05	10y	2040-41
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 26th Floor - Balconies	$2,533.35	3 Ea	$7,600.05	10y	2040-41

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 6th Floor - Balconies	$2,533.35	2 Ea	$5,066.70	10y	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th Floor - Corridor	$43.91	355 SF	$15,588.40	10y	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 18th Floor - Corridor	$43.91	240 SF	$10,538.64	10y	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 23rd Floor - Corridor	$43.91	240 SF	$10,538.64	10y	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd Floor - Corridor	$43.91	320 SF	$14,051.52	10y	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th Floor - Corridor	$43.91	355 SF	$15,588.40	10y	2040-41
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Roof Floor - Corridor	$43.91	180 SF	$7,903.98	10y	2040-41
FF&E, Outdoor Garden Patio: Outdoor Garden Patio - Cellar	$7,676.81	1 LS	$7,676.81	10y	2049-50
FF&E, Roof Deck, Furnishings: Amenity Terrace - Main Roof Floor	$15,353.63	1 LS	$15,353.63	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 11th Floor - Terrace - 2	$24.00	75 LF	$1,799.70	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 14th Floor - Terrace - 1	$24.00	70 LF	$1,679.72	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 16th Floor - Terrace - 2	$24.00	75 LF	$1,799.70	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 19th Floor - Terrace - 1	$24.00	70 LF	$1,679.72	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 21st Floor - Terrace - 2	$24.00	75 LF	$1,799.70	10y	2040-41

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 24th Floor - Terrace - 1	$24.00	80 LF	$1,919.68	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 26th Floor - Terrace - 2	$24.00	60 LF	$1,439.76	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 4th Floor - Terrace - 1	$24.00	35 LF	$839.86	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 6th Floor - Terrace - 2	$24.00	35 LF	$839.86	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: 9th Floor - Terrace - 1	$24.00	70 LF	$1,679.72	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: Mech Roof - 2nd Floor	$24.00	90 LF	$2,159.64	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: Private Roof Terrace 2 - Main Roof Floor	$24.00	100 LF	$2,399.60	10y	2040-41
Flashings and Sealants, Parapets/Roof Edges: Yoga/Relax Terrace - 2nd Floor	$24.00	65 LF	$1,559.74	10y	2040-41
Paint Walls and/or Ceiling (BoH): BOH Corridor - 2nd Floor	$1.57	100 SF	$156.60	10y	2040-41
Paint Walls and/or Ceiling (BoH): Compactor Room - Cellar	$1.57	990 SF	$1,550.34	10y	2040-41
Paint Walls and/or Ceiling (BoH): Domestic Water Room - Cellar	$1.57	505 SF	$790.83	10y	2040-41
Paint Walls and/or Ceiling (BoH): HWH Room - Main Roof Floor	$1.57	590 SF	$923.94	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 10th Floor - Terrace - 2	$102.90	35 LF	$3,601.60	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 13th Floor - Terrace - 1	$102.90	35 LF	$3,601.60	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 15th Floor - Terrace - 2	$102.90	35 LF	$3,601.60	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 18th Floor - Terrace - 1	$102.90	35 LF	$3,601.60	10y	2040-41

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 20th Floor - Terrace - 2	$102.90	35 LF	$3,601.60	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 23rd Floor - Terrace - 1	$102.90	40 LF	$4,116.12	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 25th Floor - Terrace - 2	$102.90	35 LF	$3,601.60	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 4th Floor - Terrace - 1	$102.90	10 LF	$1,029.03	10y	2040-41
Railings, Roof - Resecure/Paint as Required: 6th Floor - Terrace - 2	$102.90	10 LF	$1,029.03	10y	2040-41
Railings, Roof - Resecure/Paint as Required: Mech Roof - 2nd Floor	$102.90	50 LF	$5,145.15	10y	2040-41
Railings, Roof - Resecure/Paint as Required: Private Roof Terrace 2 - Main Roof Floor	$102.90	45 LF	$4,630.64	10y	2040-41
Railings, Roof - Resecure/Paint as Required: Yoga/Relax Terrace - 2nd Floor	$102.90	40 LF	$4,116.12	10y	2040-41
Wall Covering, Vinyl, Medium Weight: Billard's Room - Cellar	$5.42	770 SF	$4,172.63	12y	2040-41
Wall Covering, Vinyl, Medium Weight: Package Room - 1st Floor	$5.42	390 SF	$2,113.41	12y	2040-41
2039-40 (Year 13) Total			**$205,686.76**		
2040-41 (Year 14)					
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 12th Floor - Balconies	$2,612.14	3 Ea	$7,836.41	10y	2046-47
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 17th Floor - Balconies	$2,612.14	3 Ea	$7,836.41	10y	2046-47
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 22nd Floor - Balconies	$2,612.14	3 Ea	$7,836.41	10y	2046-47
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 27th Floor - Balconies	$2,612.14	3 Ea	$7,836.41	10y	2046-47

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 7th Floor - Balconies	$2,612.14	2 Ea	$5,224.27	10y	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th Floor - Corridor	$45.28	355 SF	$16,072.98	10y	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 19th Floor - Corridor	$45.28	240 SF	$10,866.24	10y	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 24th Floor - Corridor	$45.28	240 SF	$10,866.24	10y	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th Floor - Corridor	$45.28	320 SF	$14,488.32	10y	2046-47
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th Floor - Corridor	$45.28	355 SF	$16,072.98	10y	2046-47
FF&E, Billiards Room: Billard's Room - Cellar	$73.46	870 SF	$63,906.72	10y	2050-51
FF&E, Lobby: Main Lobby - 1st Floor	$35.91	1,130 SF	$40,580.56	12y	2052-53
FF&E, Roof Deck, Furnishings: Outdoor Terrace - 2nd Floor	$15,831.13	1 LS	$15,831.13	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 1	$24.74	70 LF	$1,731.94	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 14th Floor - Terrace - 2	$24.74	75 LF	$1,855.65	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 1	$24.74	70 LF	$1,731.94	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 19th Floor - Terrace - 2	$24.74	75 LF	$1,855.65	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 1	$24.74	70 LF	$1,731.94	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 24th floor - Terrace - 2	$24.74	60 LF	$1,484.52	10y	2046-47

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 27th Floor - Terrace - 1	$24.74	135 LF	$3,340.17	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 4th Floor - Terrace - 2	$24.74	35 LF	$865.97	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 1	$24.74	70 LF	$1,731.94	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: 9th Floor - Terrace - 2	$24.74	75 LF	$1,855.65	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: Amenity Terrace - Main Roof Floor	$24.74	100 LF	$2,474.20	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 1 - Main Roof Floor	$24.74	130 LF	$3,216.46	10y	2046-47
Flashings and Sealants, Parapets/Roof Edges: Outdoor Terrace - 2nd Floor	$24.74	100 LF	$2,474.20	10y	2046-47
Paint Walls and/or Ceiling (BoH): Arcs Room - Cellar	$1.62	347.5 SF	$561.21	10y	2046-47
Paint Walls and/or Ceiling (BoH): Elevator Machine Room - Lower Bulkhead Roof Floor	$1.62	860 SF	$1,388.90	10y	2046-47
Paint Walls and/or Ceiling (BoH): Meter Room - 2nd Floor	$1.62	525 SF	$847.88	10y	2046-47
Paint Walls and/or Ceiling (BoH): Water Room - Cellar	$1.62	1,665 SF	$2,688.98	10y	2046-47
Paint Walls and/or Ceiling: Conference Room - Cellar	$2.26	275 SF	$620.12	7y	2041-42
Paint Walls and/or Ceiling: Mail Room - 1st Floor	$2.26	150 SF	$338.25	7y	2041-42
Paint Walls and/or Ceiling: Relaxation Room - 2nd Floor	$2.26	290 SF	$653.95	7y	2041-42
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 1	$106.10	35 LF	$3,713.60	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 13th Floor - Terrace - 2	$106.10	35 LF	$3,713.60	10y	2046-47

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 1	$106.10	35 LF	$3,713.60	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 18th Floor - Terrace - 2	$106.10	35 LF	$3,713.60	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 1	$106.10	35 LF	$3,713.60	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 23rd Floor - Terrace - 2	$106.10	35 LF	$3,713.60	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 1	$106.10	40 LF	$4,244.12	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 4th Floor - Terrace - 2	$106.10	10 LF	$1,061.03	10y	2046-47
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 1	$106.10	35 LF	$3,713.60	10y	2046-47
Railings, Roof - Resecure/Paint as Required: Amenity Terrace - Main Roof Floor	$106.10	30 LF	$3,183.09	10y	2046-47
Railings, Roof - Resecure/Paint as Required: Mech Roof 1 - Main Roof Floor	$106.10	70 LF	$7,427.21	10y	2046-47
Railings, Roof - Resecure/Paint as Required: Outdoor Terrace - 2nd Floor	$106.10	20 LF	$2,122.06	10y	2046-47
Wall Covering, Vinyl, Medium Weight: Coworking Room - Cellar	$5.59	770 SF	$4,301.99	12y	2041-42
2040-41 (Year 14) Total			**$307,039.30**		
2041-42 (Year 15)					
Exterior Caulking and Sealants	$6.99	14,580 LF	$101,855.88	10y	2051-52
Façade Repairs (Allowance)	$285,660.79	1 LS	$285,660.79	10y	2051-52
FF&E, Pet Spa	$16,323.47	1 LS	$16,323.47	15y	2056-57
Fire Alarm Panel	$16,323.47	1 Ea	$16,323.47	15y	2056-57
Fire Alarm System	$739.45	94 U	$69,508.58	15y	2056-57

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fluid-Applied Flooring - Sealant or Paint: Elec Room - Cellar	$2.17	300 SF	$650.70	15y	2042-43
Fluid-Applied Flooring - Sealant or Paint: Resident Storage Room - Cellar	$2.17	150 SF	$325.35	15y	2042-43
Fluid-Applied Flooring - Sealant or Paint: Service Corridor - 1st Floor	$2.17	315 SF	$683.24	15y	2042-43
Fluid-Applied Flooring - Sealant or Paint: Telecom Room - 2nd Floor	$2.17	80 SF	$173.52	15y	2042-43
Intercom System, Master Door, Video Type	$13,295.47	1 Ea	$13,295.47	15y	2056-57
Locker Rooms/Showers, Resident (Allowance): Spa - 2nd Floor	$36,727.82	1 LS	$36,727.82	15y	2056-57
Paint Walls and/or Ceiling: Billard's Room - Cellar	$2.33	870 SF	$2,023.62	7y	2042-43
Paint Walls and/or Ceiling: Package Room - 1st Floor	$2.33	80 SF	$186.08	7y	2042-43
Reserve Study Update (Allowance)	$12,242.60	1 Ea	$12,242.60	3y	2044-45
Sauna, Custom - 61-150 S.F. (Allowance): Dry Sauna - 2nd Floor	$56,315.98	1 Ea	$56,315.98	15y	2056-57
Security, Cameras & Monitoring System	$840.66	15	$12,609.87	15y	2056-57
Security, Key FOB System (Allowance)	$7,672.03	1 LS	$7,672.03	15y	2056-57
Storage Tank, Domestic Hot Water - 250-Gal: ST - 1	$13,883.67	1 Ea	$13,883.67	15y	2042-43
VRF Fan Coil, Cassette - 0.75-Ton: AHU - C - 4	$6,589.79	1 Ea	$6,589.79	15y	2042-43
VRF Fan Coil, Wall Mount - 2-Ton: AHU - EMR	$6,018.47	2 Ea	$12,036.93	15y	2056-57
Wall Covering, Vinyl, Medium Weight: Co - ed Spa - 2nd Floor	$5.76	650 SF	$3,744.65	12y	2042-43
Wall Covering, Vinyl, Medium Weight: Main Lobby - 1st Floor	$5.76	2,437.5 SF	$14,042.44	12y	2042-43
2041-42 (Year 15) Total			**$682,875.95**		

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
2042-43 (Year 16)					
Common Area Restroom (Allowance): Spa - 2nd Floor	$8,947.16	1 Ea	$8,947.16	15y	2048-49
DW - Cascade Water Module (Indoor Unit): WHCU	$35,788.62	5 Ea	$178,943.10	15y	N/A
FF&E, Co-working Room: Coworking Room - Cellar	$37.03	900 SF	$33,325.20	15y	N/A
FF&E, Steam Room: Steam room - 2nd Floor	$16,831.13	1 LS	$16,831.13	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Bicycle Storage Room - Cellar	$2.24	540 SF	$1,207.44	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: BOH Stair Corridor 1 - Stair way transfer Floor	$2.24	150 SF	$335.40	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: Mech Room - 2nd Floor	$2.24	185 SF	$413.66	15y	2043-44
Fluid-Applied Flooring - Sealant or Paint: MEP Room - Mezzanine	$2.24	570 SF	$1,274.52	15y	2043-44
Paint Walls and/or Ceiling: Coworking Room - Cellar	$2.40	615 SF	$1,474.77	7y	2043-44
Paint Walls and/or Ceiling: Fitness Room - 2nd Floor	$2.40	1,360 SF	$3,261.28	7y	2043-44
Storage Tank, Domestic Hot Water - 250-Gal: WH3	$14,315.45	1 Ea	$14,315.45	15y	2056-57
VRF Fan Coil, Cassette - 0.75-Ton: AHU - 1 - 5	$6,794.73	1 Ea	$6,794.73	15y	2056-57
Wall Covering, Vinyl, Medium Weight: Lounge - 1st Floor	$5.94	292.5 SF	$1,737.45	12y	2050-51
2042-43 (Year 16) Total			**$268,861.29**		
2043-44 (Year 17)					
FF&E, Cold Plunge: Co - ed Spa - 2nd Floor	$17,354.58	1 LS	$17,354.58	15y	N/A
FF&E, Lounge: Lounge - 1st Floor	$84.10	440 SF	$37,005.32	15y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Fluid-Applied Flooring - Sealant or Paint: BOH Stair Corridor 2 - Stair way transfer Floor	$2.31	150 SF	$345.90	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: Corridor - Mezzanine	$2.31	25 SF	$57.65	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: Gas Room - Cellar	$2.31	75 SF	$172.95	15y	2044-45
Fluid-Applied Flooring - Sealant or Paint: Panel Room - 2nd Floor	$2.31	50 SF	$115.30	15y	2044-45
Paint Walls and/or Ceiling: Co - ed Spa - 2nd Floor	$2.47	160 SF	$395.52	7y	2044-45
Paint Walls and/or Ceiling: Main Lobby - 1st Floor	$2.47	1,130 SF	$2,793.36	7y	2044-45
2043-44 (Year 17) Total			**$58,240.58**		
2044-45 (Year 18)					
FF&E, Fitness Equipment, Cardio: Fitness Room - 2nd Floor	$8,947.15	7 PC	$62,630.08	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: BOH Corridor - 2nd Floor	$2.38	100 SF	$237.80	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: Compactor Room - Cellar	$2.38	220 SF	$523.16	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: Domestic Water Room - Cellar	$2.38	115 SF	$273.47	15y	2045-46
Fluid-Applied Flooring - Sealant or Paint: HWH Room - Main Roof Floor	$2.38	150 SF	$356.70	15y	2045-46
Paint Walls and/or Ceiling: Lounge - 1st Floor	$2.55	440 SF	$1,121.56	7y	2047-48
Paint Walls and/or Ceiling: Yoga/meditation - 2nd Floor	$2.55	225 SF	$573.52	7y	2047-48
Reserve Study Update (Allowance)	$13,420.73	1 Ea	$13,420.73	3y	2047-48
2044-45 (Year 18) Total			**$79,137.02**		
2045-46 (Year 19)					

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
FF&E, Fitness Equipment, Strength: Fitness Room - 2nd Floor	$4,612.71	7 PC	$32,288.94	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Arcs Room - Cellar	$2.45	55 SF	$134.86	15y	2056-57
Fluid-Applied Flooring - Sealant or Paint: Elevator Machine Room - Lower Bulkhead Roof Floor	$2.45	300 SF	$735.60	15y	2056-57
Fluid-Applied Flooring - Sealant or Paint: Meter Room - 2nd Floor	$2.45	175 SF	$429.10	15y	2056-57
Fluid-Applied Flooring - Sealant or Paint: Water Room - Cellar	$2.45	400 SF	$980.80	15y	2056-57
2045-46 (Year 19) Total			**$34,569.30**		
2046-47 (Year 20)					
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 11th Floor - Terrace - 2	$54.33	185 SF	$10,050.68	20y	2047-48
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 14th Floor - Terrace - 1	$54.33	195 SF	$10,593.96	20y	2047-48
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 16th Floor - Terrace - 2	$54.33	185 SF	$10,050.68	20y	2047-48
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 19th Floor - Terrace - 1	$54.33	195 SF	$10,593.96	20y	2047-48
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 21st Floor - Terrace - 2	$54.33	185 SF	$10,050.68	20y	2047-48
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 24th Floor - Terrace - 1	$54.33	210 SF	$11,408.88	20y	2047-48
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 26th Floor - Terrace - 2	$54.33	140 SF	$7,605.92	20y	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 9th Floor - Terrace - 1	$54.33	195 SF	$10,593.96	20y	2047-48
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 13th Floor - Balconies	$3,139.07	3 Ea	$9,417.20	10y	2047-48
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 18th Floor - Balconies	$3,139.07	3 Ea	$9,417.20	10y	2047-48
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 23rd Floor - Balconies	$3,139.07	3 Ea	$9,417.20	10y	2047-48
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 3rd Floor - Balconies	$3,139.07	2 Ea	$6,278.13	10y	2047-48
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 8th Floor - Balconies	$3,139.07	3 Ea	$9,417.20	10y	2047-48
Branch Controller - 8 Branches: Branch Controller Part 1	$15,496.89	6 Ea	$92,981.31	20y	2047-48
Ceramic and/or Porcelain Tile Flooring, Typical Style(s): Package Room - 1st Floor	$45.15	80 SF	$3,611.60	20y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th Floor - Corridor	$54.41	355 SF	$19,315.55	10y	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th Floor - Corridor	$54.41	355 SF	$19,315.55	10y	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 20th Floor - Corridor	$54.41	240 SF	$13,058.40	10y	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 25th Floor - Corridor	$54.41	240 SF	$13,058.40	10y	2047-48
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th Floor - Corridor	$54.41	320 SF	$17,411.20	10y	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar - Corridor	$54.41	480 SF	$26,116.80	10y	2047-48
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-1	$57,140.52	1 Ea	$57,140.52	20y	N/A
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-2	$57,140.52	1 Ea	$57,140.52	20y	N/A
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-4	$57,140.52	1 Ea	$57,140.52	20y	N/A
DW Air Source Electric Heat Pump Water Heater - 10-Ton: WHHPU-5	$57,140.52	1 Ea	$57,140.52	20y	N/A
DW Packaged Booster Pumps, Triplex - (Rebuild): DB/C - 1	$25,027.77	1 Ea	$25,027.77	20y	N/A
Elevator, Traction, Cab Doors: PE - 1	$10,078.80	1 LS	$10,078.80	20y	2047-48
Elevator, Traction, Cabs - Refurbish: PE - 1	$26,822.20	1 LS	$26,822.20	20y	2047-48
Energy Recovery Unit, Air-to-Air - 1,001 - 2,000 CFM: ERV - R - 3	$25,546.32	1 Ea	$25,546.32	20y	N/A
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - 1 - 1	$21,542.63	1 Ea	$21,542.63	20y	2047-48
Fans, Roof Mounted, Upblast - 5 H.P.: PSFP - R - 1	$14,356.68	1 Ea	$14,356.68	20y	2047-48
FF&E, Landscaping, Roof Deck/Terrace/ etc.: Amenity Terrace - Main Roof Floor	$28,536.96	1 LS	$28,536.96	10y	2047-48
Fire Pump/Jockey Pump, Electric - 500 GPM: FP/X - X	$74,408.80	1 Ea	$74,408.80	20y	N/A
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 1	$29.73	70 LF	$2,081.38	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 2	$29.73	75 LF	$2,230.05	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 1	$29.73	70 LF	$2,081.38	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 2	$29.73	75 LF	$2,230.05	10y	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 1	$29.73	70 LF	$2,081.38	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 2	$29.73	75 LF	$2,230.05	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 1	$29.73	80 LF	$2,378.72	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 1	$29.73	35 LF	$1,040.69	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 1	$29.73	90 LF	$2,676.06	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 2	$29.73	75 LF	$2,230.05	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof - Lower Bulkhead Roof Floor	$29.73	100 LF	$2,973.40	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: Lounge Terrace - 1st Floor	$29.73	60 LF	$1,784.04	10y	2047-48
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 2 - Main Roof Floor	$29.73	65 LF	$1,932.71	10y	2047-48
Inverted Roof Membrane Assembly (IRMA) W/ Green Surfaces (6" deep, small plantings): 7th Floor - Lawn Green Roof Terrace - 1	$124.70	220 SF	$27,434.44	20y	2047-48
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 4th Floor - Terrace - 2	$54.33	70 SF	$3,802.96	20y	2047-48
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 8th Floor - Terrace - 1	$54.33	195 SF	$10,593.96	20y	2047-48
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Amenity Terrace - Main Roof Floor	$54.33	595 SF	$32,325.16	20y	2047-48
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Outdoor Terrace - 2nd Floor	$54.33	550 SF	$29,880.40	20y	2047-48
Mailboxes, Per-Compartment	$209.27	94 Ea	$19,671.47	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Mech Roof - 2nd Floor	$30.64	475 SF	$14,555.42	20y	2047-48
Paint Stairs and Railings: Stair - A	$1,840.60	29 Flr	$53,377.43	10y	2047-48
Paint Walls and/or Ceiling (BoH): Elec Room - Cellar	$1.94	1,180 SF	$2,290.38	10y	2047-48
Paint Walls and/or Ceiling (BoH): Resident Storage Room - Cellar	$1.94	637.5 SF	$1,237.39	10y	2047-48
Paint Walls and/or Ceiling (BoH): Service Corridor - 1st Floor	$1.94	315 SF	$611.42	10y	2047-48
Paint Walls and/or Ceiling (BoH): Telecom Room - 2nd Floor	$1.94	330 SF	$640.53	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 2	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 1	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 2	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 1	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 2	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 24th Floor - Terrace - 1	$127.51	40 LF	$5,100.24	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 2	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 1	$127.51	10 LF	$1,275.06	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 1	$127.51	25 LF	$3,187.65	10y	2047-48
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 2	$127.51	35 LF	$4,462.71	10y	2047-48

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 1	$127.51	35 LF	$4,462.71	10y	2047-48
Railings, Roof - Resecure/Paint as Required: Lounge Terrace - 1st Floor	$127.51	30 LF	$3,825.18	10y	2047-48
Railings, Roof - Resecure/Paint as Required: Mech Roof 2 - Main Roof Floor	$127.51	35 LF	$4,462.71	10y	2047-48
Sump Pump - Simplex: ESP - 1/C - 1	$14,904.47	1 Ea	$14,904.47	20y	N/A
Terrazzo - Polish: Main Lobby - 1st Floor	$3.81	1,130 SF	$4,299.65	10y	2047-48
Trash Compactor, Chute Fed, 250 lbs./hr.	$27,160.74	1 Ea	$27,160.74	20y	N/A
VRF Fan Coil, Ceil Concealed - 0.5-Ton: AHU - 2 - 3	$8,085.47	1 Ea	$8,085.47	20y	2047-48
VRF Fan Coil, Ceil Concealed - 1-Ton: AHU - C - 2	$7,514.73	1 Ea	$7,514.73	20y	N/A
VRF Fan Coil, Ceil Concealed - 1.5-Ton: AHU - C - 3	$7,704.98	1 Ea	$7,704.98	20y	2047-48
VRF Fan Coil, Ceil Concealed - 2.5-Ton: AHU - C - 1	$9,700.67	1 Ea	$9,700.67	20y	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU - 13 - 1	$57,140.52	1 Ea	$57,140.52	20y	2047-48
VRF Outdoor Heat Pump - 10-Ton: ACCU - 18 - 1	$57,140.52	1 Ea	$57,140.52	20y	2047-48
VRF Outdoor Heat Pump - 10-Ton: ACCU - 2 - 2	$57,140.52	1 Ea	$57,140.52	20y	2047-48
VRF Outdoor Heat Pump - 10-Ton: ACCU - 23 - 1	$57,140.52	1 Ea	$57,140.52	20y	2047-48
VRF Outdoor Heat Pump - 10-Ton: ACCU - 8 - 1	$57,140.52	1 Ea	$57,140.52	20y	2047-48
VRF Outdoor Heat Pump - 14-Ton: ACCU - 2 - 1	$86,248.22	1 Ea	$86,248.22	20y	N/A
VRF Outdoor Heat Pump - 3-Ton: ACCU - 3 - 1	$37,699.23	1 Ea	$37,699.23	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Wood Flooring - Engineered (Pergo, Laminate - Premium): Conference Room - Cellar	$13.86	275 SF	$3,810.12	20y	2047-48
Wood Flooring - Engineered (Pergo, Laminate - Premium): Fitness Room - 2nd Floor	$13.86	1,360 SF	$18,842.80	20y	2047-48
2046-47 (Year 20) Total			**$1,574,243.82**		
2047-48 (Year 21)					
Air-Source Heat Pump - 4-Ton: ACCU - EMR	$13,201.78	1 Ea	$13,201.78	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 12th Floor - Terrace - 1	$56.02	195 SF	$10,923.51	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 14th Floor - Terrace - 2	$56.02	185 SF	$10,363.33	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 17th Floor - Terrace - 1	$56.02	195 SF	$10,923.51	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 19th Floor - Terrace - 2	$56.02	185 SF	$10,363.33	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 22nd Floor - Terrace - 1	$56.02	195 SF	$10,923.51	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 24th floor - Terrace - 2	$56.02	140 SF	$7,842.52	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 27th Floor - Terrace - 1	$56.02	370 SF	$20,726.66	20y	2048-49
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 9th Floor - Terrace - 2	$56.02	185 SF	$10,363.33	20y	2048-49
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 14th Floor - Balconies	$3,236.69	3 Ea	$9,710.07	10y	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 19th Floor - Balconies	$3,236.69	3 Ea	$9,710.07	10y	2048-49
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 24th Floor - Balconies	$3,236.69	3 Ea	$9,710.07	10y	2048-49
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 4th Floor - Balconies	$3,236.69	2 Ea	$6,473.38	10y	2048-49
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 9th Floor - Balconies	$3,236.69	3 Ea	$9,710.07	10y	2048-49
Branch Controller - 8 Branches: Branch Controller Part 2	$15,978.84	6 Ea	$95,873.03	20y	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 11th Floor - Corridor	$56.10	355 SF	$19,916.21	10y	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 16th Floor - Corridor	$56.10	355 SF	$19,916.21	10y	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 1st Floor - Corridor	$56.10	335 SF	$18,794.17	10y	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 21st Floor - Corridor	$56.10	240 SF	$13,464.48	10y	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 26th Floor - Corridor	$56.10	240 SF	$13,464.48	10y	2048-49
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 6th Floor - Corridor	$56.10	320 SF	$17,952.64	10y	2048-49
Elevator, Traction, Cab Doors: PE - 2	$10,392.26	1 LS	$10,392.26	20y	N/A
Elevator, Traction, Cabs - Refurbish: PE - 2	$27,656.37	1 LS	$27,656.37	20y	N/A
Energy Recovery Unit, Air-to-Air - 2,001 - 4,000 CFM: ERV - R - 2	$31,007.04	1 Ea	$31,007.04	20y	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - C - 1	$22,212.61	1 Ea	$22,212.61	20y	2048-49
Fans, Roof Mounted, Upblast - 5 H.P.: PSFP - 1 - 1	$14,803.18	1 Ea	$14,803.18	20y	N/A
FF&E, Landscaping, Roof Deck/Terrace/ etc.: Outdoor Terrace - 2nd Floor	$29,424.46	1 LS	$29,424.46	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 2	$30.66	75 LF	$2,299.35	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 13th Floor - Terrace - 1	$30.66	70 LF	$2,146.06	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 2	$30.66	75 LF	$2,299.35	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 18th Floor - Terrace - 1	$30.66	70 LF	$2,146.06	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 2	$30.66	75 LF	$2,299.35	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 23rd Floor - Terrace - 1	$30.66	80 LF	$2,452.64	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 2	$30.66	60 LF	$1,839.48	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 3rd Floor - Terrace - 1	$30.66	35 LF	$1,073.03	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 2	$30.66	35 LF	$1,073.03	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 2	$30.66	90 LF	$2,759.22	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Lawn Green Roof Terrace - 1	$30.66	90 LF	$2,759.22	10y	2048-49
Flashings and Sealants, Parapets/Roof Edges: Private Terrace (Regular Roof) - 1st Floor	$30.66	90 LF	$2,759.22	10y	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: Stair Bulkhead Roof - Lower Bulkhead Roof Floor	$30.66	40 LF	$1,226.32	10y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Green Surfaces (6" deep, small plantings): 7th Floor - Lawn Green Roof Terrace - 2	$128.58	295 SF	$37,931.10	20y	N/A
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 5th Floor - Terrace - 1	$56.02	70 SF	$3,921.26	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 7th Floor - Concrete Tile Roof Terrace - 1	$56.02	295 SF	$16,525.31	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 8th Floor - Terrace - 2	$56.02	185 SF	$10,363.33	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Lounge Terrace - 1st Floor	$56.02	115 SF	$6,442.07	20y	2048-49
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Mech Roof 2 - Main Roof Floor	$56.02	230 SF	$12,884.14	20y	2048-49
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Mech Roof 1 - Main Roof Floor	$31.60	625 SF	$19,747.50	20y	2048-49
Paint Stairs and Railings: Stair - B	$1,897.84	29 Flr	$55,037.45	10y	2056-57
Paint Walls and/or Ceiling (BoH): Bicycle Storage Room - Cellar	$2.00	1,750 SF	$3,501.75	10y	2048-49
Paint Walls and/or Ceiling (BoH): BOH Stair Corridor 1 - Stair way transfer Floor	$2.00	150 SF	$300.15	10y	2048-49
Paint Walls and/or Ceiling (BoH): Mech Room - 2nd Floor	$2.00	725 SF	$1,450.72	10y	2048-49
Paint Walls and/or Ceiling (BoH): MEP Room - Mezzanine	$2.00	1,545 SF	$3,091.54	10y	2048-49
Paint Walls and/or Ceiling: Conference Room - Cellar	$2.80	275 SF	$768.62	7y	2048-49
Paint Walls and/or Ceiling: Mail Room - 1st Floor	$2.80	150 SF	$419.25	7y	2048-49

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling: Relaxation Room - 2nd Floor	$2.80	290 SF	$810.55	7y	2048-49
Railings, Roof - Resecure/Paint as Required: 12th Floor - Terrace - 1	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 2	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 17th Floor - Terrace - 1	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 2	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 22nd Floor - Terrace - 1	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 24th floor - Terrace - 2	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 27th Floor - Terrace - 1	$131.47	70 LF	$9,203.04	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 3rd Floor - Terrace - 1	$131.47	10 LF	$1,314.72	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 2	$131.47	10 LF	$1,314.72	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 2	$131.47	25 LF	$3,286.80	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 7th Floor - Lawn Green Roof Terrace - 1	$131.47	25 LF	$3,286.80	10y	2048-49
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 2	$131.47	35 LF	$4,601.52	10y	2048-49
Railings, Roof - Resecure/Paint as Required: Private Terrace (Regular Roof) - 1st Floor	$131.47	75 LF	$9,860.40	10y	2048-49
Reserve Study Update (Allowance)	$14,712.23	1 Ea	$14,712.23	3y	2050-51
Sump Pump - Simplex: ESP - 1/C - 2	$15,368.00	1 Ea	$15,368.00	20y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Terrazzo - Polish: Lounge - 1st Floor	$3.92	440 SF	$1,726.12	10y	2048-49
VRF Fan Coil, Ceil Concealed - 0.5-Ton: AHU - 2 - 4	$8,336.93	1 Ea	$8,336.93	20y	N/A
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 1 - 2	$7,895.57	1 Ea	$7,895.57	20y	2048-49
VRF Fan Coil, Ceil Concealed - 1.5-Ton: AHU - 2 - 5	$7,944.60	1 Ea	$7,944.60	20y	N/A
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 1 - 1	$10,787.01	1 Ea	$10,787.01	20y	2048-49
VRF Outdoor Heat Pump - 10-Ton: ACCU - 14 - 1	$58,917.58	1 Ea	$58,917.58	20y	2048-49
VRF Outdoor Heat Pump - 10-Ton: ACCU - 19 - 1	$58,917.58	1 Ea	$58,917.58	20y	2048-49
VRF Outdoor Heat Pump - 10-Ton: ACCU - 24 - 1	$58,917.58	1 Ea	$58,917.58	20y	2048-49
VRF Outdoor Heat Pump - 10-Ton: ACCU - 4 - 1	$58,917.58	1 Ea	$58,917.58	20y	2048-49
VRF Outdoor Heat Pump - 10-Ton: ACCU - 9 - 1	$58,917.58	1 Ea	$58,917.58	20y	2048-49
VRF Outdoor Heat Pump - 6-Ton: ACCU - C - 1	$44,911.54	1 Ea	$44,911.54	20y	N/A
Wood Flooring - Engineered (Pergo, Laminate - Premium): Billard's Room - Cellar	$14.29	870 SF	$12,428.82	20y	2048-49
2047-48 (Year 21) Total			**$1,165,325.19**		
2048-49 (Year 22)					
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 10th Floor - Terrace - 1	$57.76	195 SF	$11,263.20	20y	2049-50
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 12th Floor - Terrace - 2	$57.76	185 SF	$10,685.60	20y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 15th Floor - Terrace - 1	$57.76	195 SF	$11,263.20	20y	2049-50
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 17th Floor - Terrace - 2	$57.76	185 SF	$10,685.60	20y	2049-50
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 20th Floor - Terrace - 1	$57.76	195 SF	$11,263.20	20y	2049-50
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 22nd Floor - Terrace - 2	$57.76	185 SF	$10,685.60	20y	2049-50
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 25th Floor - Terrace - 1	$57.76	210 SF	$12,129.60	20y	2049-50
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 10th Floor - Balconies	$3,337.35	3 Ea	$10,012.06	10y	2049-50
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 15th Floor - Balconies	$3,337.35	3 Ea	$10,012.06	10y	2049-50
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 20th Floor - Balconies	$3,337.35	3 Ea	$10,012.06	10y	2049-50
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 25th Floor - Balconies	$3,337.35	3 Ea	$10,012.06	10y	2049-50
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 5th Floor - Balconies	$3,337.35	2 Ea	$6,674.70	10y	2049-50
Branch Controller - 8 Branches: Branch Controller Part 3	$16,475.78	8 Ea	$131,806.24	20y	2049-50
Common Area Restroom (Allowance): Cellar	$10,752.01	2 Ea	$21,504.02	15y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 12th Floor - Corridor	$57.85	355 SF	$20,535.68	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 17th Floor - Corridor	$57.85	355 SF	$20,535.68	10y	2049-50
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 22nd Floor - Corridor	$57.85	240 SF	$13,883.28	10y	2049-50
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 27th Floor - Corridor	$57.85	230 SF	$13,304.81	10y	2049-50
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 2nd Floor - Corridor	$57.85	330 SF	$19,089.51	10y	2049-50
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 7th Floor - Corridor	$57.85	350 SF	$20,246.45	10y	2049-50
Energy Recovery Unit, Air-to-Air - 2,001 - 4,000 CFM: ERV - R - 4	$31,971.35	1 Ea	$31,971.35	20y	N/A
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - 2 - 1	$22,903.42	1 Ea	$22,903.42	20y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 11th Floor - Terrace - 1	$31.61	70 LF	$2,212.84	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 13th Floor - Terrace - 2	$31.61	75 LF	$2,370.90	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 16th Floor - Terrace - 1	$31.61	70 LF	$2,212.84	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 18th Floor - Terrace - 2	$31.61	75 LF	$2,370.90	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 21st Floor - Terrace - 1	$31.61	70 LF	$2,212.84	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 23rd Floor - Terrace - 2	$31.61	60 LF	$1,896.72	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 26th Floor - Terrace - 1	$31.61	80 LF	$2,528.96	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 3rd Floor - Terrace - 2	$31.61	35 LF	$1,106.42	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 6th Floor - Terrace - 1	$31.61	35 LF	$1,106.42	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Lawn Green Roof Terrace - 2	$31.61	90 LF	$2,845.08	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: Private Roof Terrace 1 - Main Roof Floor	$31.61	100 LF	$3,161.20	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: Private Terrace (Green Lawn Roof) - 1st Floor	$31.61	60 LF	$1,896.72	10y	2049-50
Flashings and Sealants, Parapets/Roof Edges: Top Bulkhead Roof - Top Bulkhead Roof	$31.61	100 LF	$3,161.20	10y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 3rd Floor - Terrace - 1	$57.76	70 SF	$4,043.20	20y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 5th Floor - Terrace - 2	$57.76	70 SF	$4,043.20	20y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 7th Floor - Concrete Tile Roof Terrace - 2	$57.76	280 SF	$16,172.80	20y	2049-50
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Terrace (Regular Roof) - 1st Floor	$57.76	400 SF	$23,104.00	20y	2049-50
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Bulkhead Roof - Lower Bulkhead Roof Floor	$32.58	620 SF	$20,198.98	20y	2049-50
Paint Walls and/or Ceiling (BoH): BOH Stair Corridor 2 - Stair way transfer Floor	$2.06	150 SF	$309.60	10y	2049-50
Paint Walls and/or Ceiling (BoH): Corridor - Mezzanine	$2.06	25 SF	$51.60	10y	2049-50
Paint Walls and/or Ceiling (BoH): Gas Room - Cellar	$2.06	515 SF	$1,062.96	10y	2049-50
Paint Walls and/or Ceiling (BoH): Panel Room - 2nd Floor	$2.06	250 SF	$516.00	10y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling: Billard's Room - Cellar	$2.88	870 SF	$2,507.34	7y	2049-50
Paint Walls and/or Ceiling: Package Room - 1st Floor	$2.88	80 SF	$230.56	7y	2049-50
Railings, Roof - Resecure/Paint as Required: 10th Floor - Terrace - 1	$135.56	35 LF	$4,744.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 12th Floor - Terrace - 2	$135.56	35 LF	$4,744.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 15th Floor - Terrace - 1	$135.56	35 LF	$4,744.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 17th Floor - Terrace - 2	$135.56	35 LF	$4,744.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 20th Floor - Terrace - 1	$135.56	35 LF	$4,744.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 22nd Floor - Terrace - 2	$135.56	35 LF	$4,744.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 25th Floor - Terrace - 1	$135.56	40 LF	$5,422.40	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 3rd Floor - Terrace - 2	$135.56	10 LF	$1,355.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 6th Floor - Terrace - 1	$135.56	10 LF	$1,355.60	10y	2049-50
Railings, Roof - Resecure/Paint as Required: 7th Floor - Lawn Green Roof Terrace - 2	$135.56	25 LF	$3,389.00	10y	2049-50
Railings, Roof - Resecure/Paint as Required: Private Roof Terrace 1 - Main Roof Floor	$135.56	70 LF	$9,489.20	10y	2049-50
Terrazzo - Polish: Mail Room - 1st Floor	$4.05	150 SF	$606.75	10y	2056-57
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 1 - 3	$8,141.12	1 Ea	$8,141.12	20y	2049-50
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 1 - 4	$11,122.48	1 Ea	$11,122.48	20y	2049-50

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
VRF Outdoor Heat Pump - 10-Ton: ACCU - 10 - 1	$60,749.92	1 Ea	$60,749.92	20y	2049-50
VRF Outdoor Heat Pump - 10-Ton: ACCU - 15 - 1	$60,749.92	1 Ea	$60,749.92	20y	2049-50
VRF Outdoor Heat Pump - 10-Ton: ACCU - 20 - 1	$60,749.92	1 Ea	$60,749.92	20y	2049-50
VRF Outdoor Heat Pump - 10-Ton: ACCU - 25 - 1	$60,749.92	1 Ea	$60,749.92	20y	2049-50
VRF Outdoor Heat Pump - 10-Ton: ACCU - 5 - 1	$60,749.92	1 Ea	$60,749.92	20y	2049-50
VRF Outdoor Heat Pump - 8-Ton: ACCU - 1 - 1	$52,535.99	1 Ea	$52,535.99	20y	N/A
Wood Flooring - Engineered (Pergo, Laminate - Premium): Coworking Room - Cellar	$14.73	615 SF	$9,058.95	20y	2049-50
2048-49 (Year 22) Total			**$976,496.95**		
2049-50 (Year 23)					
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 10th Floor - Terrace - 2	$59.56	185 SF	$11,018.04	20y	2050-51
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 13th Floor - Terrace - 1	$59.56	195 SF	$11,613.62	20y	2050-51
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 15th Floor - Terrace - 2	$59.56	185 SF	$11,018.04	20y	2050-51
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 18th Floor - Terrace - 1	$59.56	195 SF	$11,613.62	20y	2050-51
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 20th Floor - Terrace - 2	$59.56	185 SF	$11,018.04	20y	2050-51
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 23rd Floor - Terrace - 1	$59.56	210 SF	$12,506.97	20y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 25th Floor - Terrace - 2	$59.56	140 SF	$8,337.98	20y	2050-51
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 11th Floor - Balconies	$3,441.14	3 Ea	$10,323.43	10y	2050-51
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 16th Floor - Balconies	$3,441.14	3 Ea	$10,323.43	10y	2050-51
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 21st Floor - Balconies	$3,441.14	3 Ea	$10,323.43	10y	2050-51
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 26th Floor - Balconies	$3,441.14	3 Ea	$10,323.43	10y	2050-51
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 6th Floor - Balconies	$3,441.15	2 Ea	$6,882.29	10y	2050-51
Branch Controller - 8 Branches: Branch Controller Part 4	$16,988.18	8 Ea	$135,905.42	20y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 13th Floor - Corridor	$59.65	355 SF	$21,174.33	10y	2050-51
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 18th Floor - Corridor	$59.65	240 SF	$14,315.04	10y	2050-51
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 23rd Floor - Corridor	$59.65	240 SF	$14,315.04	10y	2050-51
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 3rd Floor - Corridor	$59.65	320 SF	$19,086.72	10y	2050-51
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 8th Floor - Corridor	$59.65	355 SF	$21,174.33	10y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Roof Floor - Corridor	$59.65	180 SF	$10,736.28	10y	2050-51
Energy Recovery Unit, Air-to-Air - up to 1,000 CFM: ERV - R - 1	$23,615.72	1 Ea	$23,615.72	20y	N/A
FF&E, Outdoor Garden Patio: Outdoor Garden Patio - Cellar	$10,427.71	1 LS	$10,427.71	10y	N/A
FF&E, Roof Deck, Furnishings: Amenity Terrace - Main Roof Floor	$20,855.42	1 LS	$20,855.42	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 11th Floor - Terrace - 2	$32.60	75 LF	$2,444.62	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 14th Floor - Terrace - 1	$32.60	70 LF	$2,281.65	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 16th Floor - Terrace - 2	$32.60	75 LF	$2,444.62	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 19th Floor - Terrace - 1	$32.60	70 LF	$2,281.65	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 21st Floor - Terrace - 2	$32.60	75 LF	$2,444.62	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 24th Floor - Terrace - 1	$32.60	80 LF	$2,607.60	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 26th Floor - Terrace - 2	$32.60	60 LF	$1,955.70	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 4th Floor - Terrace - 1	$32.60	35 LF	$1,140.82	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 6th Floor - Terrace - 2	$32.60	35 LF	$1,140.82	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: 9th Floor - Terrace - 1	$32.60	70 LF	$2,281.65	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: Mech Roof - 2nd Floor	$32.60	90 LF	$2,933.55	10y	2050-51
Flashings and Sealants, Parapets/Roof Edges: Private Roof Terrace 2 - Main Roof Floor	$32.60	100 LF	$3,259.50	10y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: Yoga/Relax Terrace - 2nd Floor	$32.60	65 LF	$2,118.68	10y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 3rd Floor - Terrace - 2	$59.56	70 SF	$4,168.99	20y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 6th Floor - Terrace - 1	$59.56	70 SF	$4,168.99	20y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Roof Terrace 1 - Main Roof Floor	$59.56	650 SF	$38,712.05	20y	2050-51
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Terrace (Green Lawn Roof) - 1st Floor	$59.56	270 SF	$16,080.39	20y	2050-51
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Stair Bulkhead Roof - Lower Bulkhead Roof Floor	$33.59	65 SF	$2,183.48	20y	2050-51
Paint Walls and/or Ceiling (BoH): BOH Corridor - 2nd Floor	$2.13	100 SF	$212.80	10y	2050-51
Paint Walls and/or Ceiling (BoH): Compactor Room - Cellar	$2.13	990 SF	$2,106.72	10y	2050-51
Paint Walls and/or Ceiling (BoH): Domestic Water Room - Cellar	$2.13	505 SF	$1,074.64	10y	2050-51
Paint Walls and/or Ceiling (BoH): HWH Room - Main Roof Floor	$2.13	590 SF	$1,255.52	10y	2050-51
Paint Walls and/or Ceiling: Coworking Room - Cellar	$2.97	615 SF	$1,827.16	7y	2050-51
Paint Walls and/or Ceiling: Fitness Room - 2nd Floor	$2.97	1,360 SF	$4,040.56	7y	2050-51
Railings, Roof - Resecure/Paint as Required: 10th Floor - Terrace - 2	$139.78	35 LF	$4,892.16	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 13th Floor - Terrace - 1	$139.78	35 LF	$4,892.16	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 15th Floor - Terrace - 2	$139.78	35 LF	$4,892.16	10y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 18th Floor - Terrace - 1	$139.78	35 LF	$4,892.16	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 20th Floor - Terrace - 2	$139.78	35 LF	$4,892.16	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 23rd Floor - Terrace - 1	$139.78	40 LF	$5,591.04	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 25th Floor - Terrace - 2	$139.78	35 LF	$4,892.16	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 4th Floor - Terrace - 1	$139.78	10 LF	$1,397.76	10y	2050-51
Railings, Roof - Resecure/Paint as Required: 6th Floor - Terrace - 2	$139.78	10 LF	$1,397.76	10y	2050-51
Railings, Roof - Resecure/Paint as Required: Mech Roof - 2nd Floor	$139.78	50 LF	$6,988.80	10y	2050-51
Railings, Roof - Resecure/Paint as Required: Private Roof Terrace 2 - Main Roof Floor	$139.78	45 LF	$6,289.92	10y	2050-51
Railings, Roof - Resecure/Paint as Required: Yoga/Relax Terrace - 2nd Floor	$139.78	40 LF	$5,591.04	10y	2050-51
Storm Pump - Simplex: SP/C - 1	$16,338.75	1 Ea	$16,338.75	20y	N/A
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 26 - B	$8,394.31	1 Ea	$8,394.31	20y	2050-51
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 2 - 1	$11,468.39	1 Ea	$11,468.39	20y	2050-51
VRF Outdoor Heat Pump - 10-Ton: ACCU - 11 - 1	$62,639.24	1 Ea	$62,639.24	20y	2050-51
VRF Outdoor Heat Pump - 10-Ton: ACCU - 16 - 1	$62,639.24	1 Ea	$62,639.24	20y	2050-51
VRF Outdoor Heat Pump - 10-Ton: ACCU - 21 - 1	$62,639.24	1 Ea	$62,639.24	20y	2050-51
VRF Outdoor Heat Pump - 10-Ton: ACCU - 26 - 1	$62,639.24	1 Ea	$62,639.24	20y	2050-51

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
VRF Outdoor Heat Pump - 10-Ton: ACCU - 6 - 1	$62,639.24	1 Ea	$62,639.24	20y	2050-51
Wood Flooring - Engineered (Pergo, Laminate - Premium): Yoga/meditation - 2nd Floor	$15.19	225 SF	$3,417.30	20y	2050-51
2049-50 (Year 23) Total			**$931,499.34**		
2050-51 (Year 24)					
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 11th Floor - Terrace - 1	$61.41	195 SF	$11,974.76	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 13th Floor - Terrace - 2	$61.41	185 SF	$11,360.66	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 16th Floor - Terrace - 1	$61.41	195 SF	$11,974.76	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 18th Floor - Terrace - 2	$61.41	185 SF	$11,360.66	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 21st Floor - Terrace - 1	$61.41	195 SF	$11,974.76	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 23rd Floor - Terrace - 2	$61.41	140 SF	$8,597.26	20y	N/A
Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 26th Floor - Terrace - 1	$61.41	210 SF	$12,895.89	20y	N/A
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 12th Floor - Balconies	$3,548.16	3 Ea	$10,644.49	10y	2056-57
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 17th Floor - Balconies	$3,548.16	3 Ea	$10,644.49	10y	2056-57
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 22nd Floor - Balconies	$3,548.16	3 Ea	$10,644.49	10y	2056-57

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 27th Floor - Balconies	$3,548.16	3 Ea	$10,644.49	10y	2056-57
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 7th Floor - Balconies	$3,548.17	2 Ea	$7,096.33	10y	2056-57
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 14th Floor - Corridor	$61.50	355 SF	$21,832.86	10y	2056-57
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 19th Floor - Corridor	$61.50	240 SF	$14,760.24	10y	2056-57
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 24th Floor - Corridor	$61.50	240 SF	$14,760.24	10y	2056-57
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 4th Floor - Corridor	$61.50	320 SF	$19,680.32	10y	2056-57
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 9th Floor - Corridor	$61.50	355 SF	$21,832.86	10y	2056-57
FF&E, Billiards Room: Billard's Room - Cellar	$99.78	870 SF	$86,807.73	10y	N/A
FF&E, Roof Deck, Furnishings: Outdoor Terrace - 2nd Floor	$21,504.02	1 LS	$21,504.02	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 1	$33.61	70 LF	$2,352.63	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 14th Floor - Terrace - 2	$33.61	75 LF	$2,520.68	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 1	$33.61	70 LF	$2,352.63	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 19th Floor - Terrace - 2	$33.61	75 LF	$2,520.68	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 1	$33.61	70 LF	$2,352.63	10y	2056-57

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 24th floor - Terrace - 2	$33.61	60 LF	$2,016.54	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 27th Floor - Terrace - 1	$33.61	135 LF	$4,537.22	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 4th Floor - Terrace - 2	$33.61	35 LF	$1,176.32	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 1	$33.61	70 LF	$2,352.63	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: 9th Floor - Terrace - 2	$33.61	75 LF	$2,520.68	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: Amenity Terrace - Main Roof Floor	$33.61	100 LF	$3,360.90	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 1 - Main Roof Floor	$33.61	130 LF	$4,369.17	10y	2056-57
Flashings and Sealants, Parapets/Roof Edges: Outdoor Terrace - 2nd Floor	$33.61	100 LF	$3,360.90	10y	2056-57
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 4th Floor - Terrace - 1	$61.41	70 SF	$4,298.63	20y	N/A
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: 6th Floor - Terrace - 2	$61.41	70 SF	$4,298.63	20y	N/A
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Private Roof Terrace 2 - Main Roof Floor	$61.41	480 SF	$29,476.32	20y	N/A
Inverted Roof Membrane Assembly (IRMA) W/ Pavers: Yoga/Relax Terrace - 2nd Floor	$61.41	210 SF	$12,895.89	20y	N/A
Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet: Top Bulkhead Roof - Top Bulkhead Roof	$34.64	515 SF	$17,838.06	20y	N/A
Paint Walls and/or Ceiling (BoH): Arcs Room - Cellar	$2.19	347.5 SF	$762.42	10y	2056-57
Paint Walls and/or Ceiling (BoH): Elevator Machine Room - Lower Bulkhead Roof Floor	$2.19	860 SF	$1,886.84	10y	2056-57

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Paint Walls and/or Ceiling (BoH): Meter Room - 2nd Floor	$2.19	525 SF	$1,151.85	10y	2056-57
Paint Walls and/or Ceiling (BoH): Water Room - Cellar	$2.19	1,665 SF	$3,653.01	10y	2056-57
Paint Walls and/or Ceiling: Co - ed Spa - 2nd Floor	$3.06	160 SF	$490.24	7y	2051-52
Paint Walls and/or Ceiling: Main Lobby - 1st Floor	$3.06	1,130 SF	$3,462.32	7y	2051-52
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 1	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 13th Floor - Terrace - 2	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 1	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 18th Floor - Terrace - 2	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 1	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 23rd Floor - Terrace - 2	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 1	$144.12	40 LF	$5,764.92	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 4th Floor - Terrace - 2	$144.12	10 LF	$1,441.23	10y	2056-57
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 1	$144.12	35 LF	$5,044.30	10y	2056-57
Railings, Roof - Resecure/Paint as Required: Amenity Terrace - Main Roof Floor	$144.12	30 LF	$4,323.69	10y	2056-57
Railings, Roof - Resecure/Paint as Required: Mech Roof 1 - Main Roof Floor	$144.12	70 LF	$10,088.61	10y	2056-57
Railings, Roof - Resecure/Paint as Required: Outdoor Terrace - 2nd Floor	$144.12	20 LF	$2,882.46	10y	2056-57

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Reserve Study Update (Allowance)	$16,128.02	1 Ea	$16,128.02	3y	2053-54
VRF Fan Coil, Ceil Concealed - 1.25-Ton: AHU - 27 - B	$8,655.37	1 Ea	$8,655.37	20y	N/A
VRF Fan Coil, Ceil Concealed - 3-Ton: AHU - 2 - 2	$11,825.06	1 Ea	$11,825.06	20y	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU - 12 - 1	$64,587.32	1 Ea	$64,587.32	20y	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU - 17 - 1	$64,587.32	1 Ea	$64,587.32	20y	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU - 22 - 1	$64,587.32	1 Ea	$64,587.32	20y	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU - 27 - 1	$64,587.32	1 Ea	$64,587.32	20y	N/A
VRF Outdoor Heat Pump - 10-Ton: ACCU - 7 - 1	$64,587.32	1 Ea	$64,587.32	20y	N/A
Wall Covering, Vinyl, Medium Weight: Conference Room - Cellar	$7.59	550 SF	$4,173.95	12y	2051-52
Wall Covering, Vinyl, Medium Weight: Mail Room - 1st Floor	$7.59	438.75 SF	$3,329.67	12y	2051-52
Wall Covering, Vinyl, Medium Weight: Relaxation Room - 2nd Floor	$7.59	700 SF	$5,312.30	12y	2051-52
Wood Flooring - Engineered (Pergo, Laminate - Premium): Relaxation Room - 2nd Floor	$15.66	290 SF	$4,541.40	20y	N/A
2050-51 (Year 24) Total			**$883,712.51**		
2051-52 (Year 25)					
Elevator, Traction, Shaftway Doors: PE - 1	$10,608.03	29 LS	$307,632.75	25y	2052-53
Exterior Caulking and Sealants	$9.49	14,580 LF	$138,364.20	10y	N/A
Exterior Door, Glass Entrance Doors (double panel): Lobby Main Entrance	$14,230.50	1 Ea	$14,230.50	25y	N/A
Façade Repairs (Allowance)	$388,023.93	1 LS	$388,023.93	10y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Generator, Gas - 300 kW (Rebuild)	$148,617.98	1 Ea	$148,617.98	25y	N/A
Paint Walls and/or Ceiling: Lounge - 1st Floor	$3.16	440 SF	$1,389.96	7y	2054-55
Paint Walls and/or Ceiling: Yoga/meditation - 2nd Floor	$3.16	225 SF	$710.78	7y	2054-55
Wall Covering, Vinyl, Medium Weight: Billard's Room - Cellar	$7.83	770 SF	$6,025.25	12y	2052-53
Wall Covering, Vinyl, Medium Weight: Package Room - 1st Floor	$7.83	390 SF	$3,051.75	12y	2052-53
Windows - Recondition (per tenant unit): Windows Part 1	$17,146.78	23 U	$394,375.87	25y	2052-53
2051-52 (Year 25) Total			**$1,402,422.97**		
2052-53 (Year 26)					
Elevator, Traction - Modernization: PE - 1	$405,762.16	1 Ea	$405,762.16	N/A	2053-54
Elevator, Traction, Shaftway Doors: PE - 2	$10,937.94	29 LS	$317,200.14	25y	N/A
Exterior Door, Glass Entrance Doors (single panel): Elevator Lobby Main Entrance	$9,618.20	1 Ea	$9,618.20	25y	2053-54
FF&E, Lobby: Main Lobby - 1st Floor	$51.86	1,130 SF	$58,604.06	12y	N/A
Wall Covering, Vinyl, Medium Weight: Coworking Room - Cellar	$8.07	770 SF	$6,213.13	12y	2053-54
Windows - Recondition (per tenant unit): Windows Part 2	$17,680.04	23 U	$406,640.97	25y	2053-54
2052-53 (Year 26) Total			**$1,204,038.66**		
2053-54 (Year 27)					
Elevator, Traction - Modernization: PE - 2	$418,381.37	1 Ea	$418,381.37	N/A	N/A
Exterior Door, Glass Entrance Doors (single panel): Lounge Terrace Egress	$9,917.33	1 Ea	$9,917.33	25y	N/A
Reserve Study Update (Allowance)	$17,680.04	1 Ea	$17,680.04	3y	2056-57
Sewage Ejector Pump - Duplex: EJ/C - 1	$40,927.32	1 Ea	$40,927.32	25y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Wall Covering, Vinyl, Medium Weight: Co - ed Spa - 2nd Floor	$8.32	650 SF	$5,408.00	12y	2054-55
Wall Covering, Vinyl, Medium Weight: Main Lobby - 1st Floor	$8.32	2,437.5 SF	$20,280.00	12y	2054-55
Windows - Recondition (per tenant unit): Windows Part 3	$18,229.89	24 U	$437,517.38	25y	2054-55
2053-54 (Year 27) Total			**$950,111.44**		
2054-55 (Year 28)					
Paint Walls and/or Ceiling: Conference Room - Cellar	$3.46	275 SF	$952.32	7y	2055-56
Paint Walls and/or Ceiling: Mail Room - 1st Floor	$3.46	150 SF	$519.45	7y	2055-56
Paint Walls and/or Ceiling: Relaxation Room - 2nd Floor	$3.46	290 SF	$1,004.27	7y	2055-56
Wall Covering, Vinyl, Medium Weight: Lounge - 1st Floor	$8.58	292.5 SF	$2,509.06	12y	N/A
Windows - Recondition (per tenant unit): Windows Part 4	$18,796.84	24 U	$451,124.18	25y	N/A
2054-55 (Year 28) Total			**$456,109.28**		
2055-56 (Year 29)					
Paint Walls and/or Ceiling: Billard's Room - Cellar	$3.57	870 SF	$3,106.77	7y	2056-57
Paint Walls and/or Ceiling: Package Room - 1st Floor	$3.57	80 SF	$285.68	7y	2056-57
2055-56 (Year 29) Total			**$3,392.45**		
2056-57 (Year 30)					
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 13th Floor - Balconies	$4,263.91	3 Ea	$12,791.74	10y	N/A
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 18th Floor - Balconies	$4,263.91	3 Ea	$12,791.74	10y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 23rd Floor - Balconies	$4,263.91	3 Ea	$12,791.74	10y	N/A
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 3rd Floor - Balconies	$4,263.92	2 Ea	$8,527.83	10y	N/A
Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance): 8th Floor - Balconies	$4,263.91	3 Ea	$12,791.74	10y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 10th Floor - Corridor	$73.91	355 SF	$26,236.98	10y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 15th Floor - Corridor	$73.91	355 SF	$26,236.98	10y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 20th Floor - Corridor	$73.91	240 SF	$17,737.68	10y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 25th Floor - Corridor	$73.91	240 SF	$17,737.68	10y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): 5th Floor - Corridor	$73.91	320 SF	$23,650.24	10y	N/A
Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT): Cellar - Corridor	$73.91	480 SF	$35,475.36	10y	N/A
FF&E, Landscaping, Roof Deck/Terrace/ etc.: Amenity Terrace - Main Roof Floor	$38,762.85	1 LS	$38,762.85	10y	N/A
FF&E, Pet Spa	$25,841.90	1 LS	$25,841.90	15y	N/A
Fire Alarm Panel	$25,841.90	1 Ea	$25,841.90	15y	N/A
Fire Alarm System	$1,170.64	94 U	$110,039.88	15y	N/A
Flashings and Sealants, Parapets/Roof Edges: 10th Floor - Terrace - 1	$40.39	70 LF	$2,827.16	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 12th Floor - Terrace - 2	$40.39	75 LF	$3,029.10	10y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Flashings and Sealants, Parapets/Roof Edges: 15th Floor - Terrace - 1	$40.39	70 LF	$2,827.16	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 17th Floor - Terrace - 2	$40.39	75 LF	$3,029.10	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 20th Floor - Terrace - 1	$40.39	70 LF	$2,827.16	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 22nd Floor - Terrace - 2	$40.39	75 LF	$3,029.10	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 25th Floor - Terrace - 1	$40.39	80 LF	$3,231.04	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 5th Floor - Terrace - 1	$40.39	35 LF	$1,413.58	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 7th Floor - Concrete Tile Roof Terrace - 1	$40.39	90 LF	$3,634.92	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: 8th Floor - Terrace - 2	$40.39	75 LF	$3,029.10	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: Bulkhead Roof - Lower Bulkhead Roof Floor	$40.39	100 LF	$4,038.80	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: Lounge Terrace - 1st Floor	$40.39	60 LF	$2,423.28	10y	N/A
Flashings and Sealants, Parapets/Roof Edges: Mech Roof 2 - Main Roof Floor	$40.39	65 LF	$2,625.22	10y	N/A
Fluid-Applied Flooring - Sealant or Paint: Elec Room - Cellar	$3.43	300 SF	$1,030.20	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Resident Storage Room - Cellar	$3.43	150 SF	$515.10	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Service Corridor - 1st Floor	$3.43	315 SF	$1,081.71	15y	N/A
Fluid-Applied Flooring - Sealant or Paint: Telecom Room - 2nd Floor	$3.43	80 SF	$274.72	15y	N/A
Intercom System, Master Door, Video Type	$21,048.23	1 Ea	$21,048.23	15y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Locker Rooms/Showers, Resident (Allowance): Spa - 2nd Floor	$58,144.27	1 LS	$58,144.27	15y	N/A
Paint Stairs and Railings: Stair - A	$2,500.16	29 Flr	$72,504.58	10y	N/A
Paint Walls and/or Ceiling (BoH): Elec Room - Cellar	$2.64	1,180 SF	$3,111.66	10y	N/A
Paint Walls and/or Ceiling (BoH): Resident Storage Room - Cellar	$2.64	637.5 SF	$1,681.09	10y	N/A
Paint Walls and/or Ceiling (BoH): Service Corridor - 1st Floor	$2.64	315 SF	$830.66	10y	N/A
Paint Walls and/or Ceiling (BoH): Telecom Room - 2nd Floor	$2.64	330 SF	$870.21	10y	N/A
Paint Walls and/or Ceiling: Coworking Room - Cellar	$3.68	615 SF	$2,264.43	7y	N/A
Paint Walls and/or Ceiling: Fitness Room - 2nd Floor	$3.68	1,360 SF	$5,007.52	7y	N/A
Railings, Roof - Resecure/Paint as Required: 11th Floor - Terrace - 2	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 14th Floor - Terrace - 1	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 16th Floor - Terrace - 2	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 19th Floor - Terrace - 1	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 21st Floor - Terrace - 2	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 24th Floor - Terrace - 1	$173.20	40 LF	$6,927.88	10y	N/A
Railings, Roof - Resecure/Paint as Required: 26th Floor - Terrace - 2	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 5th Floor - Terrace - 1	$173.20	10 LF	$1,731.97	10y	N/A

NAME	UNIT COST	QTY.	FUTURE COST	USEFUL LIFE	NEXT ACTIVITY
Railings, Roof - Resecure/Paint as Required: 7th Floor - Concrete Tile Roof Terrace - 1	$173.20	25 LF	$4,329.92	10y	N/A
Railings, Roof - Resecure/Paint as Required: 8th Floor - Terrace - 2	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: 9th Floor - Terrace - 1	$173.20	35 LF	$6,061.90	10y	N/A
Railings, Roof - Resecure/Paint as Required: Lounge Terrace - 1st Floor	$173.20	30 LF	$5,195.91	10y	N/A
Railings, Roof - Resecure/Paint as Required: Mech Roof 2 - Main Roof Floor	$173.20	35 LF	$6,061.90	10y	N/A
Reserve Study Update (Allowance)	$19,381.42	1 Ea	$19,381.42	3y	N/A
Sauna, Custom - 61-150 S.F. (Allowance): Dry Sauna - 2nd Floor	$89,154.54	1 Ea	$89,154.54	15y	N/A
Security, Cameras & Monitoring System	$1,330.86	15	$19,962.84	15y	N/A
Security, Key FOB System (Allowance)	$12,145.69	1 LS	$12,145.69	15y	N/A
Storage Tank, Domestic Hot Water - 250-Gal: ST - 1	$21,979.41	1 Ea	$21,979.41	15y	N/A
Terrazzo - Polish: Main Lobby - 1st Floor	$5.17	1,130 SF	$5,839.84	10y	N/A
VRF Fan Coil, Cassette - 0.75-Ton: AHU - C - 4	$10,432.38	1 Ea	$10,432.38	15y	N/A
VRF Fan Coil, Wall Mount - 2-Ton: AHU - EMR	$9,527.91	2 Ea	$19,055.82	15y	N/A
2056-57 (Year 30) Total			**$884,280.06**		

Component Detail

Air-Source Heat Pump - 4-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	20y 6m
Next Activity Date:	01/01/2048

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$6,730.00
Total Quantity:	1 Ea
Total Current Cost:	$6,939.30
Inflation Rate:	3.11%
Total Expenditures:	$13,201.78

Balcony Type I Roof - Inverted Roof Membrane Assembly (IRMA) W/ Pavers

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Good

Comments/Notes

Pricing assumes the reuse of existing pavers and pedestals sans ~15% damage/erosion

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	21y 6m
Next Activity Date:	01/01/2049

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$26.86
Total Quantity:	7,090 SF
Total Current Cost:	$208,765.05
Inflation Rate:	3.11%
Total Expenditures:	$408,619.48

Balcony Type II Roof, Seal/Repair Conc., Resecure Railings (Allowance)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Façade
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y 6m
Next Activity Date:	01/01/2040

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$1,650.00
Total Quantity:	70 Ea
Total Current Cost:	$119,091.95
Inflation Rate:	3.11%
Total Expenditures:	$465,675.65

Branch Controller - 8 Branches

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	21y 6m
Next Activity Date:	01/01/2049

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$7,900.00
Total Quantity:	28 Ea
Total Current Cost:	$235,172.60
Inflation Rate:	3.11%
Total Expenditures:	$456,566.00

Ceramic and/or Porcelain Tile Flooring, Typical Style(s)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$22.32
Total Quantity:	80 SF
Total Current Cost:	$1,957.44
Inflation Rate:	3.11%
Total Expenditures:	$3,611.60

Common Area Restroom (Allowance)

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Space
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2024
Cost Per Ea:	$5,000.00
Total Quantity:	3 Ea
Total Current Cost:	$16,443.48
Inflation Rate:	3.11%
Total Expenditures:	$30,451.18

Corridor Renovations (allowance per SF of flooring - CPT, WC, & PT)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	Finishes
Condition:	Good

Comments/Notes

Pricing based on the following finishes: carpeted flooring (@ $10.02/SF), wall coverings (@ $5.15/SF), & painted ceilings (@ $1.34/SF).

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y 6m
Next Activity Date:	01/01/2040

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$26.90
Total Quantity:	8,895 SF
Total Current Cost:	$262,304.71
Inflation Rate:	3.11%
Total Expenditures:	$1,037,822.61

DW - Cascade Water Module (Indoor Unit)

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2024
Cost Per Ea:	$20,000.00
Total Quantity:	5 Ea
Total Current Cost:	$109,623.17
Inflation Rate:	3.11%
Total Expenditures:	$178,943.10

DW Air Source Electric Heat Pump Water Heater - 10-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$30,035.00
Total Quantity:	4 Ea
Total Current Cost:	$123,876.36
Inflation Rate:	3.11%
Total Expenditures:	$228,562.08

DW Packaged Booster Pumps, Triplex - (Rebuild)

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$13,155.45
Total Quantity:	1 Ea
Total Current Cost:	$13,564.58
Inflation Rate:	3.11%
Total Expenditures:	$25,027.77

Elevator, Traction - Modernization

Basic Info

Type of Cost:	Upgrade/Modernization
Location:	Amenities
Category:	Elevator
Condition:	Good

Comments/Notes

Alternative to full controller and machinery replacement. Corresponding costs for Elevator Controller & Controller Support, and Elevator Machinery Upgrades pushed out to next cycle replacement dates

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	One-Time
Remaining Useful Life:	N/A
Next Activity Date:	01/01/2052

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$183,000.00
Total Quantity:	2 Ea
Total Current Cost:	$377,382.60
Inflation Rate:	3.11%
Total Expenditures:	$824,143.53

Elevator, Traction, Cab Doors

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Good

Comments/Notes

Commonly referenced components: Door Operator, Door Reopening Device

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	20y 6m
Next Activity Date:	01/01/2048

Financial Data

Estimate Date:	01/01/2024
Cost Per LS:	$4,983.00
Total Quantity:	2 LS
Total Current Cost:	$10,925.04
Inflation Rate:	3.11%
Total Expenditures:	$20,471.06

Elevator, Traction, Cabs - Refurbish

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Amenities
Category:	Elevator
Condition:	Good

Comments/Notes

Commonly referenced components: Intercom, Car Stop Inspection Station

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2024
Cost Per LS:	$13,261.00
Total Quantity:	2 LS
Total Current Cost:	$29,074.26
Inflation Rate:	3.11%
Total Expenditures:	$54,478.57

Elevator, Traction, Controller & Controller Support - Upgrades

Basic Info

Type of Cost:	Upgrade/Modernization
Location:	Amenities
Category:	Elevator
Condition:	Good

Comments/Notes

Commonly referenced components: Controller, Leveling Control System, Hoistway Wiring, Hatchway Limits, Traveling Cables, Various Stop Switches, Hoistway Limits, Car Push Button Station, Hall Stations.

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	45y 6m
Next Activity Date:	01/01/2073

Financial Data

Estimate Date:	01/01/2024
Cost Per LS:	$24,507.00
Total Quantity:	2 LS
Total Current Cost:	$53,730.70
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Elevator, Traction, Machinery - Upgrades

Basic Info

Type of Cost:	Upgrade/Modernization
Location:	Amenities
Category:	Elevator
Condition:	Good

Comments/Notes

Commonly referenced components: Machinery, Machine Break, Overhead Sheave, Overhead Steel, Elevator Machine Beam, Counterweight Frame, Hoist Motor, Guide Shoes, Main Ropes, Governor Tension Rope

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	30y
Remaining Useful Life:	55y 6m
Next Activity Date:	01/01/2083

Financial Data

Estimate Date:	01/01/2024
Cost Per LS:	$175,000.00
Total Quantity:	2 LS
Total Current Cost:	$383,681.10
Inflation Rate:	3.11%
Total Expenditures:	$0.00

Elevator, Traction, Shaftway Doors

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Elevator
Condition:	Good

Comments/Notes

Commonly referenced components: Hoist Way Door Interlocks, Hoist Way Rixon Door Closures

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	24y 6m
Next Activity Date:	01/01/2052

Financial Data

Estimate Date:	01/01/2024
Cost Per LS:	$4,500.00
Total Quantity:	58 LS
Total Current Cost:	$286,116.50
Inflation Rate:	3.11%
Total Expenditures:	$624,832.89

Energy Recovery Unit, Air-to-Air - 1,001 - 2,000 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$13,023.00
Total Quantity:	1 Ea
Total Current Cost:	$13,845.63
Inflation Rate:	3.11%
Total Expenditures:	$25,546.32

Energy Recovery Unit, Air-to-Air - 2,001 - 4,000 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	20y 6m
Next Activity Date:	01/01/2048

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$15,330.00
Total Quantity:	2 Ea
Total Current Cost:	$32,596.70
Inflation Rate:	3.11%
Total Expenditures:	$62,978.39

Energy Recovery Unit, Air-to-Air - up to 1,000 CFM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	20y 6m
Next Activity Date:	01/01/2048

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$10,982.00
Total Quantity:	4 Ea
Total Current Cost:	$46,702.80
Inflation Rate:	3.11%
Total Expenditures:	$90,274.38

Exterior Caulking and Sealants

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Façade
Condition:	Good

Comments/Notes

Periodic replacement of the caulking ensures building envelope integrity

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per LF:	$4.28
Total Quantity:	14,580 LF
Total Current Cost:	$64,341.54
Inflation Rate:	3.11%
Total Expenditures:	$240,220.08

Exterior Door, Glass Entrance Doors (double panel)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	24y 6m
Next Activity Date:	01/01/2052

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$6,418.00
Total Quantity:	1 Ea
Total Current Cost:	$6,617.60
Inflation Rate:	3.11%
Total Expenditures:	$14,230.50

Exterior Door, Glass Entrance Doors (single panel)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Doors
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	25y 6m
Next Activity Date:	01/01/2053

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$4,207.00
Total Quantity:	2 Ea
Total Current Cost:	$8,675.68
Inflation Rate:	3.11%
Total Expenditures:	$19,535.53

Façade Repairs (Allowance)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Façade
Condition:	Good

Comments/Notes

An allowance intended to build reserves for one substantial facade repair event every 30 to 50 years.

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$175,000.00
Total Quantity:	1 LS
Total Current Cost:	$180,442.50
Inflation Rate:	3.11%
Total Expenditures:	$673,684.72

Fans, Roof Mounted, Upblast - 5 H.P.

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2024
Cost Per Ea:	$7,098.00
Total Quantity:	2 Ea
Total Current Cost:	$15,562.10
Inflation Rate:	3.11%
Total Expenditures:	$29,159.86

FF&E, Billiards Room

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	13y 6m
Next Activity Date:	01/01/2041

Financial Data

Estimate Date:	01/01/2025
Cost Per SF:	$45.00
Total Quantity:	870 SF
Total Current Cost:	$41,623.41
Inflation Rate:	3.11%
Total Expenditures:	$150,714.45

FF&E, Co-working Room

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2026
Cost Per SF:	$22.00
Total Quantity:	900 SF
Total Current Cost:	$20,415.60
Inflation Rate:	3.11%
Total Expenditures:	$33,325.20

FF&E, Cold Plunge

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	16y 6m
Next Activity Date:	01/01/2044

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,311.00
Inflation Rate:	3.11%
Total Expenditures:	$17,354.58

FF&E, Fitness Equipment, Cardio

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	17y 6m
Next Activity Date:	01/01/2045

Financial Data

Estimate Date:	01/01/2026
Cost Per PC:	$5,000.00
Total Quantity:	7 PC
Total Current Cost:	$36,088.50
Inflation Rate:	3.11%
Total Expenditures:	$62,630.08

FF&E, Fitness Equipment, Strength

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	18y 6m
Next Activity Date:	01/01/2046

Financial Data

Estimate Date:	01/01/2026
Cost Per PC:	$2,500.00
Total Quantity:	7 PC
Total Current Cost:	$18,044.25
Inflation Rate:	3.11%
Total Expenditures:	$32,288.94

FF&E, Landscaping, Roof Deck/Terrace/etc.

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	10y 6m
Next Activity Date:	01/01/2038

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$15,000.00
Total Quantity:	2 LS
Total Current Cost:	$30,933.00
Inflation Rate:	3.11%
Total Expenditures:	$139,395.12

FF&E, Lobby

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	12y
Remaining Useful Life:	13y 6m
Next Activity Date:	01/01/2041

Financial Data

Estimate Date:	01/01/2025
Cost Per SF:	$22.00
Total Quantity:	1,130 SF
Total Current Cost:	$26,430.70
Inflation Rate:	3.11%
Total Expenditures:	$99,184.62

FF&E, Lounge

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	16y 6m
Next Activity Date:	01/01/2044

Financial Data

Estimate Date:	01/01/2025
Cost Per SF:	$47.00
Total Quantity:	440 SF
Total Current Cost:	$21,986.36
Inflation Rate:	3.11%
Total Expenditures:	$37,005.32

FF&E, Outdoor Garden Patio

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y 6m
Next Activity Date:	01/01/2040

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$5,000.00
Total Quantity:	1 LS
Total Current Cost:	$5,155.50
Inflation Rate:	3.11%
Total Expenditures:	$18,104.52

FF&E, Pet Spa

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,311.00
Inflation Rate:	3.11%
Total Expenditures:	$42,165.37

FF&E, Roof Deck, Furnishings

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y 6m
Next Activity Date:	01/01/2040

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$10,000.00
Total Quantity:	2 LS
Total Current Cost:	$20,622.00
Inflation Rate:	3.11%
Total Expenditures:	$73,544.20

FF&E, Steam Room

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$10,000.00
Total Quantity:	1 LS
Total Current Cost:	$10,311.00
Inflation Rate:	3.11%
Total Expenditures:	$16,831.13

Fire Alarm Panel

Basic Info

Type of Cost:	Replacement
Location:	Other
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$10,000.00
Total Quantity:	1 Ea
Total Current Cost:	$10,311.00
Inflation Rate:	3.11%
Total Expenditures:	$42,165.37

Fire Alarm System

Basic Info

Type of Cost:	Replacement
Location:	Other
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per U:	$453.00
Total Quantity:	94 U
Total Current Cost:	$43,906.27
Inflation Rate:	3.11%
Total Expenditures:	$179,548.46

Fire Pump/Jockey Pump, Electric - 500 GPM

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2024
Cost Per Ea:	$36,788.00
Total Quantity:	1 Ea
Total Current Cost:	$40,328.17
Inflation Rate:	3.11%
Total Expenditures:	$74,408.80

Flashings and Sealants, Parapets/Roof Edges

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	12y 6m
Next Activity Date:	01/01/2040

Financial Data

Estimate Date:	01/01/2024
Cost Per LF:	$14.70
Total Quantity:	4,710 LF
Total Current Cost:	$75,901.54
Inflation Rate:	3.11%
Total Expenditures:	$297,167.06

Fluid-Applied Flooring - Sealant or Paint

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$1.25
Total Quantity:	4,105 SF
Total Current Cost:	$5,623.85
Inflation Rate:	3.11%
Total Expenditures:	$12,328.85

Generator, Gas - 300 kW (Rebuild)

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	24y 6m
Next Activity Date:	01/01/2052

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$65,005.50
Total Quantity:	1 Ea
Total Current Cost:	$69,111.72
Inflation Rate:	3.11%
Total Expenditures:	$148,617.98

Intercom System, Master Door, Video Type

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$8,145.00
Total Quantity:	1 Ea
Total Current Cost:	$8,398.31
Inflation Rate:	3.11%
Total Expenditures:	$34,343.70

Inverted Roof Membrane Assembly (IRMA) W/ Green Surfaces (6" deep, small plantings)

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Good

Comments/Notes

Pricing assumes the reuse of existing pavers and pedestals sans ~15% damage/erosion

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2025
Cost Per SF:	$63.57
Total Quantity:	515 SF
Total Current Cost:	$34,806.79
Inflation Rate:	3.11%
Total Expenditures:	$65,365.54

Inverted Roof Membrane Assembly (IRMA) W/ Pavers

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Good

Comments/Notes

Pricing assumes the reuse of existing pavers and pedestals sans ~15% damage/erosion

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	22y 6m
Next Activity Date:	01/01/2050

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$26.86
Total Quantity:	5,015 SF
Total Current Cost:	$147,666.69
Inflation Rate:	3.11%
Total Expenditures:	$288,201.68

Locker Rooms/Showers, Resident (Allowance)

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Space
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$22,500.00
Total Quantity:	1 LS
Total Current Cost:	$23,199.75
Inflation Rate:	3.11%
Total Expenditures:	$94,872.09

Mailboxes, Per-Compartment

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$110.00
Total Quantity:	94 Ea
Total Current Cost:	$10,661.57
Inflation Rate:	3.11%
Total Expenditures:	$19,671.47

Multi-ply Bituminous Roof Membrane, w/ Mineral Cap Sheet

Basic Info

Type of Cost:	Replacement
Location:	Building Exterior
Category:	Roof
Condition:	Good

Comments/Notes

Pricing is for membrane replacement only, and does not include cost for sub straight repair or replacement.

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	23y 6m
Next Activity Date:	01/01/2051

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$15.15
Total Quantity:	2,300 SF
Total Current Cost:	$38,198.40
Inflation Rate:	3.11%
Total Expenditures:	$74,523.44

Paint Stairs and Railings

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	10y 6m
Next Activity Date:	01/01/2038

Financial Data

Estimate Date:	01/01/2024
Cost Per Flr:	$910.00
Total Quantity:	58 Flr
Total Current Cost:	$57,859.12
Inflation Rate:	3.11%
Total Expenditures:	$260,733.81

Paint Walls and/or Ceiling

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	7y
Remaining Useful Life:	10y 6m
Next Activity Date:	01/01/2038

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$1.34
Total Quantity:	5,595 SF
Total Current Cost:	$8,219.06
Inflation Rate:	3.11%
Total Expenditures:	$54,087.33

Paint Walls and/or Ceiling (BoH)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	11y 6m
Next Activity Date:	01/01/2039

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$0.96
Total Quantity:	13,155 SF
Total Current Cost:	$13,839.06
Inflation Rate:	3.11%
Total Expenditures:	$53,659.32

Railings, Roof - Resecure/Paint as Required

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Building Exterior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	13y 6m
Next Activity Date:	01/01/2041

Financial Data

Estimate Date:	01/01/2025
Cost Per LF:	$65.00
Total Quantity:	2,065 LF
Total Current Cost:	$142,703.89
Inflation Rate:	3.11%
Total Expenditures:	$558,755.11

Reserve Study Update (Allowance)

Basic Info

Type of Cost:	Professional Service
Location:	Other
Category:	Safety
Condition:	Good

Comments/Notes

In accordance with national lending guidelines

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	3y
Remaining Useful Life:	2y 6m
Next Activity Date:	01/01/2030

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$7,500.00
Total Quantity:	1 Ea
Total Current Cost:	$7,733.25
Inflation Rate:	3.11%
Total Expenditures:	$132,691.14

Sauna, Custom - 61-150 S.F. (Allowance)

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$34,500.00
Total Quantity:	1 Ea
Total Current Cost:	$35,572.95
Inflation Rate:	3.11%
Total Expenditures:	$145,470.52

Security, Cameras & Monitoring System

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Safety
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per :	$515.00
Total Quantity:	15
Total Current Cost:	$7,965.24
Inflation Rate:	3.11%
Total Expenditures:	$32,572.71

Security, Key FOB System (Allowance)

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	Safety
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per LS:	$4,700.00
Total Quantity:	1 LS
Total Current Cost:	$4,846.17
Inflation Rate:	3.11%
Total Expenditures:	$19,817.72

Sewage Ejector Pump - Duplex

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	26y 6m
Next Activity Date:	01/01/2054

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$16,838.00
Total Quantity:	1 Ea
Total Current Cost:	$17,901.61
Inflation Rate:	3.11%
Total Expenditures:	$40,927.32

Storage Tank, Domestic Hot Water - 250-Gal

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2024
Cost Per Ea:	$8,000.00
Total Quantity:	2 Ea
Total Current Cost:	$17,539.70
Inflation Rate:	3.11%
Total Expenditures:	$50,178.53

Storm Pump - Simplex

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	22y 6m
Next Activity Date:	01/01/2050

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$7,598.00
Total Quantity:	1 Ea
Total Current Cost:	$8,077.94
Inflation Rate:	3.11%
Total Expenditures:	$16,338.75

Sump Pump - Simplex

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$7,598.00
Total Quantity:	1 Ea
Total Current Cost:	$8,077.94
Inflation Rate:	3.11%
Total Expenditures:	$14,904.47

Sump Pump - Simplex

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	20y 6m
Next Activity Date:	01/01/2048

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$7,598.00
Total Quantity:	1 Ea
Total Current Cost:	$8,077.94
Inflation Rate:	3.11%
Total Expenditures:	$15,368.00

Terrazzo - Polish

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	10y
Remaining Useful Life:	9y 6m
Next Activity Date:	01/01/2037

Financial Data

Estimate Date:	01/01/2026
Cost Per SF:	$2.00
Total Quantity:	1,720 SF
Total Current Cost:	$3,546.64
Inflation Rate:	3.11%
Total Expenditures:	$17,354.91

Trash Compactor, Chute Fed, 250 lbs./hr.

Basic Info

Type of Cost:	Replacement
Location:	Amenities
Category:	FF&E
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2025
Cost Per Ea:	$13,846.00
Total Quantity:	1 Ea
Total Current Cost:	$14,720.61
Inflation Rate:	3.11%
Total Expenditures:	$27,160.74

VRF Fan Coil, Cassette - 0.75-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	15y 6m
Next Activity Date:	01/01/2043

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$4,037.00
Total Quantity:	2 Ea
Total Current Cost:	$8,325.10
Inflation Rate:	3.11%
Total Expenditures:	$23,816.90

VRF Fan Coil, Ceil Concealed - 0.5-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$4,250.00
Total Quantity:	2 Ea
Total Current Cost:	$8,764.36
Inflation Rate:	3.11%
Total Expenditures:	$16,422.40

VRF Fan Coil, Ceil Concealed - 1-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$3,950.00
Total Quantity:	1 Ea
Total Current Cost:	$4,072.84
Inflation Rate:	3.11%
Total Expenditures:	$7,514.73

VRF Fan Coil, Ceil Concealed - 1.5-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$4,050.00
Total Quantity:	2 Ea
Total Current Cost:	$8,351.92
Inflation Rate:	3.11%
Total Expenditures:	$15,649.58

VRF Fan Coil, Ceil Concealed - 1.25-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	21y 6m
Next Activity Date:	01/01/2049

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$4,025.00
Total Quantity:	4 Ea
Total Current Cost:	$16,600.72
Inflation Rate:	3.11%
Total Expenditures:	$33,086.37

VRF Fan Coil, Ceil Concealed - 2.5-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$5,099.00
Total Quantity:	1 Ea
Total Current Cost:	$5,257.58
Inflation Rate:	3.11%
Total Expenditures:	$9,700.67

VRF Fan Coil, Ceil Concealed - 3-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	22y 6m
Next Activity Date:	01/01/2050

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$5,499.00
Total Quantity:	4 Ea
Total Current Cost:	$22,680.08
Inflation Rate:	3.11%
Total Expenditures:	$45,202.94

VRF Fan Coil, Wall Mount - 2-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	15y
Remaining Useful Life:	14y 6m
Next Activity Date:	01/01/2042

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$3,687.00
Total Quantity:	2 Ea
Total Current Cost:	$7,603.33
Inflation Rate:	3.11%
Total Expenditures:	$31,092.75

VRF Outdoor Heat Pump - 3-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$19,816.00
Total Quantity:	1 Ea
Total Current Cost:	$20,432.28
Inflation Rate:	3.11%
Total Expenditures:	$37,699.23

VRF Outdoor Heat Pump - 6-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	20y 6m
Next Activity Date:	01/01/2048

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$22,895.00
Total Quantity:	1 Ea
Total Current Cost:	$23,607.03
Inflation Rate:	3.11%
Total Expenditures:	$44,911.54

VRF Outdoor Heat Pump - 8-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	21y 6m
Next Activity Date:	01/01/2049

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$25,974.00
Total Quantity:	1 Ea
Total Current Cost:	$26,781.79
Inflation Rate:	3.11%
Total Expenditures:	$52,535.99

VRF Outdoor Heat Pump - 10-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	22y 6m
Next Activity Date:	01/01/2050

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$30,035.00
Total Quantity:	25 Ea
Total Current Cost:	$774,227.25
Inflation Rate:	3.11%
Total Expenditures:	$1,520,172.90

VRF Outdoor Heat Pump - 14-Ton

Basic Info

Type of Cost:	Replacement
Location:	Mechanical
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	19y 6m
Next Activity Date:	01/01/2047

Financial Data

Estimate Date:	01/01/2026
Cost Per Ea:	$45,335.00
Total Quantity:	1 Ea
Total Current Cost:	$46,744.92
Inflation Rate:	3.11%
Total Expenditures:	$86,248.22

Wall Covering, Vinyl, Medium Weight

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	12y
Remaining Useful Life:	13y 6m
Next Activity Date:	01/01/2041

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$3.32
Total Quantity:	6,998.75 SF
Total Current Cost:	$25,468.45
Inflation Rate:	3.11%
Total Expenditures:	$95,290.06

Windows - Recondition (per tenant unit)

Basic Info

Type of Cost:	Repairs & Maintenance
Location:	Building Exterior
Category:	Façade
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	25y
Remaining Useful Life:	24y 6m
Next Activity Date:	01/01/2052

Financial Data

Estimate Date:	01/01/2025
Cost Per U:	$7,500.00
Total Quantity:	94 U
Total Current Cost:	$749,532.88
Inflation Rate:	3.11%
Total Expenditures:	$1,689,658.40

Wood Flooring - Engineered (Pergo, Laminate - Premium)

Basic Info

Type of Cost:	Replacement
Location:	Building Interior
Category:	
Condition:	Good

Useful Life

Last Activity Date:	N/A
Est. Useful Life:	20y
Remaining Useful Life:	23y 6m
Next Activity Date:	01/01/2051

Financial Data

Estimate Date:	01/01/2024
Cost Per SF:	$6.85
Total Quantity:	3,635 SF
Total Current Cost:	$27,295.22
Inflation Rate:	3.11%
Total Expenditures:	$52,099.39

METHODS AND DISCLOSURES

A Community Association typically has two major budgetary requirements: the general operating reserve and the capital repair and replacement reserve. The scope of this report is limited to the capital repair and replacement reserve criteria. It is assumed that the general operating reserve is accounted for in the general maintenance budget. Definitions for the industry-accepted interpretations for each of these budgets are included in the Definitions and Methods section below.

There are currently no ASTM, Fannie Mae, or FHA reserve study standards. The closest standards to review are ASTM E 2018-24 property condition assessment (PCA), and property condition report (PCR) standards, or Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator. Additionally, currently, there are three national organizations with a set of reserve study guidelines: the International Capital Budgeting Institute (ICBI), the Association of Professional Reserve Analysts (APRA), and the Community Association Institute (CAI). All of these sources, along with the experience and knowledge of industry experts and professional engineers, were used to create SI's guidelines for reserve studies.

SI guidelines require that a Reserve Study include a component inventory, a condition assessment, life valuation estimates, fund status, and a funding plan. The guideline also requires that a reserve study include recommended reserve contributions for a minimum of thirty years, projected expenses for a minimum of thirty years, and projected ending reserve fund expenses for a minimum of thirty years.

This report will project the capital repair and replacement reserve for thirty years, as required by SI guidelines. As such, some items with an estimated useful life greater than thirty years are not included in this report at this time. As the property ages, updating the schedule of components included within the reserve study will be required to ensure proper funding is provided for those longer-life items. An annual review of the reserve schedule is recommended as the age of those longer-life components encroaches upon the 30-year evaluation period.

It should be noted that the projection for the first ten years of this study will be the most reliable. Further, circumstances with respect to regulatory and lending guidelines are prone to revision and/or change. Therefore, it is generally recommended that this study be updated every two to three years. Current reserve study and lending guideline expirations are included in the Report Expiration and Future Updates section below.

This report is intended to be used as a tool to determine reserve fund allocation requirements for the community, to manage future Association obligations, and to inform the community of future financial needs. The reserve plan, based on all the assumptions, assures that funds for major repairs and replacements will be available when needed. It also provides an equitable method for charging current owners, rather than future owners, the cost of current use.

INSPECTION AND REVIEW:

For projects that are inspected, common areas of the property are visually inspected, including the exterior, the rooftop, the interior corridors, and any basement or cellar levels, including the mechanical, electrical, plumbing (MEP) equipment, and any other systems serving the property in which the residents have a common interest.

In general accordance with the scope of a Reserve Study, recommendations for system upgrades in the building are not included. Instead, cost projections within this reserve are predicated on the assumption that replacements for the components observed at the time of SI's inspection, which are discussed below, will be for 'like-kind' equipment. However, the City of New York is on the cusp of new climate and emission initiatives that may call into question the logistics of replacing certain components within the building.

CLIMATE INITIATIVES:

Many States have created legislation around reducing emissions from multi-family residential properties. For example, New York City Local Law 97 (LL-97) was included in the Climate Mobilization Act passed by the City Council in April 2019 as part of the New York City Green New Deal. LL-97 set forth that most buildings over 25,000 square feet will be required to meet new energy efficiency and greenhouse gas emissions limits by 2024, with stricter limits coming into effect in 2030 and each successive five-year period through 2050. These deadlines fall within the purview of the 30-year horizon established for a reserve study.

Whereas LL-97 is anticipated to have the largest impact on older pre-war buildings throughout New York City, there may also be an impact on buildings constructed post-turn-of-the-century. System replacements that may have qualified previous initiatives with some retro-commissioning may no longer comply with LL-97 energy efficiency requirements. With respect to the property, although still working adequately, the potential exists that certain systems throughout the building will require redesign to satisfy these new climate and emission initiatives.

LL-97's predecessor, Local Law 87 (LL-87 - circa 2009), set in motion the first round of energy compliance objectives by requiring buildings to complete an Energy Efficiency Report (EER) once every ten years, and Building Energy Audits (BEA) are the vehicle by which a building should be assessed in order to establish a baseline for energy consumption.

Regardless of the jurisdiction, a community can engage qualified engineering professionals to evaluate its property for future compliance goals and subsequent system replacements for aging/obsolete building systems. If a BEA of the property has already been completed, the reserve schedule can be updated to incorporate agreed-upon alterations in lieu of replacing existing components with like-kind systems.

It should be anticipated that any reserve study may require adjustments to accommodate future climate initiatives as the deadlines for compliance approach.

STRUCTURAL EVALUATION:

The field of structural design is predicated on the concept that a 'structure' (i.e., foundations, superstructures, and sub-structures, etc.) should have an indeterminately long estimated useful life, with the caveat that all other construction disciplines (facades, windows, roofing, etc.) perform as designed, are properly installed, and are adequately maintained. Further, whereas current costing resources, such as RS-Means and Marshall Value Swift, can project the cost to complete the construction of a new structural system, the magnitude of such an operation for an already existing building is not logistically probable, nor practical for reserve consideration. The construction costing industry is, therefore, ill-equipped to provide focused cost analysis for the 'upkeep' of structural components.

On a more rudimentary level, the vast majority of provisions utilized to maintain healthy structural integrity (as they pertain to foundations, superstructures, and sub-structures, etc.) are widely considered reactive 'best practice' routine maintenance practices. Conventional 'best practice' routine maintenance for structural deficiencies includes such measures as sealing cracks in a foundation wall to prevent water infiltration, expeditiously repairing spalling concrete to prevent exposure to the steel reinforcement, etc. Items of routine maintenance, such as these, fall outside the conventional definition of what qualifies as a reserve cost, falling instead within the purview of a property's routine operations budget.

Other more significant structural deficiencies typically require 'one-time' repairs to failed structural components, such as mud-jacking, settling, or displaced foundation components, underpinning bowed retaining features, etc. One-time repairs are post-failure measures that typically fall into one of two categories: unpredictable design flaws and/or acts of God, or gross negligence in deferred maintenance on the part of management. In either case, 'one-time' repairs should not be an expectation and do not represent a qualified norm for the vast majority of buildings.

Further, items of routine maintenance or one-time repairs are typically either implemented for less than the established cost threshold of a reserve study and/or logistically do not lend themselves to the grouping of similar or related assets. They are too varied, subject to too wide a classification of componentry, and/or are representative of planned failure or gross negligence. A Reserve Study does not include reserves for planned structural failure or

gross negligence.

With respect to a reserve study, the scope of a structural evaluation is aimed at ensuring funding is available for the upkeep of structural components as they relate to the infrastructure of the entire building and/or the components installed therein. It is important to note that the potential level of investigative scrutiny required for a building can be significantly higher than that of a conventional reserve study. For example, whereas many state statutes allow for a Structural Integrity Reserve Study to be completed by "visual inspection," they may also provide for destructive testing to be performed at the discretion of the inspector. This level of scope has historically been the purview of a forensic-level inspection and report, which stands apart from the scope of service provided by a conventional reserve study prepared primarily for financial lending. To that end, if a potentially significant structural issue is observed during the course of an inspection, it is SI's protocol to recommend that a qualified structural engineer be consulted for additional investigation.

In accordance with state or local statutory requirements, SI will occationally included a standard line item for the budgeting of minor repairs to the building foundation and/or superstructure: the Structural Repairs (allowance). This line item would be included to recur on whatever statutory timing requires, and at a cost consistent with whatever the statutory minimum cost threshold might be. It should be noted that this line item would stand apart from any subsequent recommendations or reserve costs that may result from any future forensic-level inspections included within any subsequent Structural Integrity Reserve Study. Further, whereas SI does not anticipate any subsequent structural allowance cost requirements for newer buildings, it is important to note that as buildings age, their structural integrity may require a repair budget that could significantly alter the funding requirements outlined within an analysis. Ergo, the reserve fund should be periodically reviewed and adjusted as required in accordance with the results of any future Structural Integrity Reserve Study inspections.

FACADE REPAIRS ALLOWANCE:

Regardless of their age or disposition with respect to local code requirements, the average building typically requires at least one substantial facade repair event every 30 to 50 years. It is therefore prudent to anticipate that a building will require at least one major facade repair event within, or shortly after, a typical reserve term. SI therefore includes a standard line item for future facade repairs, to recur on a ten to fifteen-year estimated useful life. This line item is incorporated into the reserve fund as a modest ten to fifteen-year expense with the intent of accruing over a period of time, while also accommodating the occasional minor repairs. As the building ages beyond the horizon of this report, SI anticipates that the facade repairs allowance line item will require adjustment to accommodate more significant repair needs. SI has also included an allowance for periodic caulking and sealing, and painting of the exterior of the building.

SI's standard facade maintenance allowance is intended to prepare a reserve fund for future work. However, occasionally, that 'one major facade repair event' must be considered earlier in the reserve term. Specifically, as brick or concrete masonry ages, the mortar providing adhesion becomes weathered and soft and begins to erode. Failure in the mortar joints leads to the destabilization of the brick field. Early signs of failure include settlement cracking, deflection, and/or loose bricks/blocks. If left unchecked, these early failure conditions become more severe, often resulting in falling bricks/blocks or even the collapse of portions of the facade. Therefore, in addition to the general facade maintenance allowance, SI may occationally included early reserve consideration for tuck point masonry repairs to the brick facade.

It should be noted that, depending upon the scope of required repairs, a number of other contractor mobilization costs may apply. For example, if the building does not have a roof-mounted maintenance unit or davit arm system, repair work will be dependent upon the erection and dismantling of scaffold rigging. Depending on the contractor, additional monthly rental charges may also apply. Further, facade repair projects may require sidewalk bridging to protect pedestrians from falling debris.

Because they are operational in nature, ancillary contractor mobilization costs such as these are typically outside the purview of a reserve study. However, as the cost for these types of repair can be quite costly, SI may occasionally include reserve funding for scaffold rigging and/or sidewalk bridging to be completed as part of the brick tuckpointing repair work. If included, it should be noted that these are placeholder costs only and that they

cannot account for unforeseen contractor variability. In order for the reserve fund to adequately budget for these repairs, it will be necessary to update allowances in accordance with any bids and/or proposals provided by qualified contractors. It is also important to note that the facade repairs budget should be periodically reviewed and adjusted as required in accordance with the results of any future inspections or repairs.

INTERIOR FINISHES:

When completed from plan review, if a partial finish schedule or Interior Design plans are provided for review, where available, SI would include specific finishes for those common areas and/or amenity spaces identified in the provided information. However, a detailed finish schedule for common areas is not always available. Therefore, as budgetary placeholders, SI would include allowances for typical finishes (i.e., carpeted flooring, vinyl wall coverings, and painted ceilings) in the common areas and amenity spaces throughout the building. It should be noted that with respect to the common areas and amenities throughout the building, finishes are often subject to change throughout a project's development. Any subsequent updates to the reserve study should include a survey of installed finishes or schedule revisions.

Common corridors accessing tenant units will have finishes with different estimated useful lives; however, it is often the case that corridor finishes are all refreshed at the same time to avoid unnecessary community disruptions. Therefore, in lieu of providing itemized finish costs for common corridors, SI may occasionally utilize a calculated cost per square foot of floor space for all finishes within the corridors. The timing, or estimated useful life, for the budgeting of these replacements will be an average of the individual finishes.

Certain finishes, such as terrazzo flooring, marble or stone flooring or walls, higher-end ceramic or porcelain tiling, hardwood flooring and paneling, metal, glass, etc., have what is referred to as "indeterminately long estimated useful lives." These types of finishes typically do not *require* replacement during a reserve term, and instead only require polishing, occasional buffing, and/or minor repairs as part of a property's routine maintenance budget. As such, indeterminately long estimated useful life finishes are often left out of reserve schedules. If excluded from the reserve, conditions are assumed to be good.

In anticipation of renovations for the sake of aesthetics, some communities prefer to capture allowances for future upgrades to indeterminately long estimated useful life finishes. When replacements for higher-end finishes are included, it is important to note that the cost to replace or renovate higher-end finishes is extremely variable. Therefore, if included, these allowances should be periodically reviewed in accordance with any future renovation plans or contractor bids to ensure proper funding is available.

Further, the costs for renovation design and finish selections can vary significantly. The budgeting for any interior renovation costs should be reviewed as the need for finish replacements arises, in accordance with any contractor bids or proposals.

ELEVATORS:

Due to technological advancement and estimated useful life, some elevator components, such as controller equipment and machinery, lend themselves to refurbishment or retrofit, while others, such as cab interiors and doors, are generally budgeted for total replacement. When considering an elevator as a singular system cost, this is commonly referred to as 'modernization' or 'partial modernization.'

'Modernization,' or 'partial modernization,' applies to any elevator system or component that has undergone upgrades or retrofitting in lieu of full replacement. The modernization of elevator components is often completed to reduce the overall costs associated with elevator repairs or replacement. In most cases, elevator modernization refers only to controller upgrades and machinery retrofit; however, the scope involved can vary significantly depending on the systems or contractor involved.

Depending on when the elevator systems at the property were installed, certain code requirements and/or design specifications potentially exclude them from modernization. Unless the elevator systems have been reviewed by a qualified elevator specialist and a modernization scope has been determined otherwise, it is SI's policy to

recommend the total replacement of all elevator components for older systems.

Further, although subject to a review by a qualified elevator specialist, if an elevator system has been reported as 'modernized,' or was otherwise observed to have been upgraded in lieu of being replaced, it is SI's policy to recommend the total future replacement of all elevator components.

However, if an elevator system is determined to qualify, it is anticipated that future capital planning would include at least partial modernization. Barring specific engineering documentation, SI will therefore include costs for the modernization of the controller equipment and machinery, with subsequent replacement costs to follow after 20 and 30 years, respectively. With respect to the controller and machinery equipment, whereas the line items have been included in the reserve schedule, post-modernization replacements may fall outside the 30-year term defined for this report. The intention behind their inclusion is therefore to ensure consideration for future budgeting requirements.

There are dozens of components involved with the operation of elevator systems, which are not practical to outline individually within the scope of reserve budgeting. SI, therefore, generalizes elevator costs into five main categories - Controllers, Machinery, Cabs, Cab Doors, and Shaft Doors. On occasion, additional categories may be incorporated to more accurately convey the service histories of the elevator systems.

Each elevator category has an estimated useful life representative of the components referenced within, and baseline costs provided in the reserve schedule are representative of the mean pricing established from numerous proposals and bids provided to SI. However, because the scope for elevator modernization can vary significantly, future adjustments to the costs for elevator components within this reserve study may be required.

FUNDING PLAN:

The following describes how the funding plan was produced:

- Reserve Item Data - for each reserve item, the following was determined: description, category, basis cost, cost, quantity, estimated useful life, and estimated remaining life;
- Expenditures - the reserve item data above was used to project when the initial and recurring expenditures will be incurred over the next 30 years (the projection excludes taxes on interest earned);
- Interest – if used, calculated on the available funds within the reserve account(s) at the end of any given year;
- Inflation - if used, applied to reserve item costs annually;
- Contribution – determined based on the following: annual contribution increases, interest earned with related taxes, and inflation on reserve items.
- Reserve Fund Balance – projected from the date of the reserve study to the beginning of the fiscal year above, utilizing the chosen funding method and subsequent funding goal.

LIMITATIONS:

The observations described in this study are valid as to the date of the investigation, if one was performed, and have been made under the conditions noted in the report. This study is limited to the documentation provided to us, and the provided budget is for existing conditions. This reserve study is a budgetary tool, and no implication is made as to its uses as an engineering study.

This report does not render an opinion on un-evaluated portions of the project. SI did not evaluate the following areas, and this report makes no representations or conclusions regarding:

- Unit interior finishes
- Interior unit systems and equipment
- All non-common elements
- Any common areas/components that were inaccessible to the inspector or otherwise undisclosed by the site representative.

SI has provided an evaluation for the budgeting of the capital repairs and replacements fund. Unless otherwise stated, SI has not provided budgeting for capital improvements. It should be assumed that the total amount of funding available for repairs and replacements, as prescribed in this study, will be insufficient to cover costs for capital improvements, which would include the design development of upgraded or reconfigured amenities, and/or upgraded systems, components, or materials.

SI did not include reserve funding for any items with an estimated life beyond 30 years, such as structural components. Some of these replacement costs are high-dollar items and may need to be replaced between years 30 and 40. A yearly review of the reserve study should be performed to ensure proper funding is provided as the longer-life items move within the 30-year evaluation period as the property ages.

SI did not perform any computations or other engineering analysis as part of this evaluation, nor did SI conduct a comprehensive code compliance investigation. This report should not be construed as providing any engineering or code compliance information. The appendices are an integral part of this report and must be included in any review.

In our Reserve Fund Analysis, SI has provided estimated costs and useful lives. These metrics are based on our general knowledge of building systems as well as the contracting and construction industry. When appropriate, SI has relied on standard sources, such as RSMeans Building Construction Cost Data, to develop estimates. However, for some items for which SI has developed costs or estimated useful lives (e.g., structural repairs), no standard guide for estimating such metrics exists. The actual costs and useful lives can vary, sometimes significantly, based on the availability of qualified contractors to do the work, advancements in technology, and other variables. SI assumes no liability and makes no warranties, expressed or implied, as to the specific cost estimates provided or the estimated useful lives expressed.

SI has performed no design work as a part of this study, nor has SI obtained competitive quotations or estimates from contractors, as this is beyond the scope of this project. The actual cost to replace components and maintain items that SI has identified may vary significantly from estimates and competitive quotations from contractors.

DEFINITIONS

Reserve Study - The art and science of anticipating and preparing for major common area repair and replacement expenses. It is a budgetary planning tool that identifies the current status of the reserve fund and recommends a stable, equitable funding plan to offset the major anticipated common area expenditures. The reserve study serves to produce a funding plan that will project future contributions and expenditures to ensure that reserve funds are available as needed. A reserve study helps Community Associations anticipate large expenditures over an extended period of time. By using this structured process and analysis, the Association is able to meet financial requirements without increasing service fees above permitted maximums, borrowing funds, and/or levying special financial assessments on the property owners.

The scope of this reserve study is limited to the following:

- Developing component inventories based on inspection, partial drawings (if available), and mutually agreed-upon assumptions
- Providing condition assessments for all identified components
- Developing life and valuation estimates
- Providing a current funding status evaluation
- Providing a model for a funding plan

This report forecasts Community obligations for thirty (30) years into the future. Due to this forecast, it should be noted that events might occur that affect the cost and useful life assumptions used in this study. Specifically, inevitable market fluctuations and unexpected wear on materials can occur. Therefore, this study should be updated every two years in order to accurately reflect the needs and obligations of the community.

Lender Property Analysis - The lender property analysis serves to highlight specific observations and recommendations as they apply to those concerns outlined within Fannie Mae and Freddie Mac's New Requirements. The site inspection performed at the property is subject to the scope and limitations of the corresponding reserve study. As such, observations are appropriate to the level necessary for the preparation of a reserve study, which is limited to visual inspection only. No destructive testing or forensic-level investigation was completed in the preparation of this Analysis or the corresponding reserve study. The Lender Property Analysis is intended to be used as a 'check-list' to satisfy these New Requirements, and/or provide the user with sound advice for the 'next step' reconciliation of any observed condition.

General Operating Reserve - The general operating reserve, also referred to as the 'Operating Budget,' is primarily used for expenses incurred in the day-to-day operations of the community. These are expenses that happen daily, weekly, or monthly, and include items such as service provider contracts, utilities, management fees, insurance, legal fees, etc. The operating budget also typically includes a 'contingencies' line item to accommodate the occasional unforeseen expense, such as emergency inspections or regulatory compliance initiatives. The general operating reserve may also cover insignificant component repairs/replacements, such as those that do not exceed the 'cost threshold' established for the capital repair and replacement reserve (see below for 'cost threshold').

Capital Repair and Replacement Reserve - The capital repair and replacement reserve, also referred to as the 'Reserve Fund,' is used for large-scale repairs and replacements, as well as unexpected expenses or emergencies, as they relate to common components. 'Common components' refer to those in which all occupants have a common interest. The reserve fund should not be used for operating expenses, which, according to industry standards, include such considerations as contractor mobilization or professional service inspections/evaluations. Further, with some exceptions, the classic interpretation of acceptable reserve fund expenditures provides for the repair/replacement of 'like-kind' equipment. That is, equipment and materials that generally match the function and quality of currently installed components. Exceptions include any required replacements due to changing regulatory standards or the discontinuation of obsolete components. Additionally, the capital *repair and replacement* reserve is

not intended to be used as a capital *improvements* fund. Renovations intended to increase the value, configuration, utility, etc. of existing systems or amenities constitute capital improvements. Whereas it is not uncommon to supplement financing for capital improvements by using the capital repairs and replacements fund, it should be noted that the total amount of funding available for repairs and replacements of any given component or system is very often insufficient to cover costs for design development and/or upgraded systems and components.

Estimated Useful Life - The longevity of any given component identified in this reserve analysis is represented by an 'estimated useful life.' These estimates are typically established by the construction industry in five-year intervals, with the majority estimated at 15, 20, or 25 years.

Remaining Useful Life - An estimate of the number of remaining years that a system or component can be expected to function before replacement should be considered. Remaining Useful Life can generally be determined by subjecting a system or component's initial service date to its corresponding estimated useful life. Remaining Useful Life is also subject to the opinions of the professionals conducting in-field observations or preparing component schedules and is therefore sometimes referred to as the Adjusted Remaining Useful Life.

Repair/Replacement Reserves - Non-annual maintenance items that will require significant expenditure over the life of the building. Included are items that will reach the end of their estimated useful life during the course of this forecast, or, in the opinion of the investigator, will require attention during that time.

Life and Valuation Estimates - The task of estimating Useful Life, Remaining Useful Life, and Repair or Replacement Costs for the Reserve components. As noted, the Estimated Useful Life is typically established by the construction industry in five-year intervals, with the majority estimated at 15, 20, and 25 years. As a result, when initially performing a reserve analysis, the bulk of components will often show up in specific years (often years 15, 20, and 25) within the reserve schedule. To avoid the over-accumulation of expenditures in any given year, it is not uncommon to adjust the timing for component replacement budgeting in a reserve study (adjusted remaining useful life).

Condition Statements (Reserve Studies) - All physical component line items identified within this study are accompanied by a condition statement consistent with the definitions provided within CAI and ICBI guidelines. Those conditions are:

- Good: The element is intact, structurally sound, and performing its intended purpose. It requires no repair other than minor/routine maintenance (e.g., cleaning, painting). The overall effective age is lower than the typical component age.
- Fair: The element is generally structurally sound and performing its intended purpose but shows early signs of wear, failure, or deterioration (e.g., minor cracks, worn paint). Up to 25% of the component may need repair or replacement.
- Poor: The element is worn out, with excessive deferred maintenance, and is not performing its intended function. It requires major repair, overhauling, or replacement. The component is approaching the end of its functional life.

Occasionally, physical components will be identified as a combination of these three conditions. For example, a 35-year-old boiler with a 30-year estimated useful life may have a rigorous proactive routine maintenance program. While this component is beyond its industry-accepted estimated useful life, it does not meet the 25% threshold warranting a 'fair' condition statement. Therefore, the component may be described as 'good to fair.' That same boiler, at 40 years old, may function adequately but is well past its 'functional life,' exhibiting evidence of numerous repairs/overhauls, warranting a 'fair to poor' condition statement.

It should be noted that although determined by industry professionals, these condition statements can be subjective and are therefore somewhat flexible. Also, given that the level of inspection for a reserve study is limited to visual observation only, more detailed inspections could reveal otherwise hidden conditions that would affect the determined condition statement.

Functional Obsolescence - refers to a decline in value due to its architectural design, building style, size, outdated

amenities, local economic conditions, and/or changing technology. The reduction in usefulness or desirability is based on the presupposition that the feature cannot easily or cost-effectively be changed. One example would be a condominium or cooperative high-rise building that does not have an elevator.

Physical Obsolescence - refers to a decline in property value due to gross mismanagement and/or physical neglect resulting from deferred maintenance. All real property is subject to physical deterioration over time, but the degree to which property actually deteriorates can be mitigated by the owner. Examples of physical obsolescence include leaking roofs, old HVAC units, old/non-energy-efficient windows, etc.

Deferred Maintenance - the practice of postponing maintenance activities such as repairs on both real property (i.e., infrastructure) and personal property (i.e., machinery) in order to save costs, meet budget funding levels, or realign available budget monies. The failure to perform needed repairs often leads to asset deterioration and ultimately asset impairment. Generally, a policy of continued deferred maintenance typically results in higher replacement costs, asset failure, difficulty in mortgage lending, and in some cases, health and safety implications.

Construction Defect - a construction defect occurs when part of the work does not meet the specifications set out in the contract and/or construction law. There are many types of defects, but construction defects tend to result from faults in the architectural design, improper installation of building materials, or poor quality of construction work.

Patent Defect - a patent defect is an easily recognizable fault that is generally observed and corrected during construction, or early in the post-construction inspection process. Patent defects are generally obvious to the eye and are quick to resolve before becoming more substantial.

Latent Defect - latent defects are not immediately detectable as they are usually concealed, and can take weeks, months, or even years to become apparent. Latent defects are more serious, as the issue tends to be severe by the time there are visible signs. Typically, latent defects are not identified during construction, or even the first few years after completion, which makes them more difficult to resolve. Depending on when the defect becomes known, the original developers and builders may no longer have a contractual obligation to rectify the deficiency.

Cost Threshold - no costs for items that have an estimated useful life of fewer than two years have been reserved. Further, components with a total cost of less than $3,000.00 have been excluded from the reserve. Whereas the 'cost per component' for considerations such as mechanical equipment are clear cut with respect to this cost threshold, other items, such as interior/exterior finishes, or complex systems such as elevators, run the risk of misrepresentation and/or underfunding. For the purposes of ensuring a comprehensive study, it is SI's policy to treat such materials or systems as the ‘component.' The measure by which a 'component' is considered is the ‘field’ in which it has been applied. For the sake of ensuring adequate funds are available for all future capital improvements, the ‘field’ is representative of the aggregate sum of all spaces sharing a 'component' (interior/ exterior finishes), or all sub-components required for the overall function of a system (elevators). It should be noted that certain fields will occasionally be subdivided into specific locations in order to establish all areas within the field. As such, certain costs within this report may present as less than $3,000.00. However, this is to more effectively track future improvements in subsequent updates to this report.

Funding Plan - An association's plan to provide income to a reserve fund to offset anticipated expenditures from that fund.

Funding Method - the method utilized to develop the Funding Plan. There are two most common methods by which a Funding Plan can be developed:

> *Component (Straight Line) Method* - establishes separate accounts for each reserve asset, all of which must be fully funded, every year. The straight-line funding method is more commonly known as the component funding method because each account is designated to a particular asset or component and any funds within that account can only be used for uses related to that component.
>
> *Cash Flow (Pooling) Method* - takes all reserve items in an association and puts them into one general use account. Money from this account is used to pay for variable expenses when they occur. The Cash Flow

method also takes into account interest on the money being put in the reserve account, taxes owed on the interest being gained, and inflation on all items, so their future cost can be forecasted. The reserve analysis uses a computer algorithm to determine reserve contributions needed to meet various funding goals.

Funding Goal - the parameters by which the Funding Method will be held accountable. There are four most common Funding Goals. The Funding Goal selected depends on the risk tolerance and best interests of the community.

Baseline Goal - The objective of baseline funding is to ensure that the balance for the reserve fund doesn't decrease to below zero. Because there is very little room for flexibility, baseline funding can be risky because early or unexpected expenses can increase the chance that a special assessment will be needed.

Threshold Goal - Threshold funding involves setting the reserve contribution rate as needed to obtain the desired reserve balance within the specified time period. Thresholds can be established in a number of ways, including a percent-funded goal (in lieu of fully (100%) funded), or a minimum reserve fund ending balance.

Full Funding Goal - With full funding, contributions are established to ensure that the reserve fund balance at the end of each year is equal to the deterioration value of the association at that time. The calculation for deterioration is a function of the remaining useful life of the components and their replacement costs, subject to the rate of inflation (if used). Reserve contributions calculated to achieve a full funding (100%) objective are significantly higher than those made with a baseline, or threshold funding goal. Note that because the goal for the Component (Straight Line) Method is to be fully funded at the end of each year, this is the only funding goal available to that chosen funding method.

Statutory Goal - The statutory funding goal is utilized by associations when the reserve fund balance is largely determined by local or state regulations.

Preventative Maintenance Plan (PMP) - is a structured, proactive strategy that uses scheduled, routine servicing (such as inspections, cleaning, and part replacements) to prevent equipment failures, reduce downtime, and extend asset life. It involves creating an asset inventory, setting maintenance tasks based on manufacturer guidelines or usage triggers (time or usage), and assigning responsibility for tasks. PMPs often use the same component lists as reserve studies and can provide insite into the property's level of component care. A PMP can be established and/ or updated in conjunction with a reserve study; however, the two services stand alone in terms of their purposes. They should, therefore, be separate documents.

Site Inspection Reserve Study (SIRS): Also known as a Type 1 or Level I (Full) Reserve Study. Expiration is 36 months after the initial site inspection.

Site Inspection Update (SIU): Also known as a Type 2 or Level II (Update with Site Visit). After an initial reserve study has been performed, subsequent updates governed by the aforementioned 36-month expiration are referred to as Reserve Study Updates. Expiration is 36 months after the last site inspection.

Non-Site Inspection Update (NSIU): Also known as Type 3 or Level III (Update No Site Visit). Focussed on providing updated financials for the operating budget. An NSIU can be completed within the 36-month period between SIRSs, but does ***not*** affect or extend the 36-month expiration between SIRSs and/or SIUs.

Construction Plan Reserve Study (CPRS): Also known as Type 4 or Level IV (Preliminary - Not Yet Constructed). A CPRS is a reserve study completed from plans for the purposes of creating a compliant budget for the property's first year of operation. CPRSs should be updated with an SIU once the completion of construction has been achieved, and preferably after As-Built construction documents are available.

Qualifications

Dan Dormady, P.E., R.S.

SUMMARY

Licensed Professional Engineer with over 40 years of diverse experience throughout the U.S. and Canada, serving clients with residential, commercial, and industrial property inspections, investigative engineering, structural inspections, environmental site assessments, and reserve studies.

EDUCATION

B.S., Mechanical Engineering, Rensselaer Polytechnic Institute, 1981

Master's of Business Administration, Louisiana State University at Baton Rouge, 1999

PROFESSIONAL EXPERIENCE

Strategic Inspections, LLC (2010-Present)

- Performed reserve studies, transition studies, and turnover studies for condominium and homeowner's association clients using Home Run IQ.

Dormady Consulting Group, Inc. (2003-Present)

- President of Dormady Consulting Group, Inc., responsible for the development and management of the firm, serving clients with residential, commercial, and industrial property inspections, investigative engineering, structural inspections, environmental site assessments, and reserve studies.

Entergy (1987-2002)

- Engineer, maintenance superintendent, and department manager at the Waterford 3 and River Bend Station nuclear plants, responsible for direction of design and analysis for mechanical and civil/structural aspects of the plants as well as estimating, budgeting, cost control, work management, and personnel issues for engineering and maintenance departments. In addition, directed the development of new gas-fired generation facilities responsible for all aspects of project management and environmental permitting.

Ebasco Services, Inc. / Impell / BCP Techincal Services (1981-1987)

- Field Engineer at the Waterford 3 Nuclear Plant and Plant Vogtle providing mechanical systems design support during plant start-up and commercial operation. Coordinated post commercial operation design changes with the operations and maintenance departments.

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 842 SIXTH AVENUE, IN THE BOROUGH OF MANHATTAN, NEW YORK COUNTY, CITY AND STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

NAME: THE 842 SIXTH AVENUE CONDOMINIUM

DECLARANT:

842 EDENVIEW LLC
543 Dekalb Avenue, 2A
Brooklyn, NY 11205

DATE OF DECLARATION: _____, 20___

The Land affected by the within instrument lies in Block 831, F/K/A Lot 4, N/K/A Lots _____ on the Tax Map of the Borough of Manhattan, New York County, State of New York.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
Attorney(s) for Sponsor
29 Broadway Suite 2400
New York, New York 10006

DECLARATION OF THE 842 SIXTH AVENUE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Manhattan, New York County, and City and State of New York on this _____ day of _____ 20___, 842 EDENVIEW LLC (the "Declarant"), a limited liability company organized under the laws of the State of New York, whose office is situated at 543 Dekalb Avenue, 2A, Brooklyn, NY 11205 does hereby declare as follows:

ARTICLE 1 SUBMISSION OF PROPERTY

1.1. Submission of Property. Declarant hereby submits the Land and the Building (each as hereinafter defined), and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as the "The 842 Sixth Avenue Condominium" (the "Condominium").

1.2. The Land. Included in the Property described above is all Declarant's fee interest in that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in New York County, City and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof.

1.3. Condominium By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of the entire Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "By-Laws").

1.4. Property Subject to Certain Development Rights. The Property is not subject to development rights or restrictions.

1.5. Development Rights. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Declarant, but may be utilized by Declarant or any party acquiring the same from the Declarant and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, Declarant (including Declarant's successors, assignees, or designees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

1.5.1. Declarant or any entity to whom Declarant conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. Declarant or any entity to whom Declarant conveys the Development

Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by Declarant or any entity to whom Declarant conveys the Development Rights.

1.5.2. When Declarant and all Affiliates, designees, and assignees of Declarant no longer own a Unit, any remaining Development Rights associated with the Property that have not otherwise been conveyed or utilized shall become a Common Element.

1.6. Defined Terms: Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the By-Laws. In the event of a conflict between the terms and provisions of this Declaration and the terms and provisions of the By-Laws, the terms and provisions of this Declaration shall in all events govern.

ARTICLE 2 DEFINITIONS

Affiliate: with respect to any person or entity, means a person or entity which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such person or entity. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the legal or beneficial interest in such entity.

Alteration: Any alteration, addition, change, improvement, or repair to a Common Element, Limited Common Element, or a Unit.

Board of Managers: The governing body of the Condominium.

Budget Allocations: The allocation of Common Expenses among the Unit Owners set forth in Schedule D to the Declaration.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws (including all amendments thereto): One of the documents governing the operation of the Condominium, the form of which is annexed hereto as Exhibit C.

Cause: (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers.

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

Commercial Unit: Any space designated as a Commercial Unit in the Floor Plans.

Commercial Unit Owner: The owner of a Commercial Unit.

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

Common Elements: The Land, all parts of the Building other than the Units, including the foundation, roof and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

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

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The Units and Common Elements comprising the Property to be called The 842 Sixth Avenue Condominium.

Condominium Act: Article 9-B of the New York State Real Property Law.

Control Period: Declarant reserves the right to designate all members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to purchasers pursuant to an offering plan filed with the New York State Department of Law; or (b) five (5) years after the date the first Residential Unit has been conveyed to a purchaser pursuant to an offering plan filed with the New York State Department of Law.

Declarant: 842 EDENVIEW LLC, their successors, assigns, and/or designees, including any persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably in this Declaration.

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

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

Department of Law: The New York State Department of Law.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. The Sponsor's Mortgagee shall serve as the initial Insurance Trustee for so long as Sponsor's Mortgagee shall have a lien against one or more Unsold Units held by Declarant.

Limited Common Elements: Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Non-Residential Common Element: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of Non-Residential Unit Owners. Upon recording of this Declaration, no Non-Residential Common Elements exist; a subdivision of a Non-Residential Unit may create Non-Residential Common Elements in the future.

Non-Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Non-Residential Unit Owner in the Common Elements. The total of all Non-Residential Common Interest percentages appurtenant to all Non-Residential Units equals to 100%.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as (but not limited to) Community Facility Units or Commercial Units.

Non-Residential Unit Owner: An owner of a Non-Residential Unit.

Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, and any loan provided to Sponsor and/or Declarant including any mezzanine finance loan or preferred equity loan.

Permitted Mortgagee: The holder of a Permitted Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as Sponsor's Mortgagee, its successors, assigns and/or affiliates.

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

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

Residential Common Elements: Those portions of the Common Elements intended to be devoted

to the common use and enjoyment of the Residential Unit Owners.

Residential Common Expenses: All costs and expenses to be incurred generally by Residential 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 Residential Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital and replacements to the Residential Common Elements.

Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals to 100%.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest. For the purposes of voting and budgeting, Storage Units shall be treated as Residential Units.

Residential Unit Owner: The owner of a Residential Unit. For the purposes of voting and budgeting, a Storage Unit Owner shall be treated as Residential Unit Owner.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws.

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

Sponsor's Mortgagee: Any Permitted Mortgagee holding a Permitted Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the construction lender shall be deemed to be Sponsor's Mortgagee.

Storage Unit: Any space designated as a Storage Unit in the Floor Plans.

Storage Unit Owner: The owner of a Storage Unit.

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

Tax Lot Drawings (also referred to as "Floor Plans"): Tax lot drawings filed simultaneously with the recording of this Declaration in the New York City Register's Office, which drawings set forth

a description of the Building, and stating the number of stories, the number of Units and their layout, and the Common Elements, and any amendments thereto.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

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

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

ARTICLE 3 DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Declarant has constructed a building on the parcel of land described above, to be converted to a condominium known as The 842 Sixth Avenue Condominium according to Tax Lot Drawings filed simultaneously with the recording of this Declaration certified by _____ _____.

The Condominium will consist of one building comprised of a cellar, twenty-seven floors, roof, and bulkhead containing a total of ninety-four (94) Residential Units, five (5) Storage Units, and one (1) Non-Residential Unit, Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements, all as set forth in the Tax Lot Drawings. The Building is built with concrete, brick, stone, wood, steel, and glass. Each Unit Owner will have fee ownership in, and exclusive right of occupancy and possession of each Unit, together with an undivided interest in the Common Elements of the Condominium as set forth and defined in this Declaration, all in accordance with Article 9-B of the Real Property Law of the State of New York. The designations of what constitutes the Residential Units, Non-Residential Unit, Licensed Spaces, Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements may be changed by mutual consent of the Declarant and Unit Owners, and shall be reflected in an amendment to the Declaration.

The Condominium has a total land area of approximately 7,718 square feet, and the Building will contain approximately XXX gross square feet of floor area.

ARTICLE 4 DIMENSIONS OF UNITS

Each Unit is measured horizontally from the exterior side of exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators, other mechanical equipment spaces or any Common Elements or Limited Common Elements not within a Unit.

Each Unit is measured vertically from the top of the floor slab below to the underside of the finished ceiling. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit.

ARTICLE 5 COMMON ELEMENTS

5.1. Common Elements. The Common Elements include those portions of the Building that are designated as "General Common Elements" or "Common Elements" on the Tax Lot Drawings, and to the extent not specifically identified as such, all other parts of the Property (other than those areas and items specifically identified as part of a Unit, a Residential Common Element, or a Limited Common Element) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

(b) all sidewalks, fences, and landscaped areas benefiting any Common Element, or not otherwise designated as a Residential Common Element or Limited Common Element, or a part of a Unit;

(c) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material), and ceilings and floors separating the Units from one another, and from exterior walls and facades (but not including windows);

(d) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting all of the Units;

(e) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, and transformers serving or benefiting any Common Element, or all of the Units;

(f) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems, excluding, however, all such items located within a Unit and serving only that Unit;

(g) all electric service rooms, gas, steam and water meter rooms, telephone rooms, and other service, mechanical and utility rooms serving or benefiting any Common Element, or all of the Units;

(h) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Common Elements, or all of the Units;

(i) enclosing walls and doors surrounding mechanical equipment;

(j) all utilities and mechanical and electrical transfers and equipment, and vaults for such utilities used for the Common Elements, or all of the Units;

(k) portions of the Building housing equipment servicing all the Units and not allocated as a Residential Common Element or Limited Common Element;

(l) portions of the roof housing equipment servicing all the Units (but not including the equipment), or shown on the Tax Lot Drawings as Common Elements, or not allocated to the Residential Common Elements;

(m) Licensed Space; and

(n) whether or not specifically identified as part of the Common Elements (or identified at all) on the Tax Lot Drawings, all other parts of the Property either existing for the common use of all of the Units, or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

5.2. Residential Common Elements. The Residential Common Elements consist of those portions of the property designated on the Tax Lot Drawings as Residential Common Elements, and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or benefit only the Residential Units or the Residential Unit Owners whether or not designated as Residential Common Elements (or designated at all) on the Tax Lot Drawings (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers, and those areas and items specifically identified as part of a Unit or a Limited Common Element). The Residential Common Elements include, without limitation and to the extent any exist now or in the future, the following:

(a) any entrances, exits, and lobby which exclusively serve or benefit the Residential Units;

(b) any stairs, stairways and fire stairways, halls, passages, corridors, storage rooms, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(c) any security monitors and equipment and other security facilities, virtual doorman, or other low voltage system which serve or benefit only the Residential Units;

(d) any passenger elevators and elevator shafts and equipment which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(e) any landscaped areas of the Property, and any fences surrounding such area, which serve or benefit only the Residential Units or the Residential Unit Owners;

(f) any areas where plumbing, pipes, vents, flues and/or risers and equipment exclusively serving the Residential Units is located, but not including areas located within a Unit and all HVAC systems, pipes, flues, risers, vents and ducts, which are part of the Units they serve;

(g) any portions of the Building designated on the Tax Lot Drawings as Residential Common Elements; and

(h) whether or not specifically identified as part of the Residential Common Elements (or at all) on the Tax Lot Drawings, all other parts of the Property and all telecommunications equipment and all other systems, installations and facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and equipment on the Property (other than those areas and/or items specifically identified on the Tax Lot Drawings or herein as part of a Unit and/or to the General Common Elements) which serve or benefit or are necessary or convenient or existing for the common use, existence, maintenance, operation or safety of the Residential Units or the Residential Unit Owners.

5.3. Limited Common Elements. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, or terraces that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

5.3.1. Plumbing risers and pipes serving multiple Units are a Common Element; any pipe which connects to a riser or pipe serving multiple Units are a Limited Common Element from the point at which such pipe connects to the riser to the point at which such pipe connects to a fixture or valve within a Unit; all fixtures, valves, and pipes after the first valve are part of a Unit. Main sewer or storm lines serving multiple Units, including the fitting to which a pipe connects to the main sewer or storm line, are a Common Element; any pipe which connects to a main sewer or storm line are a Limited Common Element from the point at which such drain pipe connects to the main sewer or storm line to the drain grate of a drainpipe or where a fixture connects to a drainpipe.

5.3.2. Electrical cables and circuit breaker panels serving multiple Units are a Common Element; any separate meter serving a single Unit, and all cables between such meter and the Unit is part of a Unit; any electrical cables between a sub-meter and the Unit are a Limited Common Element until such electrical cable reaches a circuit breaker within the Unit; any circuit breakers, located in a Common Element circuit breaker panel, that serve a Unit are a Limited Common Element.

5.3.3. HVAC equipment serving multiple Units are a Common Element; any pipes, lines, or ductwork which connect to a Common Element but serve a Unit are a Limited Common Element until such pipes, lines, or ductwork reach an air handler or grate inside the Unit; any HVAC equipment within a Unit are part of a Unit.

5.4 No Division of Common Elements. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law or elsewhere in the Declaration of By-Laws. Each Unit Owner shall have the right to use the Common Elements, other than such portion, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such elements are intended, without hindering the exercise of or encroaching upon the rights or other Unit Owners. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with that Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6 USE OF UNITS AND COMMON ELEMENTS

6.1. Violation of Use Restrictions. Each Unit Owner shall be responsible for any violations, fines, and fees imposed as a result of such Unit Owner's failure to comply with the terms of this Article with respect to the use of the Units, and shall indemnify and hold harmless the Condominium, the Board of Managers and all other Unit Owners against any claim or costs in connection with such failure.

6.2. Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) shall have such obligation pursuant to the Declaration and the By-Laws to maintain or repair such portion of the Property.

6.3. Use of a Residential Unit. A Residential Unit may only be used for residential purposes, home occupations to the extent permitted by law, and/or as a sales office by Declarant.

6.4. Use of a Non-Residential Unit. Subject to compliance with all laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purpose.

6.4.1. No income derived from any use of a Non-Residential Unit will constitute income to the Board of Managers or any Unit Owner except the Non-Residential Unit Owner. A Non-Residential Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are legally permitted, and comply with this Declaration and the By-Laws.

6.4.2. A Non-Residential Unit Owner shall have the right to install and maintain signage, storefronts, and security devices upon the exterior of the Building appurtenant to a Non-Residential Unit, and to determine the content and nature of the signage, provided such signage relates solely to an occupant of the Unit or the sale or leasing of such Unit, and is consistent with the design and aesthetic of the Building façade without the consent of the Board of Managers. Any signage requires the written consent of Declarant for so long as Declarant owns a Unit. No "sandwich"

style advertising board composed of two boards set up in a triangle shape or sound equipment to promote or advertise functions or events in a Non-Residential Unit will be permitted at the street entrance to a Non-Residential Unit or an adjacent sidewalk. No functions or events held by a Non-Residential Unit Owner will be permitted at the street entrance to a Non-Residential Unit or an adjacent sidewalk.

6.4.3. Except to the extent inconsistent with the By-Laws or prohibited by Law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in a Non-Residential Unit from time to time; (3) change a Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between Non-Residential Units, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units 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; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made. A change in use or amending the Certificate of Occupancy shall not be deemed a material and adverse impact unless the act of changing the use causes a material and adverse impact (e.g. triggering zoning restrictions) as opposed to the result of such change in use (e.g. change of use resulting in higher foot traffic). A Non-Residential Unit Owner may not file an amendment to this Declaration with respect to their Non-Residential Unit authorized by this paragraph without notice to the Board of Managers, and any amendment that shall have a material impact on any Residential Unit or any other Non-Residential Unit shall require the consent of the Board of Managers.

6.5. Prohibited Uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner responsible for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the

peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a homeless shelter, soup kitchen, or similar use
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like

6.5.1. The foregoing section may not be amended during the Control Period.

6.6. Use of the Common Elements. Except as otherwise provided herein or in the By-Laws, the Common Elements may be used only for the furnishing of services and facilities to the Unit Owners, their guests, invitees and licensees as permitted under this Declaration and the By-Laws, and for the other uses for which they are reasonably suited. Access to any Common Elements on the roof is only permitted for the repair or maintenance of such areas, or to maintain or repair any equipment located in such areas. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in this Declaration, neither the Board of Managers nor any Unit Owner shall impede the exercise of or encroach upon the rights of Unit Owners or others claiming, by, through or under them, including but not limited to, the occupants of the Units and their respective invitees, to use the Common Elements as permitted under this Declaration and the By-Laws. No furniture, packages or objects of any kind shall be placed in the Common Elements such as lobbies, vestibules, public halls, stairways, or in the areas designated as storage areas without the prior consent of the Board of Managers. The lobbies, vestibules, public halls, and stairways shall be used only for ingress and egress from the Units.

6.6.1. A Non-Residential Unit Owner, its tenants, employees, agents, guests, invitees, and licensees are permitted to access the Common Elements, but only for their intended purposes. Furthermore, in no event shall any guest, invitee or licensee of a Non-Residential Unit Owner be permitted access to any area designated as a Residential Common Element, a Limited Common Element or part of a Residential Unit. Any access to the Residential Common Elements, Limited Common Elements, or Residential Units by a Non-Residential Unit Owner, its tenants, or employees shall only be permitted pursuant to the terms of this Declaration and the By-Laws.

6.6.2. Subject to the consent of a Non-Residential Unit Owner, which shall not be unreasonably withheld, conditioned, or delayed, and provided it does not impede or encroach upon the rights of a Non-Residential Unit Owner, Declarant may place appropriate directional and identification signs on the exterior of the Building and signs relating to the marketing of Units for sale or lease by Declarant.

6.7. Use of Storage Units. Storage Units shall be used in compliance with the certificate of occupancy for such space and any applicable zoning regulations. Storage Units may be sold or licensed to members of the public.

ARTICLE 7 ALTERATIONS

7.1. General.

7.1.1. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. A Unit Owner shall have the right to veto any proposed Alteration that would have a material and adverse effect on their Unit. The Residential Board Members shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely effects any Units, structural elements of the Building, any Building systems that serve other Units, or the Common Elements.

7.1.2. The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Residential Unit Owner's Unit. Except for temporary structures, the Board of Managers' prior written approval, which shall be given in the Board of Managers' sole discretion, shall be required to enclose, erect a greenhouse, or paint, decorate, or make any other Alteration to a terrace or balcony appurtenant to a Residential Unit. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Residential Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Residential Unit.

7.1.3. Alterations to the Common Elements, and/or Residential Common Elements must be approved by the Board of Managers.

7.1.4. All Alterations to the Building, the Common Elements and the Units must be performed in accordance with applicable law by licensed and insured contractors.

7.1.5. Without the prior written consent of the Board of Managers, Unit Owners, other than Declarant, may not apply for any permits for construction work in a Unit or Limited Common Elements until after the final Certificate of Occupancy has been issued for the Building by the Department of Buildings.

7.2. Alterations by the Declarant and a Non-Residential Unit Owner.

7.2.1. Subject to the provisions of Section 7.1 herein, except to the extent prohibited by law, the Declarant and a Non-Residential Unit Owner shall have the right, without the consent or approval of the Board of Managers or other Unit Owners, to:

(a) make Alterations, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s) and appurtenant Limited Common Elements;

(b) change the layout of, or number of rooms therein;

(c) provided the Alteration does not jeopardize the structural integrity of the Building, change the size of the Unit(s) by (i) subdividing its Unit into two or more separate Units, (ii) combining two or more Units resulting from such subdivision or otherwise into one or more units, (iii) altering the boundary walls between any two or more separate Units resulting from such subdivision or combination, or (iv) with respect to the Residential Units only, otherwise including and incorporating Residential Common Elements into such Residential Unit;

(d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to this article, their respective Common Interests.

7.2.2. Any Alteration may not effect the Common Interests of other Units unless the owners of each Unit affected shall consent thereto.

7.2.3. In the event a Non-Residential Unit is leased, the tenant(s) of such Unit shall have the same rights as the Non-Residential Unit Owner to make alterations, additions or improvements as set forth in this Article, subject to such Unit Owner's consent.

7.2.5. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for an Alteration or the consent or signature of the Board of Managers is required on any documents part of filing for an Alteration, Declarant and the Non-Residential Unit Owner is authorized to sign on behalf of the Board of Managers.

7.3. Alterations by Residential Unit Owners. Except as otherwise provided in the Declaration or By-laws, Alterations to a Residential Unit by a Residential Unit Owner, other than Declarant, are subject to the approval of the Board of Managers; such approval will not be unreasonably withheld, conditioned, or delayed, provided that the Alteration may be made while retaining the structural integrity of the Building and does not materially and adversely effect any mechanical, electrical, or plumbing systems that serve the Common Elements or other Units, the Common Elements, or another Unit. The Residential Unit Owner seeking to make such Alterations shall provide the Board of Managers with copies of all plans and drawings related to the proposed Alteration, and any information reasonably requested by the Board of Managers. Upon receipt of all requested information, the Board of Managers shall have twenty (20) business days to issue a determination of whether such Alteration may be made while retaining the structural integrity of the Building and does not materially and adversely effect any mechanical, electrical, or plumbing systems that serve the Common Elements or other Units, the Common Elements, or another Unit. The Board

of Managers' failure to respond within such time shall be deemed an approval of the requested Alteration. No application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Residential Unit unless approved in writing executed by the Board of Managers; such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such Alteration or to any person having any claim for injury to person or damage to Property arising therefrom. A Residential Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its members.

7.4. Changes to Boundaries and Tax Lot Drawings. Boundaries and components of each Unit are described in detail in this Declaration, and depicted graphically on the Tax Lot Drawings. The boundaries of the Units in the Tax Lot Drawings shall be substantially the same as those in the Plans. Any differences between the Plans and the Tax Lot Drawings shall be subject to the approval of an affected Unit Owner, provided that such approval shall not be unreasonably withheld, conditioned, or delayed if such changes are de minimis. Prior to any de minimis change in the boundaries or change to the Tax Lot Drawings, the party proposing such change shall provide the other party with ten (10) business days' notice of such change, and thereafter the parties may attempt to resolve the issue or in the alterative, the parties may commence arbitration as set forth in the By-Laws to resolve any disagreement. In the event of arbitration, such change shall not be made until the arbitrator has issued their decision, and thereafter the parties will cooperate to effectuate such decision.

7.5. Scaffolding and Other Temporary Structures. In the event the Board of Managers, or the Declarant erects scaffolding, "bridges" or other temporary structures to perform renovations, improvements or other work to or at the Building or any part thereof, the Board of Managers will use, or cause the Unit Owner performing the work to use, commercially reasonable efforts to minimize interference with the use of Non-Residential Units, including, but not limited to access and signage, and to minimize the period of time the same is erected. In the event exterior signage is obscured thereby, the party installing the temporary structures, subject to the requirements of the Declaration, the By-Laws and all applicable law, shall install or pay for the installation of temporary signage in place of the obscured signage on behalf of Non-Residential Unit Owners or its tenant upon such temporary structures located directly in front of the applicable Non-Residential Unit in the maximum size that such structure can reasonably accommodate. No signage other than Non-Residential Unit Owners' or its tenants' signage shall be erected or placed upon such temporary structures in the space which is located directly in front of such Unit.

ARTICLE 8 EASEMENTS

8.1. Board of Managers Easement to Operate and Maintain the Common Elements. The Board of Managers, and/or any agent of the Board of Managers, shall have, and each Unit shall be subject to, an easement and a right of access to alter, inspect, install, maintain, operate, rebuild, repair, prevent or minimize damage to, and cause to be in compliance with any applicable laws or insurance requirements, the Common Elements or Limited Common Elements whether located in, over, through, under, or upon any Unit or elsewhere on the Property; to remedy any condition

which would result in damage to any other Unit or which would violate the provisions of any mortgage covering another Unit; to cure defaults or remove violations by Unit Owners; to comply with any laws, orders, rules, or regulations of any governmental body having jurisdiction thereof; and to maintain any encroachment on any Unit, resulting from the Alteration, repair, or rebuilding of the Common Elements. Access to any Common Elements, Limited Common Elements, or Unit in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

8.2. Ingress and Egress. Each Unit Owner, permitted tenants and occupants of the Building, the Building managing agent, the sales agent employed by the Declarant, and all other officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from their Unit. Notwithstanding the foregoing, however, no person shall use or enjoy the Common Elements or Residential Common Elements except in accordance with the reasonable purposes for which they are intended, and without encroaching upon the rights of other persons to do so.

8.3. Utilities.

8.3.1. For so long as Declarant owns a Unit, Declarant shall have the absolute right (without any obligation to obtain the consent of the Board of Managers or any other Unit Owner or other part except as required by law) to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as Declarant shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the permitted use of Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not reduce the usable square footage of the any Unit nor prevent or unreasonably interfere with the permitted use of Units.

8.3.2. Each Unit Owner, for its benefit, shall have an easement to, and may, without the prior consent of the Board of Managers, the Declarant or other Unit Owners but subject to the provisions of this Declaration pertaining to Alterations: (i) install, operate, maintain, repair, alter, rebuild, restore and replace Units, and any pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit, located in, over, under, through or upon the Common Elements; and (ii) install pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities in connection with the design, construction, use, operation and/or occupancy of such Unit in, over, under, through or upon the Common Elements, including but not limited to, penetrating floor slabs; provided that access to the Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes or affect the structural integrity of the Building. A Unit Owner shall provide the Board of Managers with prior written notice at least

fifteen (15) days prior to filing any applications with the applicable government authorities to perform such work, including the Department of Buildings. The relocation of any pipes, wires, ducts, flues, vents, cables, conduits, or other lines, equipment or facilities after the Building obtains a TCO shall require the prior written consent of the Board of Managers.

8.3.3. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for the foregoing or the consent or signature of the Board of Managers is required on any documents, the Board of Managers shall cooperate with respect to the same by timely executing the same, provided all associated expenses are paid by the requesting Unit Owner.

8.4. Repairs and Maintenance.

8.4.1. Provided the Unit Owners are in compliance with all other requirements set forth in this Declaration and the By-Laws, and any regulations promulgated by the Board of Managers, all Unit Owners shall have access through all Common Elements to make repairs and installations, provided that in non-emergency situations the Unit Owners shall notify the Board of their intent to work on equipment servicing their Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to other Unit Owners.

8.4.2. A Non-Residential Unit Owner, and their employees, contractors and invitees, shall have access to Residential Common Elements, including the elevators, and the Residential Units for the purpose of maintaining, replacing or effecting repairs to their respective Units or any systems servicing such Unit. In the event of a non-emergency, the party seeking such access shall notify the Board of Managers and the Residential Unit Owners if applicable of their intent to work on equipment servicing such Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to the Residential Unit Owners.

8.4.3. Access shall be permitted through any portion of the Building in the event of an emergency.

8.4.4. All work to be performed pursuant to this Section must be performed by licensed and insured contractors, and in accordance with applicable law.

8.5. Storefront and Signage. Subject to the terms of this Declaration, a Non-Residential Unit Owner and the Declarant shall have an easement to erect and maintain signage as set forth herein.

8.5.1 A Non-Residential Unit Owner shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs, on the storefront to its Unit provided the same relate solely to the operation of the Unit or for the purpose of advertising the sale or lease of all or any portion of a Non-Residential Unit. A Non-Residential Unit Owner shall not have the right to place or install any sign or other advertisement on any part of the Building other than the storefront without the prior written consent of the Board of Managers.

8.5.2 For so long as Declarant owns a Unit, the Declarant shall have an easement, to the

extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit) and complies with applicable law.

8.5.3 Maintenance and repair of the storefront and signage, as well as any Limited Common Elements, fixtures, or improvements, located on the façade appurtenant to a Non-Residential Unit shall be the responsibility of the Non-Residential Unit Owner.

8.6. Construction. Declarant reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of the offering plan and to ensure Declarant's rights and obligations thereunder. Declarant shall provide three days' notice except under exigent circumstances where Declarant shall provide reasonable notice. Declarant is obligated to repair any damages caused as the result of the foregoing work. Declarant will not interfere with a Unit Owner's reasonable use of their Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Declarant's reservation and rights shall include, but not be limited to:

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

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

8.7. Ventilation Ducts. Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement to access, operate and maintain ventilation ducts for the purpose of providing fresh air serving the Units located in, over, under, through or upon any Unit and the Common Elements.

8.8. Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

8.9. Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 9 SERVICE OF PROCESS AND BUILDING CODE VIOLATIONS

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. Service of process on Unit Owners with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws pertaining to the Common Elements or one or more of the Units shall be

made upon the Board of Managers of The 842 Sixth Avenue Condominium at 842 Sixth Avenue, New York, NY 10001, or such other address to be designated by the Board of Managers. Subject to conditions stated in the By-Laws, the Board of Managers shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Declarant or Owners of the Condominium Unit or Units in which any such violations exist.

ARTICLE 10 COMMON INTEREST

Each Unit Owner shall have such percentage interest in the Common Elements as is set forth on Schedule B attached hereto. Each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s). Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the Common Elements has been determined by the Declarant based upon the floor area subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit pursuant to §339-i(1)(iv) of the Real Property Law. The percentage interest of all of the Units in the Condominium totals one hundred percent (100%).

ARTICLE 11 ADMINISTRATION

The Condominium shall be governed by a five (5) member Board of Managers. During the Control Period, the Condominium shall be governed by a three (3) member Board of Managers. The principal officers of the Condominium shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Managers. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

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

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

The Board of Managers, in its discretion shall delegate powers to officers as it sees fit to

execute agreements, contracts, deeds, leases, checks, etc. on behalf of the Condominium.

ARTICLE 12 AMENDMENT AND WITHDRAWAL

12.1. Amendments to the Declaration. Except as otherwise set forth herein, the provisions of this Declaration may only be amended by an instrument executed by the Board of Managers upon the affirmative vote of all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number and Common Interest, except as set forth below. Any amendment to this Declaration shall not take effect until it is recorded in the City Register's Office.

12.1.1. Any amendment altering the Common Interest percentage of a Unit Owner or altering any rights or obligations respecting the Common Elements shall require the written consent of the affected Unit Owner(s) unless such amendment was necessary due to the appropriation, taking or condemnation by eminent domain by a federal, state or local government, or instrumentality thereof.

12.1.2. Any amendment adding any parcel of land or divesting any parcel of land from the Property shall require the unanimous consent of all the Unit Owners.

12.1.3. For a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Declarant continues to hold fifty-one percent (51%) or more, in number, of the Units, the Declarant's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Declarant shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit pursuant to the offering plan, whichever is sooner, the Board of Managers may not, without the prior written consent of the Declarant, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B of the offering plan. Declarant shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Declarant's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or for any matter affecting the health or safety of the occupants of the Building. While Declarant has voting control of the Board of Managers, Declarant will not reduce or eliminate the services to be provided to the Condominium as set forth in the offering plan filed with the New York State Department of Law.

12.1.4. Any amendment to the Declaration or By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, the calculation of Common Charges to be paid by a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owner(s).

12.1.5. Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units or Non-Residential Unit Owners, except for those provisions relating to actions that require Board of Managers consent, may be amended by such Unit Owner,

including the subdivision or combining of such Unit, without the consent of the Board of Managers or the other Unit Owners. However, such Unit Owner shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with such Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.6. Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Residential Units (including but not limited to the subdivision or combining of Residential Units), the Declarant and/or the Residential Unit Owners may be amended, modified or deleted by the Declarant or the Residential Unit Owners as applicable without the consent of the Board of Managers or the other Unit Owners. However, the Declarant or the Residential Unit Owners shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with the Declarant's or the Residential Unit Owners' efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.7. So long as Declarant owns a Unit, Declarant may, without the consent of the Board of Managers or Unit Owners, amend the Declaration, By-Laws, or Tax Lot Drawings solely for the purpose of clarifying terms already in the Declaration or By-Laws or for the purpose of correcting any inconsistencies or scrivener's errors in the Declaration, By-Laws, or Tax Lot Drawings.

12.2. Consent of Permitted Mortgagees. Fifty-one percent (51%) of Permitted Mortgagees must consent to: (i) any restoration or repair of the Building after a partial condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any election to terminate the Condominium after substantial destruction or substantial taking in a condemnation; and (iii) any reallocation of Common Interests resulting from a partial condemnation or destruction provided however that the consent of any Permitted Mortgagee of a Residential Unit shall not be required for any restoration and or repair under (i) or reallocation under (iii) above with respect to a Non-Residential Unit. Wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied.

12.2.1. A written notice will be sent certified mail with a "return receipt" requested to Permitted Mortgagees notifying them of any proposed materially adverse change to the Declaration or By-Laws or matter requiring their consent. Approval or consent by a Permitted Mortgagee will be implied if the Permitted Mortgagee fails to submit a response within sixty (60) days after it receives proper notice, provided the notice was delivered by certified mail, with a "return receipt" requested. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied.

12.3. Withdrawal from Condominium Ownership. The Property shall not be withdrawn from Condominium ownership without the consent of at least eighty percent (80%) of the Unit Owners in number and Common Interest, the Non-Residential Unit Owner(s), and at least fifty-one percent (51%) of the Permitted Mortgagees. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the City Register's Office. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied. The Condominium shall terminate following a taking of all or substantially all of the Property by condemnation or eminent domain; or damage or destruction to 75% or more of the Building if 75% or more of all Unit Owners do not duly and promptly elect to proceed with the repair or restoration and fifty-one percent (51%) of Permitted Mortgagees consent.

12.4. Scrivener Errors. Notwithstanding anything to the contrary contained herein, the Board of Managers may amend this Declaration without the consent of any Unit Owner or Permitted Mortgagee, after at least ten (10) days written notice to the Unit Owners and Permitted Mortgagees, to correct or supplement any patent mistakes, inconsistencies or scrivener errors.

ARTICLE 13 SUBJECT TO DECLARATION, BY-LAWS, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration and the By-Laws, and the mere acquisition or rental of any of the Units shall signify that the provisions of the Declaration and the By-Laws of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE 14 COMMON CHARGES

14.1. Assessment of Common Charges. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine Common Expenses, and allocate and assess Common Expenses amongst the Unit Owners. Common Expenses may be allocated in a manner different from the allocation by Common Interest, as permitted by §339-m of the Condominium Act, the Declaration and the By-Laws, provided that such allocation is based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The allocations of Common Expenses between Residential Units and Non-Residential Units in the Proposed Budget for the First Year of Operations, annexed hereto as Schedule D, are presumptive evidence of reasonableness but are based solely on projections; future allocations must be based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The Board of Managers may not modify the allocations set forth in Schedule D without the unanimous consent of Non-Residential Unit Owner.

14.2. Lien Against Units. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on their Unit prior to all other liens except: (a) tax or assessment liens on the Unit by any governmental taxing authority, including but not limited to, State, County, and City taxing agencies, if any; and (b) all sums unpaid on any mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York by the Condominium in like manner as a mortgage on real property, and costs incurred including reasonable attorney's fees. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale, their successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charges to all Unit Owners as a Common Expense. The term "institutional mortgage" used herein shall mean a mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, real estate investment trust, real estate mortgage investment conduit, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the Seller or any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans.

14.3. Unit Owners' Obligation to Pay Common Charges. Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by themselves of such Unit made in accordance with §339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws. Any conveyance by a Unit Owner, including Declarant, of a Unit and its appurtenant Common Interest to the Board of Managers on behalf of all other Unit Owners shall be deemed accepted by the Board of Managers upon submission of a duly executed deed to the Secretary of the Board of Managers; the Board of Managers shall be responsible for any Common Charges, legal fees, property taxes, or transfer taxes associated with the conveyance of a Unit and its appurtenant Common Interest to the Board of Managers on behalf of all other Unit Owners.

ARTICLE 15 UNITS ACQUIRED BY THE BOARD

In the event any Unit Owner shall convey their Unit and its appurtenant Common Interest to the Board of Managers in accordance with §339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit in accordance with the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners. In order to carry out the provisions of this paragraph, each Unit Owner shall, upon taking title to their Unit, grant an irrevocable power of attorney coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit

under whatever terms the Board of Managers may, in its sole discretion, deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers, in its sole discretion, shall deem proper.

ARTICLE 16 ENCROACHMENTS

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist as long as the Building or reconstructed building shall stand.

ARTICLE 17 UNIT OWNERSHIP

17.1. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as the purchaser ceases to own the Unit for any reason.

17.2. As of the date of this Declaration, title to all Units, individually and collectively shall automatically vest in Declarant, without the need to execute specific and particular deeds or indentures in each Unit. Any purchaser of the Units, upon acceptance of a deed, shall take title subject to the terms this Declaration (and the exhibits annexed hereto).

ARTICLE 18 CONVEYANCE OF A UNIT

Upon any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid Common Charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

ARTICLE 19 COVENANTS AND RESTRICTIONS

The use of a Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration and the By-Laws and the following covenants and restrictions:

(a) The Unit and Common Elements exclusively servicing or benefitting such Unit shall be maintained in good repair, and Non-Residential Units shall be kept neat and presentable.

(b) No Alterations to the inside of a Unit that would impair the structural soundness of the Building may be made without the prior written consent of the Board of Managers.

(c) Any Unit Owner who mortgages or sells their Unit shall notify the Board of Managers and provide the name and address of their mortgagee or purchaser.

(d) The Board of Managers shall report to Permitted Mortgagees any unpaid Common Charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the Property and no use or practice shall be allowed which interfere with the peaceful possession and proper use of the Property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) The Common Charges shall be paid when due.

ARTICLE 20 UTILITIES

Each Unit Owner shall be responsible for paying for the costs of separately metered or sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges according to the provisions of Article 14.

ARTICLE 21 INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any remaining part or parts hereof, and the same shall continue in full force and effect.

ARTICLE 22 WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in

no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24 CERTAIN REFERENCES

24.1. A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2. The terms "herein", "hereof", or "hereunder" or similar terms in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25 SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article.

ARTICLE 26 COVENANT OF FURTHER ASSURANCES

26.1. General. Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers or otherwise, shall upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.1.1. If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

26.1.2. If any Unit Owner, the Board of Managers or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board of Managers or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney in fact for such Unit Owner, the Board of Managers or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or take such instrument or to take such action in the name of such Unit Owner, the Board of Managers or other party and such document or action shall be binding on such Unit Owner, the Board of Managers or other party, as the case may be.

26.2. Estoppel and Agreement. Upon the request of a Unit Owner, the Board of Managers will enter into an estoppel and agreement with such Unit Owner or an existing or proposed lender in form reasonably acceptable to such Unit Owner or existing or proposed lender, and which by its terms may be relied on by the Unit Owner's existing or proposed lender. The estoppel and agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner:

(a) confirmation that the Declaration and By-Laws, as amended to date, are complete, correct and in full force and effect;

(b) a statement as to the amount of Common Charges and assessments and all other amounts due to the Condominium by the Unit Owner at the time specified by the Unit Owner, and confirmation of all payments made to that date and a statement as to the monthly Common Charges and special assessments payable following a closing;

(c) confirmation of the then current budget of the Condominium and the amounts payable by the applicable Unit Owner, and an agreement that the calculation of payments due from the Unit Owner or services provided to the Unit Owner will not be changed without its consent;

(d) an agreement to deliver all notices that are sent to the Unit Owner to its lender or lender's designee at the address provided;

(e) confirmation that the current use of the Unit does not violate the terms of the Declaration and By-Laws;

(f) agreement that the tenant of a Unit Owner is a third-party beneficiary of the obligations of the Condominium to the Unit Owner;

(g) confirmation to the lender of the provisions of the Declaration allowing the applicable Unit Owner to make Alterations to the Unit with or without any consent, as the case may be, and an agreement to permit the tenant of the Unit Owner to undertake such Alterations if designated by the Unit Owner to do so;

(h) agreement that the Condominium shall have the same rights to consent to the actions of the tenant of a Unit Owner as it does to an action of the Unit Owner;

(i) agreement to provide the lender of a Unit Owner ten (10) days' prior notice of any action or sanction that the Board of Managers has determined to take against the Unit Owner; and

(j) a confirmation to the lender of a Unit Owner that it knows of no posted violations against the Unit or pending bankruptcy with respect to the Unit Owner other than those set forth in the estoppel and agreement.

26.3. Further Assurances Requested by Declarant. Without intending to limit the generality of the foregoing, the Board of Managers and each Unit Owner shall be required, upon the request of Declarant, to execute and delivery any or applications reasonably required in connection with any merger, any declaration of zoning lot restrictions or any zoning lot development agreement.

ARTICLE 27 SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of each Unit Owner set forth herein shall inure to the benefit of and be binding upon any successor or assign of each Unit Owner. However, without the explicit consent of Declarant, the rights of Declarant set forth herein shall not inure to the benefit of a Unit Owner acquiring a Unit from Declarant pursuant to an offering plan filed with the New York State Department of Law. Except as set forth herein or in the By-Laws 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. Subject to the foregoing, Declarant and its designee 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.

ARTICLE 28 NOTICE AND CONSENTS

Whenever a Unit Owner is permitted, pursuant to the terms of this Declaration, to make Alterations or other changes to its Unit, the Declaration, the By-Laws, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners written notice at least fifteen (15) days prior to commencing any such Alteration or submitting such application.

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 29 INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Schedule A; (ii) the description of the Units annexed hereto as Schedule B; (iii) the By-Laws annexed hereto as Schedule C; (iv) the schedule providing allocation of Common Expenses among the Units annexed hereto as Schedule D; and (v) the Tax Lot Drawings, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 30 AUTHORIZATION TO BORROW

The Board of Managers is authorized, subject to the restrictions set forth in the By-Laws, to incur debt on behalf of Unit Owners to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence, and similar purposes in connection with the operation, care, upkeep, and maintenance of the Common Elements. The repayment of any and all such debt may be secured and paid as provided in §339-jj of the New York Real Property Law.

ARTICLE 31 POWER OF ATTORNEY

31.1. Each Unit Owner shall grant to the Board of Managers an irrevocable limited power of attorney, coupled with an interest (in such form and content as the Board of Managers shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interest (as defined hereinafter) 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, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential 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, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; and (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other action which the Board of Managers 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 of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board of Managers deems necessary or appropriate.

31.2. Each Unit Owner shall also grant to Declarant a power of attorney to amend the Declaration and By-Laws and to effectuate the rights granted to Declarant, Board of Managers, or Unit Owners under the offering plan filed with the New York State Department of Law and the Declaration and By-Laws as set forth herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of_____ 20___.

DECLARANT:
842 EDENVIEW LLC

By: _____
Name:
Title:

STATE OF NEW YORK):
SS.:
COUNTY OF):

On the _____ day of _____, 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 that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual acted, executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION OF THE CONDOMINIUM

The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001
New York County

TAX BLOCK 831
F/K/A Lot 4, N/K/A Lots _____

DESCRIPTION OF THE LAND

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:

BEGINNING at a point on the Easterly side of Sixth Avenue (a/k/a Avenue of the Americas), distant 68 feet 2 inches Southerly from the Southeasterly corner of Sixth Avenue and 30th Street;

RUNNING THENCE Southerly along Sixth Avenue, 55 feet 1- ¼ inches (per deed, 55 feet 3-1/4 inches per survey);

THENCE Easterly and parallel with West 30th Street, 100 feet;

THENCE Northerly and parallel with Sixth Avenue, 24 feet 8- ¼ inches;

THENCE Easterly and parallel with West 30th Street, 25 feet;

THENCE Northerly and parallel with Sixth Avenue, 53 feet 4 inches;

THENCE Westerly in a straight line, 127 feet ½ of an inch (per deed, 127 feet 5/8 of an inch per survey) to the Easterly side of Sixth Avenue to the point or place of BEGINNING.

SCHEDULE B TO THE DECLARATION OF THE CONDOMINIUM

The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001
New York County

TAX BLOCK 831
F/K/A Lot 4, N/K/A Lots _____

UNIT SCHEDULE

UNIT	TAX LOT	COMMON INTEREST PERCENTAGE	BDRMS BATHS		LOCATION	APPROX. SQUARE FOOTAGE	LIMITED COMMON ELEMENT ("LCE")	APPROX. SQUARE FOOTAGE OF LCE

SCHEDULE B-1 TO THE DECLARATION OF THE CONDOMINIUM

The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001
New York County

TAX BLOCK 831
F/K/A Lot 4, N/K/A Lots _____

UNIT	TAX LOT	NON-RESIDENTIAL INTEREST PERCENTAGE	RESIDENTIAL INTEREST PERCENTAGE

SCHEDULE C TO THE DECLARATION OF THE CONDOMINIUM

The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001
New York County

TAX BLOCK 831

BY-LAWS

ARTICLE 1 GENERAL

1.1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of The 842 Sixth Avenue Condominium (the "Condominium"). The Condominium covers the fee interests in the Property, the Building, and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of the Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") by 842 EDENVIEW LLC ("Sponsor" or "Declarant") in the City Register's Office, together with these By-Laws.

1.2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium and the Common Elements, and the use and occupancy thereof.

1.3. Personal Application. All present and future Unit Owners, mortgagees, lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

1.4. Definitions. Any capitalized words herein that are undefined in these By-Laws shall have the same definitions as listed in the Declaration.

1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

1.6. Incorporation. In addition to the status conferred upon the Board of Managers under or pursuant to the provisions of the Condominium Act, the Board of Managers shall, to the extent permitted by applicable law, unless otherwise incorporated, 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. To the extent and in the manner provided in the Condominium Act, the Board of Managers, may be incorporated under the applicable statutes of the State of New York. In the event that the Board of Managers so incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Board of Managers under the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting entity 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.

ARTICLE 2 BOARD OF MANAGERS

2.1. General Description of Board of Managers. The affairs of the Condominium shall be managed by a five (5) member Board of Managers comprised of one (1) member to be designated by the Non-Residential Unit Owner (the "Non-Residential Board Member") and four (4) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members").

2.2. Control by Declarant. Declarant reserves the right to designate all members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to purchasers pursuant to an offering plan filed with the New York State Department of Law; or (b) five (5) years after the date the first Residential Unit has been conveyed to a purchaser pursuant to an offering plan filed with the New York State Department of Law (the "Control Period"). However, as long as Declarant owns a Unit, Declarant will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Declarant use its voting power to elect more than 50% of the Board of Managers after the expiration of the Control Period. In the event that there is a Successor Sponsor and Declarant still owns a Unit, only Declarant may appoint one (1) Residential member of the Board of Managers. Declarant reserves the right to relinquish control of the Board of Managers prior to the expiration of the Control Period.

2.3. Eligibility Requirements for Board of Managers. With the exception of those members elected or designated by the Declarant or Non-Residential Unit Owners, only a Unit Owner not in arrears, with regards to Common Charges, the spouse, principal, officer, trustee, or beneficiary of such Unit Owner are eligible for election to the Board of Managers. If the Board of Managers perfects a lien against a Unit where the Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner is a member of the Board of Managers, the member shall be deemed to have resigned and shall be replaced as set forth in these By-laws.

2.4. Election of Residential Board Members; Designation of Non-Residential Board Members; Change in Number of Board Members.

2.4.1. Each member of the Board of Managers shall serve a one-year term. At Unit Owner

annual meetings, each member of the Board of Managers not otherwise designated, pursuant to the terms of the Declaration or By-laws, shall be elected. All elections of the Residential Board Members shall be determined by block voting, also referred to as plurality-at-large voting; the candidates with the greatest number of votes are elected. Voting shall be by written ballot and each ballot shall state the name of the Unit Owner voting, the Unit(s) owned by such Unit Owner and their appurtenant percentage of Common Interest and Residential Common Interest, and if applicable, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall select as many candidates as there are open seats, with each selected candidate receiving the full amount of such Unit Owner's votes. Each Unit Owner shall be entitled to cast one vote for each .0001% of Residential Common Interest attributable to their Unit(s); the total possible number of votes of all Unit Owners shall be 1,000,000 per open seat (e.g. if there are three open seats then the ballots will total 3,000,000 votes if all Unit Owners properly vote and the maximum any one candidate can possibly receive is 1,000,000 votes). A Unit Owner's failure to select a candidate for each open seat shall not allocate more votes towards selected candidates and will result in a portion of such Unit Owner's votes to be null (e.g. if a Unit Owner has .1000% Common Interest, there are three open positions, and such Unit Owner only selects two candidates on a ballot, each of the two candidates selected shall only receive 1,000 votes). Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.2. Notwithstanding any other provisions of this Article or any other provisions of these By-Laws to the contrary, commencing with the first annual meeting of the Unit Owners, the Declarant shall have the right to vote all of the Common Interests attributable to Units owned by Declarant. Declarant shall have the right to designate all of the Residential Board Members during the Control Period. Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Board of Managers prior to the end of the Control Period. So long as Declarant owns at least one (1) Unit, Declarant shall have the right to designate one (1) Residential Board Member.

2.4.3 The Non-Residential Board Member shall be designated by the Non-Residential Unit Owner.

2.4.4 The number of members of the Board of Managers may not be changed without the consent of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests, the Non-Residential Unit Owner(s), and the Declarant for so long as Declarant owns at least one (1) Unit.

2.5. Duties of the Board of Managers. The Board of Managers shall have the duties necessary for or incidental to the administration of the affairs of the Condominium, and shall make all decisions and take all actions affecting the Condominium and the Common Elements not otherwise delegated to the Unit Owners herein.

2.5.1 Notwithstanding anything to the contrary in these By-Laws, all determinations of the Board of Managers which affect only:

(a) Residential Units, do not materially and adversely affect the use and operation of Non-Residential Units, and do not increase the obligations of Non-Residential Unit Owners shall

be made by the Residential Board Members, and the Residential Board Members may designate a committee comprised of Residential Unit Owners to make such determinations;

(b) Non-Residential Units, do not materially and adversely affect the use and operation of Residential Units, and do not increase the obligations of the Residential Unit Owners shall be made by Non-Residential Board Members.

Any dispute as to whether or not a determination materially and adversely affects any Units or Unit Owners shall be settled by arbitration in accordance with the provisions of these By-Laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Board of Managers within ten (10) business days of receipt by it of notice of such determination.

2.6. Powers of the Board of Managers. Subject to the terms of the Declaration and these By-Laws, the Board of Managers shall have the powers necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners). These powers shall specifically include, but are not limited to, the following:

(a) To operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, Limited Common Elements, Non-Residential Common Elements, and Residential Common Elements, including entering into contracts for utilities, services and supplies;

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

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

(d) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(e) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible

in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Units;

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

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

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

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

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board of Managers may, in its discretion, fund the cost of any such litigation out of the Common Charge and/or assessments. The Board of Managers shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws, and may fund the cost of any such litigation out of the Common Charge and/or assessments. Non-Residential Unit Owners shall not be responsible to fund, through the payment of Common Charges or otherwise, disputes among the Residential Unit Owners, or the Board of Managers and one or more Residential Unit Owners. Without limiting the foregoing, the Board of Managers may engage in litigation pertaining to the enforcement of the Sponsor's obligations, as such obligations are set forth in the Declaration of Condominium and these By-Laws, and to the maintenance and operation of the Common Elements;

(k) To acquire Units on behalf of all Unit Owners, including, but not limited to, in foreclosure or as a result of abandonment, and to take any and all steps necessary to repair or renovate any Unit so acquired, offer such Unit for sale or lease, or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

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

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least sixty-seven percent (67%) of the Unit Owners in number and Common Interest, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of Fifty Thousand ($50,000.00) Dollars, except no consent shall be

required to borrow money when financing is used in connection with payment of insurance premiums or the purchase of a Unit or license pursuant to the terms of an offering plan filed with the New York State Department of Law; (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit; and (iii) such borrowing shall not modify the Budget Allocation or increase the obligations of a Non-Residential Unit Owner;

(n) To act as an agent of each Unit Owner to complain or apply to the local and county Real Estate Tax Assessment Agency Board of Review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain tax advisors and/or legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements, advisory fees, and legal fees for which charges the Board of Managers shall have a lien pursuant to these By-Laws;

(o) To sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made to any Unit by a Unit Owner, provided, however, that the Board of Managers shall not be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers;

(p) To collect funds from Unit Owners and accumulate reserves for capital replacements to the Units (the "Reserve Fund"). The Reserve Fund, if any, shall be used for the periodic maintenance, repair and replacement of the Common Elements. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements;

(q) To collect monthly escrows from Unit Owners with their Common Charges for the payment of real estate taxes attributable to individual Units based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in a tax escrow account established by Declarant pursuant to an offering plan filed with the New York State Department of Law;

(r) To pay real estate taxes attributable to individual and separately assessed Units and assess such amounts to such Unit Owners as Common Charges or a Special Assessment;

(s) To establish, enforce, amend and otherwise modify Rules and Regulations relating to the operation of the Condominium from time to time, and such Rules and Regulations, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to each Unit Owner. Such Rules and Regulations, and any amendments thereto shall be applied uniformly to all Unit Owners or Residential Unit Owners and shall not reduce the rights granted to Non-Residential Unit Owners in the Declaration or these By-Laws; and

(t) To impose (i) move-in fees and charges, or (ii) transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other condition of transfer or lease shall be imposed upon the Non-Residential Unit Owner;

(u) To levy fines against Unit Owners for violations of the Declaration, By-Laws, or Rules and Regulations governing the operation and use of the Property.

2.7. Resignation and Removal of Board of Managers.

2.7.1. Any member of the Board of Managers may resign at any time by written notice delivered or sent by certified mail, return receipt requested, or by electronic mail to the Board of Managers. 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.

2.7.2. At any regular or special meeting of Unit Owners at which a quorum is established, (i) any member appointed or elected by Residential Unit Owners or Declarant may be removed for "Cause" (as hereinafter defined) by a Non-Residential Unit Owner, (ii) any member appointed or elected by Declarant may be removed for "Cause" by the Residential Unit Owners and Non-Residential Unit Owners, and (iii) any member appointed by a Non-Residential Unit Owner may be removed for Cause by the Residential Unit Owners or Declarant. Any member whose removal for Cause has been proposed shall be given an opportunity to be heard at the meeting. As used herein, "Cause" shall mean (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers. In the event of such removal, only a Non-Residential Unit Owner shall have the right to appoint a Non-Residential Board Member so removed, only the Residential Unit Owners may replace an elected Residential Board Member so removed, and only Declarant may replace a Declarant appointed Residential Board Member so removed.

2.7.3. A Non-Residential Unit Owner and Declarant shall have the right to remove their appointed member at any time with or without Cause. At any regular or special meeting of Unit Owners at which a quorum is established, any elected Residential Board Member may be removed and replaced by a vote of the Residential Unit Owners with or without Cause, pursuant to the terms of the By-Laws, at any regular or special meeting.

2.7.4. Vacancies. Except as otherwise set forth herein or in the Declaration, any vacancy on the Board of Managers shall be filled by the remaining members of the Board of Managers within twenty (20) days after the occurrence of any such vacancy. Any person so appointed shall be a member of the Board of Managers for the remainder of the prior member's term or until their successor shall be elected or appointed.

2.8. Board of Managers Meetings. Regular meetings of the Board of Managers shall be held at least four (4) times annually. Board of Managers members may appear at meetings by telephone or other electronic transmission provided all members may hear and be heard by all other members in attendance. The President may call a special meeting of the Board of Managers at their discretion

unless directed by a majority of the Board of Managers to call a special meeting.

2.8.1. The first meeting of the Board of Managers shall be held immediately following the first meeting of the Unit Owners, and no prior notice to the newly designated Board of Managers shall be necessary to constitute such meeting, provided that a majority of the Board Members shall be present at such first meeting. For any meeting of the Board of Managers taking place immediately following an annual meeting of the Unit Owners, no prior notice to the newly designated Board of Managers shall be necessary to constitute such meeting provided that a majority of the Board Members shall be present at such meeting.

2.9. Quorum. A quorum of the Board of Managers shall consist of at least one (1) Non-Residential Board Member and at least three (3) Residential Board Members. In the event a quorum is not reached at a meeting, the members present shall adjourn the meeting in accordance with their rules and send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If at the adjourned meeting there is no quorum, the members present at the meeting shall adjourn the meeting in accordance with their rules and again send a notice for a second adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If there is no quorum at such adjourned meeting, one (1) Non-Residential Board Member and two (2) of the Residential Board Members, provided both of the Residential Board Members have attended all three meetings, may then act for the Board of Managers at the third meeting even though there is no quorum present. Notwithstanding the foregoing, a quorum of three (3) Residential Board Members shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Residential Units; and (b) Non-Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting; a quorum of one (1) Non-Residential Board member shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to Non-Residential Units; and (b) the Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting.

2.10. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of members present; provided however, the Board of Managers shall not make any decisions or conduct any transactions that adversely affect and ununiformly apply to a Non-Residential Unit or Non-Residential Unit Owner. If a majority cannot be reached by the members present, the vote shall be adjourned for the next meeting at which a quorum is present; if a majority cannot be reached at that meeting, the issue shall be presented to Unit Owners to vote at a special meeting or annual meeting. When a quorum is present at any meeting, all decisions and actions affecting only: (i) Residential Units, Residential Unit Owners, and/or Residential Common Elements shall require the vote of a majority of the Residential Board Members; or (ii) Non-Residential Units, Non-Residential Unit Owners, and/or Non-Residential Common Elements shall require the vote of the Non-Residential Board Member(s).

2.11. Compensation. Managers and officers shall receive no compensation from the Condominium for their services.

2.12. Fidelity Bonds. The Board of Managers may obtain or ensure maintenance of fidelity bonds,

in amounts deemed appropriate by the Board of Managers, for all of its members, officers, and employees. The premiums on such bonds shall be a Common Expense.

2.13. Annual Statement. The Board of Managers shall furnish to all Unit Owners and the Department of Law (if and when required by law), and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners' meeting.

2.14. Liability of Board of Managers. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by such member as agent for the Board of Managers, and that no member of the Board of Managers, or individual Unit Owners shall be liable under such contract, agreement or commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for gross negligence or willful misconduct or acts made in bad faith, and the Unit Owner shall jointly and severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a Board of Managers member in accordance with their duties as such member, except as set forth herein. Each member of the Board of Managers shall exercise powers and perform duties in good faith and in the best interests of the Condominium and shall comply with Section 727 of the New York Business Corporation Law, as may be amended from time to time.

2.15. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a managing agent under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

2.16 Conflicts of Interest.

2.16.1 Duties of the Board of Managers

2.16.1.1. The members of the Board of Managers owe a duty of loyalty to the Condominium which requires that in serving the Condominium they act, not in their personal interests or in the interests of others, but rather solely in the interests of the Condominium. Members of the Board of Managers must have an undivided allegiance to the Condominium and may not use their position as members of the Board of Managers, information they have about the Condominium, or the Condominium's property, in a manner that allows them to secure a pecuniary or other material benefit for themselves or their relatives. Accordingly, no member of the Board of Managers may use their position at the Condominium for personal gain or to benefit another at the expense of the Condominium, its mission, or its reputation.

2.16.1.2. Every member of the Board of Managers must discharge their duties in good faith, with the degree of care that an ordinarily prudent person in a like position would exercise under similar circumstances. No member of the Board of Managers may take

personal advantage of a business opportunity that is offered to the Condominium unless the Board of Managers first determines not to pursue such opportunity.

2.16.1.3. Each member of the Board of Managers must protect the confidential information of the Condominium and must not use confidential information of the Condominium for their personal benefit, or use such confidential information or their position as a member of the Board of Managers to the detriment of the Condominium. Confidential information is information obtained through the member of the Board of Managers position that has not become public information.

2.16.2 Direct or Indirect Financial or Other Material Interest

2.16.2.1. Contracts, transactions, or arrangements of the Condominium in which a member of the Board of Managers has a direct or indirect financial or other material interest shall not be prohibited, but they shall be subject to scrutiny. Any such proposed contracts, transactions, or arrangements is to be reviewed to determine that it is in the best interests of the Condominium.

2.16.2.2. For the purposes of this policy, a member of the Board of Managers has a direct or indirect financial or other material interest in a proposed or existing contract, transaction or arrangement if they, or one of their relatives: (a) has interest directly in the proposed or existing contract, transaction or arrangement; or (b) holds a position as trustee, board member, officer, member, partner, or employee in any such party.

2.16.2.3. A member of the Board of Managers' direct or indirect financial or other material interest will be considered substantial if it involves: (a) an ownership or investment interest representing more than 1% of the outstanding shares of a publicly traded company or 5% of the outstanding shares or comparable interest of a privately owned company with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the contract, transaction, or arrangement; or (b) an ownership or investment interest, which produces a income for or constitutes a part of the net worth of the member of the Board of Managers, or a relative of the member of the Board of Managers, in any entity with which the Condominium has or is negotiating a contract, transaction, or arrangement or that is an involved Condominium with respect to the contract, transaction, or arrangement; or (c) a compensation arrangement of any kind with any entity or individual with which the Condominium has or is negotiating a contract, transaction, or arrangement, or with any involved Condominium with respect to the contract, transaction, or arrangement.

2.16.3. Disclosure of Interest and Participation in Meeting

2.16.3.1. Each member of the Board of Managers Condominium shall promptly disclose in writing to the President with a copy to each member of the Board of Managers any direct or indirect financial or other material interest which they have or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the Condominium prior to the start of any negotiations with respect to such matter. Such

disclosure shall include all material facts and supply any reasons why the contract, transaction, or arrangement might be or not be in the best interest of the Condominium. The President shall refer the issue to the full Board of Managers.

2.16.3.2. The member of the Board of Managers who discloses a direct or indirect financial or other material interest in a contract, transaction, or arrangement may make a presentation and respond to questions by the Board of Managers, but after such presentation, they shall leave the meeting during the discussion of, and the vote on, the contract, transaction, or arrangement that results in the conflict of interest. As part of any such presentation, the member of the Board of Managers shall provide to the Board of Managers any reasons why the contract, transaction, or arrangement might be or not be in the best interest of the Condominium. The Board of Managers shall determine whether the Condominium can obtain a more advantageous contract, transaction, or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. The Board of Managers shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed contract, transaction, or arrangement. If a more advantageous contract, transaction, or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Managers shall determine by majority vote of the disinterested members of the Board of Managers whether the contract, transaction, or arrangement is in the Condominium's best interest and whether it is fair and reasonable to the Condominium and shall make its decision as to whether to enter into the contract, transaction, or arrangement in conformity with such determination.

2.16.3.3. The existence of a quorum shall not be broken by the non-participation of a member of the Board of Managers who has disclosed a direct or indirect financial or other material interest in any substantive matter.

2.16.3.4. The names of the members of the Board of Managers who disclosed or otherwise were found to have a direct or indirect financial or other material interest in a proposed or existing contract, transaction, or arrangement of the Condominium, the nature of the direct or indirect financial or other material interest, and the extent of the member of the Board of Managers participation in the relevant Board of Managers meeting on matters related to the financial or other material interest shall be recorded in the minutes for that meeting. The minutes also shall include a record of any determination as to whether the contract, transaction, or arrangement was in the best interest of and fair and reasonable to the Condominium. The names of the persons who were present for discussions and votes relating to the proposed or existing contract, transaction, or arrangement, the content of the discussion, and a record of any votes taken in connection therewith.

2.16.3.5. Co-Investment Interest. Each member of the Board of Managers also shall disclose whether they, or one of their relatives, has personal funds invested with an investment manager providing, or expected to provide, investment management services to the Condominium or in a professionally managed investment fund in which the Condominium is invested or is considering investing.

2.16.3.6. Failure to Disclose. If the Board of Managers has reasonable cause to

believe that a member of the Board of Managers has failed to disclose a direct or indirect financial or other material interest, it shall inform the member of the Board of Managers of the basis for such belief and afford the member of the Board of Managers an opportunity to explain the alleged failure to disclose.

2.16.3.7. Managing Agent and Employees Covered by policy. This policy shall also apply to the Condominium's Managing Agent and employees of the Condominium.

2.16.3.8. Business Corporation Law § 713. Every calendar year prior to December 31st, every member of the Board of Managers shall receive a copy of the then current version of BCL§713.

2.16.3.9. Annual Disclosure Statement. Promptly following the adoption of this policy, and thereafter, on an annual basis, not later than the fifth day of January of the following year, each member of the Board of Managers shall acknowledge their familiarity with this policy, will confirm the receipt of BCL§713 and shall disclose in writing to the Board of Managers any existing financial or other material interests subject to this policy by completing a Conflict Of Interest Disclosure Statement. The Conflict Of Interest Disclosure Statements shall be retained in the confidential files of the Board of Managers.

2.16.4. Conflict Of Interest Disclosure Statement

The Conflict of Interest Policy of the Condominium requires any member of the Board of Managers disclose any direct or indirect financial or other material interest or co-investment interest which they have or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the Condominium, or in any other matter under consideration or to be considered by the Board of Managers.

Please initial each statement that applies to you:

___ I have read and am familiar with the Conflict of Interest Policy.
___ I am not aware of any direct or indirect financial or other material interest or co-investment interest which is required to be disclosed under the Conflict of Interest Policy.
___ I have a direct or indirect financial or other material interest or co-investment interest which is required to be disclosed under the Conflict of Interest Policy. Such interest is described in the attached letter. (Please attach a letter providing complete details of any direct or indirect financial or other material interest or co-investment interest subject to the policy.)

During the time I am a member of the Board of Managers, I agree to report promptly any future situation that might involve or appear to involve me or any of my relatives in any potential conflict of interest with the Condominium.

Signature: _____ Date: _____

ARTICLE 3 UNIT OWNERS

3.1. Annual Meetings. The first annual meeting of the Unit Owners shall be held within three hundred-sixty (360) days from the closing of title to the first Unit, or as soon thereafter as is practicable. At such meeting, Non-Residential Unit Owner(s) shall designate Non-Residential Board Member(s), and the Declarant shall designate the Residential Board Members. Thereafter, annual meetings of the Unit Owners shall be held in October (or as near thereto as practicable) of each year; Non-Residential Board Member(s) and Residential Board Members shall be appointed and/or elected at such annual meetings pursuant to these By-Laws.

3.2. Special Meetings. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers or upon a petition signed by Unit Owners representing fifty-one percent (51%) of the Unit Owners in number or Common Interest having been presented to the Secretary of the Board of Managers.

3.3. Voting. Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor or Successor Sponsor) shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s). If only the vote of the Residential Unit Owners is required, the required percentage of votes shall mean a required percentage in terms of total Residential Common Interests, and not the Common Interest.

3.4. Quorum. Except when the vote of more than fifty percent (50%) of Unit Owners is required, a quorum of all the Unit Owners shall consist of at least a Non-Residential Unit Owner, and Residential Unit Owners representing thirty percent (30%) of the total Residential Common Interest, in person, by telephone or other electronic transmission provided all Unit Owners may hear and be heard by all other Unit Owners in attendance, or by proxy. If prior to a meeting, ballots are issued or votes are cast, a vote cast by a Unit Owner or by proxy shall constitute attendance at a meeting. When a vote of more than fifty percent (50%) of Unit Owners is required, a quorum shall consist of a Non-Residential Unit Owner, and sufficient Residential Unit Owners representing the minimum percentage of votes required pursuant to the Declaration and By-Laws. In the event a quorum is not reached at the annual meeting or a special meeting, the Unit Owner present shall adjourn the meeting in and send a notice for an adjourned meeting to be held within fifteen (15) business days of the original meeting. If at the adjourned meeting there is no quorum, the Unit Owner present at the meeting shall adjourn the meeting and again send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting.

3.4.1. With respect to any meeting of solely the Residential Unit Owners, a quorum shall consist of Residential Unit Owners representing thirty percent (30%) of the Residential Common Interests.

3.4.2. With respect to any meeting of solely Non-Residential Unit Owners, a quorum shall consist of all Non-Residential Unit Owner(s).

3.5. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the Common Elements, both Residential Units and Non-Residential Units, or the entire

Property shall require the vote of a majority of votes cast at the meeting; provided however, the Unit Owners shall not make any decisions or conduct any transactions that adversely affect and ununiformly apply to a Non-Residential Unit or Non-Residential Unit Owner. When a quorum is present at any meeting, all decisions and actions affecting only: (i) Residential Units, Residential Unit Owners, and/or Residential Common Elements shall require the vote of a majority of Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest present; or (ii) Non-Residential Units, Non-Residential Unit Owners, and/or Non-Residential Common Elements shall require the vote of Non-Residential Unit Owners. Each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to their Unit at the time of such meeting or at such prior date, not more than twenty (20) days prior to such meeting, as may be prescribed by the Board of Managers; a Unit Owner does not need to be present to vote if they cast a vote prior to a meeting. With the exception of any votes cast prior to a meeting, voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to their Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

3.6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

3.7. Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, by telephone or other electronic transmission, or by proxy. Except as otherwise stated in the Declaration or these By-Laws, no Unit Owner may vote at any meeting if the Unit Owner is not current in payment of their Common Charges. If a Unit is owned by multiple Unit Owners only the vote of one such Unit Owner shall be required or counted.

3.8. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the By-Laws or Article 9-B of the Real Property Law, such vote and meeting may be dispensed with if a sufficient number of Unit Owners (both in absolute number and in aggregate Common Interests) to approve such an action at duly constituted meeting of the Unit Owners pursuant to the Declaration or these By-laws consent in writing to the adoption of a resolution approving such action; all written consents given by Unit Owners pursuant to this section shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

3.9. Notice of Meetings. Notice of each annual meeting or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes 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 mail or electronic mail, at least ten (10) but no more than forty (40) 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 addresses at the Property, an electronic mail address or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting.

3.10. Place of Meetings. Meetings of the Unit Owners shall be held at the Condominium, or at such other suitable and convenient place in the City of New York, as may be designated by the Board of Managers, or at the discretion of the Board of Managers, the meetings can be held by video conferencing or similar telephonic platforms.

3.11. Order of Business. The order of business shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Report of officers;
(e) Election of Board of Managers (in the event there is an election);
(f) Unfinished business; and
(g) New business.

ARTICLE 4 OFFICERS

4.1. Elective Officers. The officers of the Condominium shall be elected by the Board of Managers and shall be a President, Vice President, Secretary, and Treasurer. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

4.2. Election. The Board of Managers at its first meeting after each annual Unit Owners' meeting shall elect a President, Vice President, Secretary, and Treasurer. Only the President must be a member of the Board of Managers.

4.3. Appointive Officers. The Board of Managers may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

4.4. Term. The officers shall hold office until their successors are elected and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

4.5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6. The Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7. The Secretary. The Secretary shall attend all sessions of the Board of Managers and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notices of all Unit Owners' meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President under whose supervision he shall be.

4.8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and the Board of Managers, at the regular meeting of the Board of Managers or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

4.9. Agreements. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers. However, the Board of Managers may, by resolution, determine that any instruments in excess of a specified amount be countersigned by the President and a second officer.

ARTICLE 5 INDEMNIFICATION

The Condominium shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that they, their testator or intestate, is or was a member of the Board of Managers or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Board of Managers or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by them in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Board of Managers or officer acted, in good faith, for a purpose which they reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Board of Managers or officer if a judgment or other final adjudication adverse to the member of the Board of Managers or officer establishes that their acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that they personally gained in fact a financial profit or other advantage to which they were not legally entitled.

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1. Common Elements.

6.1.1 The Board of Managers shall be responsible for all maintenance, repairs and replacement of the Common Elements, except as otherwise set forth in these By-Laws or the Declaration. The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration.

6.1.2 The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines part of the Common Elements, and shall make all necessary structural repairs to any such Common Element, and the cost thereof shall be a Common Expense allocated among Unit Owners as set forth in the Budget Allocation, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such cost and expense shall be assessed to and paid for by such Unit Owner, together with an administrative expense equal to 20% of all costs in connection therewith.

6.2. Residential Common Elements. The Board of Managers shall be responsible for the repair and maintenance of the Residential Common Elements. However, the costs of operating, repairing and maintaining the Residential Common Elements, and the Limited Common Elements to the extent that it is the Board of Managers' obligation to effect such repairs, shall be a Residential Common Expense to be apportioned among the Residential Unit Owners according to their Residential Common Interests.

6.3. Repairs and Maintenance of Units.

6.3.1. Except as otherwise specifically provided in the Declaration or in these By-Laws, all maintenance, repairs, and replacement in the Units, including plumbing stoppages, window cleaning, painting, decorating, fixtures, pipes, wires, circuit breakers, and conduits located in and exclusively servicing the Unit, and a Limited Common Element appurtenant to its Unit shall be made by the respective Unit Owners at their own cost and expense. The Unit Owners shall also be responsible for all maintenance, repairs and replacement of any and all HVAC equipment exclusively servicing their Unit.

6.3.2. In the event that a Unit Owner fails to make any maintenance or repair necessary to protect any of the Common Elements, Residential Common Elements, Non-Residential Common Elements, or Limited Common Element appurtenant to its Unit or its own Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance, together with an administrative expense equal to 20% of all costs in connection therewith. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common

Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with the interest on all sums due, as additional Common Charges.

6.3.3. Windows to a Unit, including window glass and window frames, and entrance doors to a Unit or Limited Common Element shall be repaired and replaced by the Unit Owner at the Unit Owner's cost and expense unless otherwise decided by the Board of Managers or by vote of Unit Owners to clean, repair, or replace the windows and/or doors of multiple Units, in which case such cost and expense shall be a Common Expense.

6.4. Repairs to Limited Common Elements. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner.

6.5. Standard of Repairs. All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows or the exterior surface of the Building or to any visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style, color, dignity and character of the Building, as determined by the Board of Managers in its sole discretion.

ARTICLE 7 ARBITRATION

7.1. General. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction.

7.2. Alternatives. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of this article, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes.

7.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of this article shall be binding upon all of the parties thereto and may be entered in any court of competent jurisdiction.

7.4. Fees, Costs, and Expenses. The fees, costs, and expenses of the arbitration, including those of the arbitrator, attorneys, and witnesses, shall be borne by the losing party in the arbitration, unless otherwise provided for in the Declaration or By-Laws. If neither party substantially prevails, as determined by the arbitrator, then fees, costs, and expenses of the arbitrator shall be borne equally by the parties.

7.4.1. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Common Expenses to be borne by all Unit Owners if such arbitration relates to the Common Elements or applies to the Units generally.

7.4.2. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Residential Common Expenses to be borne by Residential Unit Owners if such arbitration relates solely to Residential Common Elements or Residential Units.

ARTICLE 8 NOTICES

8.1. Definition. All notices required or desired to be given hereunder to the Board of Managers, shall be personally delivered, sent by electronic mail, or sent by certified mail or overnight mail to the office of the Board of Managers or to such other address as the Board of Managers may designate from time to time; to the Unit Owners by personal delivery, sent by electronic mail, or sent by certified mail or overnight mail notice to all Unit Owners and to all Permitted Mortgagees(if applicable), and if there is a managing agent of the Board of Managers, a duplicate shall be sent in like manner to such managing agent.

8.2. Waiver of Service of Notice. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. Notwithstanding anything contained herein to the contrary, if notice is not properly given, attendance by the person or person entitled to such notice at an Annual Meeting or special meeting shall waive this notice requirement.

8.3. Notice to Permitted Mortgagee.

The Board of Managers shall provide timely written notice to a Permitted Mortgagee for the following:

A. Notice of unpaid Common Charges and default notice of any default or violation by the Unit Owner in the payment of Common Charges or the observance or performance of any of the provisions of the Declaration and By-Laws as to which the Board of Managers has actual knowledge then exists which remains uncured for a period of sixty (60) days; and when giving notice of any default or violation to such mortgagor Unit Owner, the Board of Managers shall also send a copy of such notice to such Unit Owner's Permitted Mortgagee.

B. Notice of any condemnation or casualty loss which affects a material portion of the Property or a Unit on which there is a Permitted Mortgage held, insured or guaranteed by

such Permitted Mortgagee, as applicable.

C. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers.

D. Notice of any proposed action under the Declaration or these By-Laws which would: (i) change the boundaries of any Unit; (ii) change the interests in the common elements pertaining to a Unit; (iii) change the number of votes pertaining to a Unit; (iv) change the use restrictions of any Unit; (iv) any proposed termination of the condominium.

E. In no event, however, shall the Board of Managers (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any claims or liabilities and expenses for any failure, through oversight or negligence, in giving a Permitted Mortgagee of any notice required under subsections (A) through (D) above. Nonetheless: (a) the Board of Managers shall give such missed notice with reasonable promptness after discovering such failure; and (b) if the Board of Managers shall foreclose its lien on such mortgagor's Unit hereof by reason of the mortgagor-Unit Owner's default or violation, the Board of Managers shall pay to such Permitted Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board of Managers (subject to an in accordance with the lien priority), but not more than the sum as shall be due and owing to such Permitted Mortgagee.

ARTICLE 9 FINANCES

9.1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and such other person or persons as the Board of Managers, may from time to time, designate.

9.2. Common Charges & Assessments.

9.2.1. From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in these By-Laws, except that the Board of Managers shall provide a copy of any proposed budget to Unit Owners no later than the 31st day of each December; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with the Budget Allocation, which allocations are based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners as authorized by §339-m of the Condominium Act. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Board of Managers may, at its sole discretion, from time to time increase or

decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

9.2.2. In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject to the strictures set forth in these By-Laws, to levy special assessments ("Special Assessments") to meet the Common Expenses. The Board of Managers shall give each Unit Owner not less than ten (10) days' written notice prior to the date upon which the Board of Managers shall meet to discuss levying Special Assessments, with reasonable detail of the nature and purpose of the Special Assessment. As applicable, Special Assessments shall be allocated and assessed amongst the Unit Owners in accordance with the allocations set forth in Schedule D to the Declaration. In the event the cost or expense resulting in the Special Assessment does not fall within one of the categories set forth in Schedule D, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. Special Assessments levied against the Residential Unit Owners relative to (i) the Common Elements, after the aforementioned allocation between the Residential Units and Non-Residential Units is affected, and (ii) the Residential Common Elements and/or the Limited Residential Common Elements shall be levied against all Residential Unit Owners in proportion to their respective Residential Common Interests. Special Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges.

9.2.3. Each Unit Owner must comply strictly with the Declaration, By-Laws, and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for the imposition of fines, which fines shall constitute additional Common Charges and for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation, the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance. Any Unit Owner who fails to comply with the Declaration, By-Laws, and the rules, regulations, resolutions an decisions adopted pursuant thereto shall be liable for all costs and expenses incurred by the Board of Managers in enforcing the Declaration, By-Laws, and/or the rules, regulations, resolutions an decisions adopted pursuant thereto, including reasonable attorneys' fees, which costs and expenses shall constitute additional Common Charges.

9.3. Failure to Pay Assessments.

9.3.1. Unit Owners shall pay promptly when Common Charges and Special Assessments

are assessed against their Unit. Any Unit Owner who fails to pay Common Charges shall be liable for any expenses incurred by the Board of Managers in collecting said monthly Common Charge assessment, including interest at the highest legal rate and reasonable attorneys' fees.

9.3.2. In the event of a default in the payment of any monthly Common Charge assessment by any Unit Owner except Declarant, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the Permitted Mortgagee, if any, giving the Unit Owner a five (5) day grace period in which to make their payment. The Board of Managers may charge the delinquent Unit Owner a fee of (a) the greater of One Hundred Fifty ($150.00) Dollars or one (1%) percent 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 highest legal rate (but in no event in excess of the maximum rate permitted by applicable law) on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner to cover the additional burden to the Board of Managers occasioned by the lack of timely payment. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments.

9.3.3. The Board of Managers shall take action to collect any Common Charges due from any Unit Owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with §339 of the Real Property Law, or otherwise. Under §339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in New York County, and until all sums secured thereby, with the interest accrued thereon at the highest legal rate, 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-year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien

9.3.4. No Unit Owner shall be liable for any Common Charges that accrue against a Unit subsequent to a sale, transfer or other conveyance of the Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

9.3.5. If a Unit Owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rent payments from the tenant shall attorn to the Board of Managers and shall be directly payable to the Board of Managers. If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the

Board of Managers shall provide written notice to the tenant and the Unit Owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the notice. At such time as payments for Common Charges, assessments and late fees from the Unit Owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and Unit Owner. Thereafter all rental payments shall be made payable to the Unit Owner or a designated agent. A Unit Owner who disputes the Board of Managers' claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days from the date the Board of Managers receives notice that such Unit Owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Board of Managers made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such Unit Owner against such tenant for such rent.

9.3.6. If a Unit Owner has failed to make any payment of any Common Charges or other amount which is then due and payable under this Declaration or the By-Laws, another Unit Owner (the "Advancing Owner") shall have the right, but not the obligation, to advance such amount (or any portion thereof) to the Board of Managers, but the foregoing shall not affect the obligation of the defaulting Unit Owner to pay such Common Charges or other amount. With respect to any amount advanced by an Advancing Owner as provided above, such Advancing Owner shall be entitled to receive (and the Board of Managers shall immediately pay over to such Advancing Owner) any amount paid to the Board of Managers by or on behalf of the defaulting Unit Owner toward or otherwise recovered by the Board of Managers with respect to such Common Charges or other amount due and payable under this Declaration or the By-Laws up to the amount so advanced therefor, with interest, if payable hereunder, on such defaulted payment at the highest legal rate (but in no event in excess of the maximum rate permitted by applicable law) for the period from the date such funds were so advanced by such Advancing Owner through the date such defaulted payment is so paid by or on behalf of such Unit Owner or otherwise recovered by the Board of Managers.

9.4. Foreclosure of Liens for Unpaid Assessments. The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid assessments. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, sell, vote or otherwise deal with the Unit. A suit to recover a money judgment for unpaid assessments shall also be obtainable separately without waiving the lien on the Unit.

9.5. Statement of Assessments. Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid assessments due from such Unit Owner.

9.6. Liability for Water, Sewage, Gas and Electricity**.** Each Unit Owner shall be responsible for paying for the costs of separately metered or sub-metered utilities for their Unit. Commonly

metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges.

9.7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

9.8. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE 10 INSURANCE AND INSURANCE TRUSTEE

10.1. Insurance to be Carried by the Board of Managers. Not later than the date the first Unit is conveyed, the Board of Managers shall obtain, and maintain to the extent obtainable, all risk or fire insurance with extended coverage, loss of business, income/extra expense, boiler and machinery, insuring the Condominium, including all of the Units and the bathrooms and fixtures initially installed therein, together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their Permitted Mortgagees, as its interest may appear, in an amount equal to at least one hundred percent (100%) of the replacement value of the Building exclusive of the land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall contain New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers and all policies of physical damage insurance shall provide that the proceeds thereof, if $100,000 or less, shall be paid to the Board of Managers, and if in excess of $100,000 shall be paid to the Insurance Trustee. The Board of Managers is hereby appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each owner of any interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

10.1.1 All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rate liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and all renewals thereof, together with proof of payment

of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

10.1.2 The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, general comprehensive liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, managing agent, if any, and each Unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against another and shall be in a single limit of not less than One Million Dollars ($1,000,000) covering all claims for bodily injury and for property damage arising out of one occurrence. Such comprehensive general liability insurance shall commence on the closing of title to the first Unit. The Board of Managers shall also be required to carry workmen's compensation insurance should it be required by law.

10.1.3 Each Unit Owner shall be required to have in place as of the date they acquire title a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured. In addition, a Non-Residential Unit Owner, or their tenant, shall be required to carry commercial liability insurance effective as of the date they acquire title with liability coverage of not less than $1,000,000.00 for each incident and $2,000,000.00 in the aggregate. Residential Unit Owners shall be required to carry homeowner's liability insurance effective as of the date they acquire title in amounts acceptable to the Board of Managers. All Unit Owners must maintain current certificates of insurance with the Board of Managers, or the managing agent if any. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers. The Board of Managers 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 either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

10.1.4. Each of the Board of Managers and the Unit Owners (the "Releasing Party") hereby releases and waives for itself, and each person claiming by, through or under it, the Board of Managers and each other Unit Owner (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Condominium, which loss or damage is of the type covered by the insurance required to be maintained under this Article, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Party agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. These provisions are intended and intended to be mutual waivers of subrogation.

10.2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York. Until such time that the mortgage lien held by the Declarant remains outstanding, the Declarant's Permitted Mortgagee shall act as Insurance Trustee; in the event the Declarant's Permitted Mortgagee resigns or fails to qualify as Insurance Trustee, Declarant's Permitted Mortgagee shall have the right to designate a new Insurance Trustee or to allow the Board of Managers to designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York.

10.3. Restoration or Reconstruction After Fire or Other Casualty.

10.3.1 In the event of damage to or destruction of the Building as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners, inclusive of all Non-Residential Unit Owners, do not duly and promptly resolve to proceed with repair or restoration), subject to the provisions of any mortgage covering the Premises, the Board of Managers or the Insurance Trustee shall arrange for the prompt repair and restoration of the Building (including all kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance, but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) and the Board of Managers, 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. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

10.3.2 If seventy-five percent (75%) or more of the building containing the Units is destroyed or substantially damaged (as determined by the Board of Managers), and all Non-Residential Unit Owners and seventy-five percent (75%) of the Residential Unit Owners in number do not duly and promptly resolve to proceed with repair or restoration, and fifty-one percent (51%) of Permitted Mortgagees consent, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to these By-Laws, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on their Unit, the order of the priority of such liens.

10.3.3 "Prompt" and "promptly" as used in this section shall mean the later of (i) ninety (90) days from the date the Insurance Trustee or the Board of Managers receives the insurance proceeds, or (ii) sixty (60) days from the date the Insurance Trustee or the Board of Managers

notifies the Unit Owners that the insurance proceeds are insufficient to pay the estimated costs of repair and/or restoration.

ARTICLE 11 OPERATION OF PROPERTY

11.1. Other Provisions as to Use. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain such part of the Property.

11.2. Right of Access.

11.2.1 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit to the Board of Managers, the managing agents, managers, and/or any other person authorized by any of the foregoing upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

11.2.2 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit, and the Board of Managers shall grant rights of access to the Common Elements, to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

11.2.3. If there is to be any construction, excavation, façade inspections, or other similar activities adjacent to the Building, the Board of Managers may enter into a license agreement with the neighboring property owner on behalf of all Unit Owners with regards to protecting the Common Elements, Limited Common Elements, and each Unit; each Unit Owner shall permit the Board of Managers or the licensee to enter each Unit, Limited Common Element, or Common Element to perform such work as the Board of Managers deems necessary to protect the Building, without any abatement of Common Charges or compensation to the Unit Owner(s) impacted; any license fees derived from any license agreement with neighboring properties shall be retained by the Condominium or dispersed to compensate directly impacted Unit Owner(s) in the sole discretion of the Board of Managers. With the consent of the Board of Managers, which consent may be issued or revoked at any time in the Board of Managers' sole discretion, a Unit Owner with a directly impacted Unit may participate in the negotiation of a license agreement with neighboring property owners or may be allowed to enter into a separate license agreement solely for their Unit or a Limited Common Element appurtenant to such Unit Owner's Unit; any license agreement covering a Limited Common Element entered into without the prior consent of the Board of Managers shall be voidable at the election of the Board of Managers.

11.3. Abatement and Enjoinment of Violations by Unit Owners

11.3.1 The breach of any provisions contained herein, or the breach of any provision of

the Declaration, shall give the Board of Managers the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board of Managers shall not thereby be deemed guilty or liable in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.2 The violation or breach of any of the provisions of these By-Laws or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.3 In the event the Board of Managers and/or the Declarant (hereinafter the "Creditor Party") takes any action or brings any proceeding against a Unit Owner (excluding Declarant) (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of the Declaration or these By-Laws, the Defaulting Unit Owner shall reimburse the Creditor Party for all reasonable costs and charges incurred by the Creditor Party in connection therewith, including without limitation, attorney's fees, together with all reasonable out of pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by law) from the date of the payment or performance of the service by the Creditor Party may bill the Defaulting Unit Owner therefor at any time. Such funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owners Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws and the Board of Managers, upon receipt of such funds from the Defaulting Party shall promptly reimburse the Creditor Party, provided that the Creditor Party is the successful party in such action or proceeding.

ARTICLE 12 SALE, LEASE AND MORTGAGING OF UNITS

12.1. Sale and Lease of Non-Residential Unit(s). Non-Residential Unit Owners may sell, lease, and/or mortgage their Unit without the prior approval or consent of the Board of Managers, subject to the use restrictions set forth in the Declaration and these By-Laws, and such sale or lease shall not be subject to the Board of Managers' right of first refusal.

12.1.1. Subordination, Non-Disturbance and Attornment. Any lease of a Non-Residential Unit shall be subordinate to the terms of the Declaration and these By-Laws, and any conflict between the terms of any such lease, and the Declaration and/or the By-Laws shall be resolved in favor of the latter. At the request of a Non-Residential Unit Owner, the Board of Managers will enter into a non-disturbance agreement (the "Non-Disturbance Agreement") in a form reasonably satisfactory to the Non-Residential Unit Owner, on commercially reasonable terms customary for similar mixed use buildings in the New York City metropolitan area, with any tenant of the Non-Residential Unit, which provides that, provided that the lease is in full force and effect, (i) unless

required by law to preserve any claims on behalf of the Board of Managers against the Non-Residential Unit Owner, procedural or otherwise, the Board of Managers will not name or join the tenant as a party defendant in any action or proceeding to foreclose upon the Board of Managers' lien for Common Charges or other amounts against the Non-Residential Unit, (ii) it will recognize the tenant's rights pursuant to the lease, (iii) it will not disturb the tenant's possession or diminish the tenant's rights and privileges under the lease, (iv) it will not increase the tenant's obligations pursuant to the lease, (v) provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, it will not interfere with the tenant's use, possession or enjoyment of the Non-Residential Unit, and (vi) subject to the provisions of the Non-Disturbance Agreement and provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, the rights of the tenant granted pursuant to the lease will not be disturbed. In the event that the Board of Managers or any other party succeeds to the interests of a Non-Residential Unit Owner in a Non-Residential Unit by reason of the foreclosure of the Non-Residential Unit or the delivery of a deed to the Non-Residential Unit, the tenant will agree to be bound to the Board of Managers or other party under all of the terms, covenants and conditions of the Lease and the tenant will attorn to the Board of Managers or other party as its landlord, and the Board of Managers will recognize the tenant as the direct tenant of the Board of Managers or its successor on the same terms and conditions as are contained in the lease. The Board of Managers, at the request of a Non-Residential Unit Owner, shall promptly execute and deliver the Non-Disturbance Agreement in confirmation of the foregoing. The Non-Residential Unit Owner, as applicable, shall pay all reasonable costs and expenses of the Board of Managers in connection therewith. During the Control Period, Declarant may execute any Non-Disturbance Agreement to be provided pursuant to the terms of this Article.

12.2. Sale and Lease of the Residential Units. No Residential Unit Owner, other than the Declarant, may convey their Unit or any interest therein by sale or lease except in the manner set forth in this Section. Any sale or lease of any Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers.

12.2.1 Right of First Refusal. Other than a sale or lease by Declarant, a successor of Declarant, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal.

(a) Any contract to sell a Residential Unit, together with the appurtenant Common Interest, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified mail, or overnight mail, which notice shall be accompanied by a

copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its appurtenant Common Interest, or to lease the Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request; such requests must be made within fifteen (15) days of receiving notice from the Offeree Unit Owner.

(b) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified mail, electronic mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information requested by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Article to purchase or lease any Residential Unit without the prior approval of at least fifty-one percent (51%) of Residential Unit Owners by number and Residential Common Interest. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

(c) In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of subparagraphs (a) and (b) hereof, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

(d) The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

(e) In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working

capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Residential Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

(f) Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

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

In the event any provision in this section conflicts with (i) through (iii) above, the rights of the Permitted Mortgagee as set forth herein shall control.

12.2.2. Leasing. All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by §339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions §339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Declarant, or a designee or successor of Declarant, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

12.2.3. Any purported sale or lease of a Unit in violation of right of first refusal shall be voidable at the election of the Board of Managers and if the Board of Managers shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Unit Owner as the purported seller or landlord, as the case may be. Said Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this section release the Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration and By-Laws whether or not such sale or lease is voided by the Board of Managers.

12.3. Mortgages. A Unit Owner may mortgage their Unit with any lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note and (ii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. A Unit Owner who mortgages their Unit shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the name and address of their mortgagee; and the Board of Managers shall maintain such information in a book "Mortgagees of Units." No provision of the Declaration or these By-Laws gives a Unit Owner or any other party priority over any rights of the first mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

12.4. Waiver of Partition Rights. The Unit Owners waive all rights to partition their Unit except as otherwise set forth herein.

12.5. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Unit Power of Attorney required under the Declaration.

12.6. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, or sell their Unit unless and until all unpaid Common Charges assessed against their Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale or mortgage of a Unit or by the grantee or mortgagee. Further, a Unit Owner may convey their Unit and their Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board of Managers or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. The provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

12.7. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass same by intestacy without restriction.

ARTICLE 13 AMENDMENTS

13.1. General. Except as otherwise stated in the Declaration and this Article 13, these By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number and Common Interest, and if material in nature by fifty-one percent (51%) of the Permitted Mortgagees; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. Approval or consent to any change to the Declaration or these By-Laws by a Permitted Mortgagee will be implied if the Permitted Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified mail, with a "return receipt" requested. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units, or adversely affect Declarant's rights. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee is required, provided that such mortgage has not yet been satisfied.

13.2. Amendments Affecting Solely Non-Residential Units or Residential Units.

13.2.1. Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units, and/or Non-Residential Unit Owners, other than provisions restricting the use of such Unit, may be amended, modified or deleted by Non-Residential Unit Owners

13.2.2. Any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units, the Declarant or the Residential Unit Owners may be amended, modified or deleted by the Declarant or by a vote of sixty-seven percent (67%) of the Residential Unit Owners by number as applicable without the consent of the Board of Managers or the other Unit Owners. However, the Board of Managers shall cooperate with the Declarant's or Residential Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

13.3. Amendments Requiring Additional Consent.

13.3.1. Any amendment to these By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of Non-Residential Unit Owners

13.4. Scrivener Errors. Notwithstanding anything to the contrary contained herein or in the Declaration, the Board of Managers may amend these By-Laws without the consent of any Unit Owner or Permitted Mortgagee, after at least ten (10) days written notice to the Unit Owners and Permitted Mortgagees, to correct or supplement any patent mistakes, inconsistencies or scrivener errors.

ARTICLE 14 CONDEMNATION

14.1. General. In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000.00, and to the Board of Managers if the award is $100,000.00 or less.

14.1.1. Except as otherwise set forth herein, any award from such proceedings shall be distributed as follows:

(a) So much of the award as is applicable to Common Elements, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to Limited Common Elements, to the Unit Owners having general use of such Limited Common Elements. Any change in the provisions of this Article shall not be valid unless a majority of the Permitted Mortgagees approves such a change. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied.

14.1.2 In such eminent domain or condemnation proceeding, the Board of Managers shall request that the award shall set forth the amount allocated to Common Elements. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with these By-Laws.

14.1.3. If a portion of any Unit shall be taken in condemnation or eminent domain proceedings and the Condominium is not terminated pursuant to such condemnation or eminent domain proceedings, the Board of Managers shall promptly prepare and record an amendment to the Declaration whereby Common Interest appurtenant to all remaining Units shall be adjusted proportionally based upon the amount of floor space taken and the Common Interests allocated to each Unit prior to the taking. In the event the reallocation of Common Interests is disputed, such allocation shall be submitted to arbitration in accordance with these By-Laws.

ARTICLE 15 RECORDS AND AUDITS

15.1. Records. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners for whom the Board of Managers serves and financial records and books of account with respect to the activities of the Board of Managers, including a listing of all receipts and expenditures. In addition, the Board of Managers shall keep a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges made by the Board of Managers against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

15.2. Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared by an independent certified public accountant shall be submitted by the Board of Managers to all Unit Owners and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Board of Managers shall be paid by the Unit Owners as a Common Charge.

15.3. Availability of Documents. Copies of the records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners, financial records and books of account, 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 of Managers and shall be available for inspection by Unit Owners, Permitted Mortgagees, and their authorized agents during reasonable business hours.

ARTICLE 16 MISCELLANEOUS

16.1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit that will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

16.2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

16.3. Notice of Unpaid Assessments. The Board of Managers shall, at the request of a Permitted Mortgagee or Unit Owner, report any unpaid assessments due from the Unit Owner of such Unit.

16.4. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

16.5. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

16.6. Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or Successor Sponsor as set forth herein shall inure to the benefit of and be binding upon any Successor Sponsor. Subject to the foregoing, Declarant and Successor Sponsor 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.

16.7. Covenant of Further Assurances.

16.7.1. 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 of Managers, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By- Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

16.7.2. If any Unit Owner, Board of Managers or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board of Managers or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgement or delivery, and to the Board of Managers, stating the reasons why such Unit Owner, Board of Managers or other party refuses to execute, acknowledge or deliver such instruments or take such action, then the Board of Managers which represents such Unit Owner, Board of Managers or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board of Managers or other party and such document or action shall be binding on such Unit Owner, Board of Managers or other party.

16.7.3. If any Unit Owner, Board of Managers or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board of Managers or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board of Managers stating the reasons why such Unit Owner, the Board of Managers or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board of Managers or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or take such action, in the name of such Unit Owner, the Board of Managers or other party and such document or action shall be binding on such Unit Owner, the Board of Managers or other party, as the case may be.

16.8. Enforcement. The obligations of Declarant under the Offering Plan with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Declarant be enforceable by individual Unit Owners. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Declarant agrees that, during the Control Period, the Declarant designated Board of Managers will in their capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by at least 67% of the Unit Owners in number and Common Interest, excluding Declarant, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Declarant control of the enforcement of Declarant's obligations are not lawful. In addition, if there are non-Declarant members of the Board of Managers, and there is a vote on whether to sue Declarant, Declarant's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser

Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 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 § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Residential Units and the conduct of all residents thereof:

1. Owners of a Unit, their employees, licensees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance or otherwise unreasonably interfere with the safety, comfort, use, or convenience of the other Unit Owners or occupants of the Building, or in such a way as to be injurious to the reputation of the Condominium.

2. The Common Elements and the Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as may be provided for herein.

3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct the Unit Owner is legally responsible.

4. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit, which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which its Unit forms a part, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

5. No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

6. Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof, any dirt or other substance.

7. Nothing shall be installed in or be projected from any window, balcony or wall of the Building by a Unit Owner without similar approval.

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

9. No Unit Owner shall make or permit any disturbing noises in their Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Units Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate, or permit to be operated, a music player, television, or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 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 follow 9:00 A.M.

10. No garments, rugs or similar items shall be hung from the windows or from any other part of the Building or balconies or terraces or clotheslines strung on or over the Common Elements (including any irrevocably restricted areas).

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

12. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion unless such animal is a service, therapy, or emotional support animals. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. The Board of Managers will recognize the status of service, therapy, or emotional support animals where a Unit Owner submits a written request for such acknowledgment and advises the Board of Managers as follows:

a) That the Unit Owner/resident suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, New York City Administrative Code, New York State Human Rights Law, New York City Human Rights Law, and all applicable laws;

b) That the Unit Owner/resident requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Unit Owner in the Common Elements and/or within a Unit of the Building;

c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board of Managers) to the physical or emotional need of the applicant or Unit Owner/resident for a service, therapy, or emotional support animal in the circumstances relative to the Unit Owner's/resident's particular disability condition.

13. No Unit Owner shall leave any personal property (i.e., bicycles, carriages, etc.) in the hallways, corridors, lobby or other Common Elements.

14. No one shall ride bicycles, mopeds or skateboards on any portion of the Common Elements.

15. Every Unit Owner shall comply with the recycling laws of the City of New York or any other governmental entity having jurisdiction thereof.

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

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

17. Only the Unit Owner, permanent resident of the Unit, or any of their family members, agents, servants, employees, licensees, or guests may stay overnight in a Unit at no financial benefit to the Unit Owner or permanent resident. In addition, unless express written permission is given by the Board of Managers, (a) no Unit Owner, nor any tenant of a Unit Owner, shall lease or sublet Unit premises, or any part thereof, by offering the premises for short stays to members of the general public, through print or online advertising, private solicitation, or participation in any rental service promoted to the general public as a substitute for hotel lodging, and (b) neither the Unit Owner nor any permanent resident of the Unit shall advertise the Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Unit Owner or the permanent resident, or any of their family members, agents, servants, employees, licensees, or guests.

SCHEDULE D TO THE DECLARATION OF THE CONDOMINIUM

The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001
New York County

TAX BLOCK 831
F/K/A Lot 4, N/K/A Lots _____

BUDGET ALLOCATION

PROJECTED EXPENSES

	Residential	Non-Residential
LABOR	100%	0%
ELECTRICITY	100%	0%
GAS	100%	0%
WATER CHARGES & SEWER RENTS	100%	0%
REPAIRS, MAINTENANCE & SUPPLIES	Common Interest	Common Interest
SERVICE CONTRACTS	Common Interest	Common Interest
INSURANCE	Common Interest	Common Interest
MANAGEMENT FEE	Common Interest	Common Interest
LEGAL AND AUDIT FEES	Common Interest	Common Interest
CONDOMINIUM OWNED UNIT	100%	0%
RESERVE FUND	Common Interest	Common Interest

THE 842 SIXTH AVENUE CONDOMINIUM

OFFERING PLAN

CERTIFICATIONS

CERTIFICATION BY SPONSOR

842 EDENVIEW LLC
543 DEKALB AVENUE, 2A
BROOKLYN, NY 11205

Dated: October 31, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The 842 Sixth Avenue Condominium
842 Sixth Avenue
New York, NY 10001

The undersigned certifies as follows:

We are the Sponsor and the Principals of Sponsor of the Condominium offering 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 Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to form their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future that is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

We certify 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 October 31, 2025.

SPONSOR:

842 EDENVIEW LLC

By: _____
Name: Hung Pin Hung
Title: Officer

PRINCIPALS:

_____
Hung Pin Hung

_____
Bhavesh Patel

BRENT M. PORTER , ARCHITECT PLLC

166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

CERTIFICATION BY SPONSOR'S ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: **The 842 6th Avenue Condominium**
842 6th Avenue, New York, NY

The undersigned certifies as follows:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained our firm to prepare a report and floor plans describing the construction of the property (the "**Report**"). I inspected the existing portions of the property on February 08, 2026 and I examined the building plans and specifications that were prepared by Issac & Stern Architects, P.C on October 27, 2025 and were approved by the New York City Department of Buildings on April 1 2026, and prepared the Report dated April 7th 2026 a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is a registered architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of 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 the 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;

(vii) does not contain any representation or statement which is false, where I

i. knew the truth;
ii. with reasonable effort could have known the truth;
iii. made no reasonable effort to ascertain the truth; or
iv. did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my firm's 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.

[SIGNAGURE PAGE TO FOLLOW]

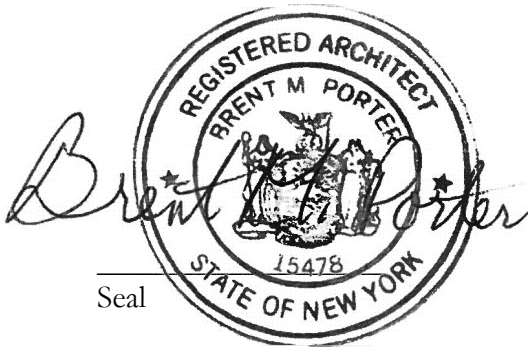
BRENT M. PORTER , ARCHITECT PLLC

166 St. James Place, Brooklyn, NY 11238 718-789-5426 FAX: 718-622-3444

I affirm this 7 day of April, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

By: Brent Porter

Brent M. Porter, R.A



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MONARCH

CERTIFICATION BY SPONSOR'S EXPERT
CONCERNING ADEQUACY OF BUDGET
FIRST YEAR OF CONDOMINIUM OPERATION

April 9, 2026

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Condominium Offering Plan (the "**Plan**") for
The 842 6th Avenue Condominium (the "**Condominium**")
842 6th Avenue
New York, NY 10001(the "**Premises**")

The undersigned certify as follows:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B and Schedule B-1, containing projections of income and expenses for the first year of operation of the Condominium. Our experience in the field includes the management of approximately 45 real estate properties over the past 6 years for both residential condominiums and multifamily properties in New York.

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience managing residential buildings.

I certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth;
(d) did not have knowledge concerning the representation or statement made.

I further certify that we are not owned or controlled by the Sponsor. I understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of Condominium operation. This certification is made under penalty or perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

I affirm this 9 day of April, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

By: _____
Name: Jason Horowytz
Title: Authorized Signatory

MONARCH

CERTIFICATION BY SPONSOR'S EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE
BY THE COMMERCIAL UNIT OWNERS
FIRST YEAR OF CONDOMINIUM OPERATION

April 9, 2026

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street – 21st Floor
New York, New York 10005

Re: The Condominium Offering Plan (the "Plan") for
The 842 6th Avenue Condominium (the "Condominium")
842 6th Avenue
New York, NY 10001 (the "Premises")

The undersigned certify as follows:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the commercial unit Our experience in the field includes the management of approximately 45 real estate properties over the past 6 years for both residential condominiums and multifamily properties in New York.

I 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 listed in Schedule B.

I have reviewed the Schedule as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience managing residential buildings.

I certify that the projections in Schedule B for common charges payable by the owners of commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit:

(i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/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.

I further certify that we are not owned or controlled by the Sponsor. I understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law."

I affirm this 9 day of April, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

By: _____
Name: Jason Horowytz
Title: Authorized Signatory